

City of Portsmouth, New Hampshire
School Department

INVITATION TO BID

Sealed bid proposals, **plainly marked** “ Middle School Indoor Challenge Course BID #42 -13 **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **May 23, 2013 @ 2:00 p.m.** at which time all bids will be publicly opened and read aloud.

Scope: The Portsmouth School Department is seeking to have an indoor challenge course furnished and installed at the Middle School gymnasium by a vendor that exclusively furnishes and installs gym equipment of the specified type.

This bid is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227. Questions may be directed to the Finance/Purchasing Department. Addenda to this project, if any, including written answers to questions, will not be provided directly to vendors, but will be posted on the City of Portsmouth website.

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

INSTRUCTION TO BIDDERS

I. Preparation of Bid Proposal

- A. The Bidder shall submit its proposal upon the form furnished by the City (attached). Prices shall be given in both in words and figures.
- B. Corrections made to amounts or information requested on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each 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.
- D. All words, figures, corrections shall be in ink or typed. All signatures shall be in ink.
- E. Addenda to this proposal, 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 proposal 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.

II. Delivery of Bid 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. Faxed bid proposals are not acceptable.

III. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

IV. Public Opening of Bid 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.

V. Irregular Proposals and Disqualification of Bidders

Bid proposals that are irregular may be rejected. Irregular bid proposals include the following:

- A. Failure to use the bid form provided or alteration of the form.
- B. Unauthorized additions, conditional or alternated bids, incomplete bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. The addition of any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Bidders may be disqualified and the bid proposal rejected for the following reasons:

- D. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- E. Evidence of collusion among bidders;
- F. Failure to submit all required information requested in bid specifications;
- G. Bidder is not qualified or able to provide the services or product(s) described in the bid specifications; or
- H. Disqualification is in the best interest of the City of Portsmouth.

AWARD

I. Consideration of Proposals and Award

After the proposals are opened and read, bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern.

Within 30 calendar days after the opening of proposals, if an award is made, it will be made to the lowest, responsible, qualified bidder whose proposal complies with all the requirement prescribed. The successful bidder will be notified by mail at the address indicated on the proposal.

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.

III. Reservation of Rights

The City reserves the right to cancel the award at any time before final notification of the successful bidder without any liability against the City. The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

CONTRACT AGREEMENT

Middle School Indoor Challenge Course

THIS AGREEMENT made as of the _____ day of _____ in the year _____, 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 for the completion of the Project. 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 City Engineer shall mean the Facilities Project Manager, the Middle School Principal, 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 – All work will be complete by August 21, 2013.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions provided for in the Contract Documents.

ARTICLE V - RETAINAGE – There will be no retainage on this contract. One full payment will be made upon completion of the project.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the specified completion date. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – 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 Award, Notice to Proceed
- 8.4 Instruction to Bidders
- 8.5 Insurance Requirements
- 8.6 General Requirements
- 8.7 Bid/ Technical Specifications
- 8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

In the event of a conflict, the Technical Specifications will govern.

ARTICLE VIII – 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 IX – 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 of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

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

ARTICLE XII – 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:

Middle School Indoor Challenge Course

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

Immediately take the necessary steps to execute the Contract and to provide 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:

Middle School Indoor Challenge Course

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED _____ . ALL WORK SHALL BE COMPLETED BY **August 21, 2013.**

CITY OF PORTSMOUTH, N.H.

BY: Dan Hartrey
Facilities Project Manager

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 Number _____

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:

_____ days

Contract Price prior to this Change Order:

\$ _____

Contract Time prior to this Change Order:

_____ days

Net Increase or Decrease of this Change Order:

\$ _____

Net Increase or Decrease of this Change Order:

_____ days

Contract Price with all approved Change Orders:

\$ _____

Contract Time with all approved Change Orders:

_____ days

RECOMMENDED:

APPROVED:

APPROVED:

by _____
Business Administrator

by _____
City Finance

by _____
City Manager

by _____
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. Oblige, 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, 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 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:

_____ BY: _____

(Witness)

(Principal) (Seal)

(Surety Company)

_____ BY: _____

(Witness)

(Title) (Seal)

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.

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 installation of _____

(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 installation of the Police Department dehumidifier

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,

print name of witness: _____
Dated: _____

Contractor:
By: _____
Its Duly Authorized _____

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
Coverage requirements can be met with excess policies

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 Bid 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 Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) 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

SECTION 01000 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT OF CONTRACT

- A. 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.
- B. 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.

1.2 INCIDENTAL WORK

- A. 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:
 - 1) Clean up
 - 2) Signs
 - 3) Mobilization
 - 4) Restoration of property
 - 5) Cooperation with other contractors, abutters and utilities.
 - 6) Accessories and fasteners or components required to make items complete and functional.

1.3 ALTERATION OF PLANS OR OF CHARACTER OF WORK

- A. 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.
- B. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond.
- C. Any 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.
- D. The Contractor shall perform the work as altered at the contract unit price or prices.

1.4 EXTRA WORK ITEMS

- A. Extra work shall be performed by the Contractor in accordance with the specifications and as directed.
- 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.
- C. Extra work 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.
- D. If the Owner determines that extra work is to be performed, a change order will be issued.

1.5 CHANGE ORDERS

- A. 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.
- B. The Contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

1.6 FINAL CLEAN UP

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

1.7 ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

- A. 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 and Standard Specifications.
 - 2. Shop Drawings will govern Technical Specifications, Standard Specifications and General Requirements.

PART 2 CONTROL OF WORK

2.1 AUTHORITY OF THE CITY ENGINEER

- A. All work shall be done under supervision of the City Engineer and to his satisfaction.
- B. The City Engineer will decide all questions which may arise as to:
 - 1. the quality and acceptability of materials furnished and work performed;
 - 2. the rate of progress of the work;
 - 3. the interpretation of the plans and specifications;
 - 4. the acceptable fulfillment of the Contract by the Contractor.
- C. The City Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary
 - 1. due to the failure of the Contractor to correct conditions unsafe for workers or the general public;
 - 2. for failure to carry out provisions of the Contract;
 - 3. for failure to carry out orders;
 - 4. 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.
- D. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- E. 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 City 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.

2.2 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

- A. The Contractor shall be responsible for all damage or injury to property of any character:
 - 1. during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work,
 - 2. 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.

2.3 MAINTENANCE DURING CONSTRUCTION

- A. The Contractor shall maintain the work during construction and until the project is accepted.
- B. 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.

2.4 SAFETY PRECAUTIONS

- A. 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.

2.5 PERMITS

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

2.6 BARRICADES AND WARNING SIGNS

- A. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the building occupants and the public.

- B. Closed off areas shall be protected by effective barricades. 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.
- C. The Contractor will be held responsible for all damage to the work due to lack of adequate controlling devices.

PART 3 TEMPORARY FACILITIES

3.1 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.

3.2 WATER FACILITIES

- A. The Owner shall provide the Contractor with reasonable access to water necessary for construction operations at the site.

3.3 TEMPORARY ELECTRICITY

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

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT OF QUANTITIES (As may be applicable to the Project)

- 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.

4.2 SCOPE OF PAYMENT

- A. The Contractor shall receive and accept compensation provided for work 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.

4.3 PAYMENT PROCEDURES

- A. 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.

4.4 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.
- 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.

4.5 FINAL ACCEPTANCE AND FINAL PAYMENT

- A. Upon due notice from the Contractor of presumptive completion of the entire project, the 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 City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- B. If the City Engineer's inspection discloses any work in whole or in part, as being unsatisfactory, the City 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.

4.6 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 therefrom which shall appear within a period of twelve (12) months 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.
- C. 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.

4.7 NO WAIVER OF LEGAL RIGHTS

- A. Upon completion of the work, the Owner 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 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.

4.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

- A. 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 4.5 above.

BID SPECIFICATIONS

INDOOR CHALLENGE COURSE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. General provisions of Contract, including General Requirements Specification sections, apply to this Section.

1.2 SUMMARY:

- A. Installer is responsible for designing, furnishing and installing indoor challenge course with all necessary hardware and finishes for the following elements:
 1. Indoor climbing wall.
 2. Centipede.
 3. Flying Squirrel.
 4. Burma bridge.
 5. Field painting plywood climbing wall.

1.3 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Specification Sections.
 1. Product data for each type of miscellaneous equipment specified, including details of construction-relative materials, dimensions, profiles, component parts, accessories, and finishes of the supplied products.
 2. The location of origin and manufacture for the supplied products.
 3. Letters of Certification, provided from the product manufacturer on the manufacturer's letterhead, to verify the amount of recycled content.
 4. Product Cut Sheets for all materials that meet the NE-CHPS BUILDING Performance Requirements this Section.
 5. Material Safety Data Sheets (MSDS), for all applicable products. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings applied on the interior of the building. MSDS shall indicate the Volatile Organic Compound (VOC) limits of products submitted (If an MSDS does not include VOC content, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC content).
 6. Shop drawings from manufacturer for each type of miscellaneous equipment assembly, indicating layout, details, individual unit dimensions, required clearances, component parts, method of field assembly, and anchorage to surrounding construction.

1.4 QUALITY ASSURANCE:

- A. Single-Source Responsibility: Obtain each type of miscellaneous equipment from a single manufacturer for entire Project.

1.5 NE-CHPS Building Performance Requirements:

- A. Adhesives, sealants, paints or coatings used for work in this section for interior applications shall meet the requirements of Division 1, Section “Volatile Organic Compound (VOC) Limits for Adhesives, Sealants, Paints and Coatings”, where applicable.
- B. Materials manufactured within a radius of 500 miles from the project site where all or a portion of the raw resources also originate within a radius of 500 miles shall be documented in accordance with the NE-CHPS Building Submittal Requirements of this Section.
- C. Materials that contain recycled content shall be documented in accordance with the NE-CHPS Building Submittal Requirements of this Section.

PART 2 - PRODUCTS

2.1 INSTALLERS:

- A. Subject to compliance with requirements, provide products manufactured by Project Adventure, (800) 468-8898, or equivalent products by one of the following:
 - 1. Wingspeed Adventures; tel: (603) 547-8822.
 - 2. Northeast Adventure, LLC; tel: (860) 379-1735.

2.2 INDOOR CLIMBING WALL:

- A. Artificial climbing holds installed on 3/4-inch underlayment plywood. 24 feet wide by 28 feet high.
 - 1. T-nut anchors installed every square foot
- B. Two (2) Belay stations with shear reduction hardware.
- C. 250 artificial climbing holds of various sizes, installed with t-nut anchors for the removal of the climbing holds for adjusting the difficulty of the wall.
- D. NE CHPS compliant paint on all climbing surfaces.
- E. Rappel platform with anchors.
- F. Eight foot high removable padding system. Provide hardware, clips, fasteners, etc. to be installed on wall padding system to accommodate the depth of the new climbing wall, and to make the wall padding removable.
- G. Climbing equipment:
 - 1. 325 LF of 11mm dynamic belay ropes
 - 2. 80 LF of KMIII static rope, 7/16-inch dia.
 - 3. 24 each, universal participant harness with back belay loop, size small.
 - 4. 1 each chest harness, size to be determined.

5. 2 each, Petzel Ecrin Roc helmets, with adjustable strap.
6. 3 each, DMM Lynx 11mm locksafes carabiner.

2.3 CENTIPEDE:

- A. Centipede as manufactured by Project Adventure, (800) 468-8898.

2.4 FLYING SQUIRREL:

- A. Flying Squirrel as manufactured by Project Adventure, (800) 468-8898.

2.5 BURMA BRIDGE:

- A. Burma Bridge as manufactured by Project Adventure, (800) 468-8898.

2.6 WOOD-BASED STRUCTURAL-USE PANELS:

- A. Structural-Use Panel Standards: Provide either all-veneer, mat-formed, or composite panels complying with DOC PS 2, "Performance Standard for Wood-Based Structural-Use Panels," unless otherwise indicated. Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood," where plywood is indicated.

1. Material: Fir. Southern yellow pine is not permitted.
2. Trademark: Factory mark structural-use panels with APA trademark evidencing compliance with grade requirements.

- B. Plywood Backing Panels: For mounting handholds, provide plywood panels with grade, A-C Plugged, not less than 3/4 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting installation and performance of miscellaneous equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 CLEANING:

- A. Clean exposed surfaces and touch-up or replace damaged marred finishes.

END OF SECTION

BID PROPOSAL FORM

Item #1

INDOOR CLIMBING WALL

\$ _____
Amount in Words

\$ _____
Amount in Figures

Item #2

CENTIPEDE:

\$ _____
Amount in Words

\$ _____
Amount in Figures

Item #3

FLYING SQUIRREL:

\$ _____
Amount in Words

\$ _____
Amount in Figures

Item #4

BURMA BRIDGE

\$ _____
Amount in Words

\$ _____
Amount in Figures

Item #5

Training for the above items

\$ _____
Amount in Words

\$ _____
Amount in Figures

Total Bid:

\$ _____
Amount in Words

\$ _____
Amount in Figures

Award will be based on the Total Bid of items 1 through 5.

DELIVERY and INSTALLATION:

Installation will be done during summer months when school is not in session and dates will be negotiated. Bidder to indicate number of days required for installation here:

_____ days to install.

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidders specifications and agrees to the terms and conditions set forth herein. Bid price shall be firm for at least 45 days.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____