

Portsmouth School Department  
Bid 65-18

**PHS - CTE MakerSpace Project**

**INVITATION TO BID**

**Sealed** bid proposals, **plainly marked**, “**PROJECT 65-18- PHS – CTE MAKERSPACE**” **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the School Department Business Office, City Hall, 1 Junkins Avenue, Suite 402, Portsmouth, New Hampshire, 03801, will be accepted until **12:00 PM Friday, April 6, 2018**; at which time all bids will be publicly opened and read aloud.

**There will be a mandatory pre-bid meeting on Thursday, March 29, 2018 at 10:00 a.m.** on site. Contractors are to gather at Portsmouth High School outside Door #22, 50 Andrew Jarvis Dr., Portsmouth NH.

Specifications and bid proposal forms may be obtained from the School Departments Business Office on the fourth floor at the above address, or at [www.cityofportsmouth.com](http://www.cityofportsmouth.com). 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 vendors. Procedural questions contact the Business Office at 603-431-5080. Technical questions contact Ken Linchey Facilities Director at 603-436-1708 x 6003. Questions will need to be submitted in writing by 4pm, Monday, April 2, 2018 with a response posted on the city’s website by 4pm, Wednesday, April 4, 2018.

Completion date including punch list will be August 10, 2018. Liquidated damages shall be assessed at \$100.00 per day. Notice to proceed will likely be issued the week of April 16, 2018.

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, 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

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.

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 vendors

#### 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, specifications, special provisions and contract forms before submitting a proposal. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner or the Owner's Representative. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors.

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.

If the Contractor feels a conflict exists between what is considered good practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.

#### 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;
- 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; or
- Such disqualification would be in the best interests of the Owner.
- Bidder must be approved by the manufacturer of the door system proposed to install and complete the work.

#### 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.

#### 13. Discrepancies And Addenda

- A. Should a Bidder find any discrepancies in the Specifications, or should he/she be in doubt as to their meaning, he/she shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.

- B. No extras will be authorized because of the Bidder’s failure to include work called for in the Addenda in his/her bid.

**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.

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. 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.

6. Failure to Execute Contract

Failure to execute the contract and file an acceptable bond 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**

**PHS – CTE MAKERSPACE**

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 site 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 School Department Facilities Director. 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, machinery, apparatus, 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 therefor the following item prices, to wit:

**THIS PROJECT SHALL BE BID BY LUMP SUM.**

Construction of walls and door systems, per specifications and drawings.

Price in Words \$\_\_\_\_\_

Price in Figures \$\_\_\_\_\_

**PROPOSAL FORM (Continued)**

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: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Business Address

\_\_\_\_\_

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.

**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 the City of Portsmouth 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 City of Portsmouth 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 this 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.

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\_\_.

\_\_\_\_\_  
(Name of Principal) L.S.

(SEAL)

BY \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

BY \_\_\_\_\_



**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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. Identify door systems that you are approved to install by the manufacturer.  
a. \_\_\_\_\_  
b. \_\_\_\_\_
15. List any subcontractors and trade whom you would expect to use (unless this work is to be done by your own organization).  
a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

The City reserves the right to request financial statements, certified audited if available, prepared by an independent certified public accountant.

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**

**PROJECT - PHS – CTE MAKERSPACE**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year **2018**, 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 - CONTRACT TIME** - The work will commence in accordance with the Notice to Proceed and be completed within 90 days of the Notice to Proceed.

**ARTICLE III - 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 IV - PAYMENT** - Partial payments will be made in accordance with the Contract Documents, which may include the withholding of retainage. 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 V - 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. The liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

**ARTICLE VI - 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:

- 6.1 This Agreement
- 6.2 Contractor's Bid and Bonds
- 6.3 Notice of Award, Notice to Proceed
- 6.4 Instruction to Bidders
- 6.5 Insurance Requirements
- 6.6 General Conditions
- 6.7 Technical Specifications
- 6.8 Drawings
- 6.9 Any modifications, including change orders, duly delivered after execution of this Agreement

**ARTICLE VII - 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 VIII - 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 IX – PERMITS AND COMPLIANCE WITH LAWS** - 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 XIII - 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** -

13.1 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.

13.2 Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

13.3 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.

13.4 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.

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: \_\_\_\_\_

Stephen T. Bartlett

TITLE: Business Administrator

**NOTICE OF INTENT TO AWARD**

Date:

TO:

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

**PHS – CTE MAKERSPACE**

In the City of Portsmouth, New Hampshire, you are hereby notified that the Portsmouth School Department intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

You must deliver to the Owner certificates of insurance and required bonds in accordance with the Contract Documents with the executed Contract. The Portsmouth School Department 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

Stephen Bartlett,  
Business Adiministrator

**NOTICE TO PROCEED**

DATE:

PROJECT: **PHS – CTE MAKERSPACE**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED \_\_\_\_\_.

ALL WORK SHALL BE COMPLETED BY AUGUST 10, 2018.

CITY OF PORTSMOUTH, N.H.

BY \_\_\_\_\_

TITLE\_

**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:

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 Contract Time:  
\_\_\_\_\_ 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 \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_

School Department  
Facilities Director

School Department  
Business Administrator

Contractor



**LABOR AND MATERIAL PAYMENT BOND**

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

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, NH. 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 City of Portsmouth, 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 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)

**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: **CTE – PHS Makers Space Project**

\_\_\_\_\_  
(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 \_\_\_\_\_ do hereby acknowledge  
that \_\_\_\_\_ (Contractor)

has on this day had, and received from the

CITY OF PORTSMOUTH NEW HAMPSHIRE, final and completed payment for:

**Project: CTE – PHS MakersSpace Project**

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.

**CONTRACTOR'S RELEASE** (continued)

IN WITNESS WHEREOF, \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

has caused these presents to be duly executed this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
(Individual-Contractor) (Seal)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Partnership-Contractor) (Seal)

\_\_\_\_\_  
(Partner) BY \_\_\_\_\_ (Seal)

\_\_\_\_\_  
\_\_\_\_\_

Attested: \_\_\_\_\_  
(Corporation)

\_\_\_\_\_  
(Secretary) BY \_\_\_\_\_ (President or Vice President)

(Corp. Seal)

### **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) Commercial 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 amounts can be met through excess policies**

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

- A) 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 Commercial General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Commercial General Liability.
- D) Builders' Risk

#### **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 CONDITIONS

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

The term Owner shall be understood to be the City of Portsmouth.

#### 1.2 PROTECTION OF OWNER'S OPERATIONS

- (a) The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

#### ACCESS SECURITY

- (b) The Contractor shall maintain access security for school buildings while work is in progress. All buildings will be secure at the end of each work day.

#### 1.3 PROTECTION OF WORK AND PROPERTY

- (a) The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site.
- (b) Any areas of the building or grounds which have become damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the Owner.

#### 1.4 MATERIAL STORAGE AND CLEAN-UP

- (a) The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- (b) Materials must be delivered with manufacturer's label in tact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.



### 1.5 INSPECTION OF WORK

- (a) Where the drawings or specifications require the inspection and approval of any work in progress by the Owner, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- (b) Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

### 1.6 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- (a) Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- (b) Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- (c) The Owner will examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- (d) The Owner shall be responsible for:
  - 1. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
  - 2. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- (e) A final inspection shall be conducted by Owner upon being notified of completion of specified work and clean-up.

### 1.7 MISCELLANEOUS UTILITIES

Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.

Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.

At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

#### 1.8 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- (a) The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

#### 1.9 CORRECTION OF WORK AFTER FINAL PAYMENT

- (a) The Contractor shall guarantee all materials and workmanship for one (1) year from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

#### 1.10 DEDUCTION FOR UNCORRECTED WORK

- (a) If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

#### 1.11 LIENS

- (a) The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorneys' fees.

#### 1.12 JOB CONDITIONS

- (a) There is NO SMOKING allowed inside the School building or on the school grounds. The Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- (b) No drugs or alcoholic beverages are permitted on the grounds.
- (c) Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- (d) All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Materials shall be stored neatly

in areas designated by the Owner and dispersed so as to present a minimum fire hazard.

- (e) The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- (f) The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- (g) During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- (h) Existing walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- (i) The Contractor is responsible for protecting all materials from the elements. If any material, becomes wet, it cannot be installed and must be replaced at the Contractor's expense.
- (j) Anyone guilty of willful destruction or unlawful removal of City property will be dismissed from the job and is subject to prosecution by law.
- (k) Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored and at the Contractor's expense.
- (l) The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- (m) The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

#### 1.13 WORKMANSHIP

- (a) All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- (b) Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

#### 1.14 SAFETY

- (a) Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.

Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

#### 1.15 WORK HOURS AND DAYS

- (a) When the bid is awarded, the Contractor will contact the Owner to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis. Tentative schedule for this project is:

#### 1.16 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner for specific information regarding the rules governing all operations of the project.

#### 1.17 WARRANTIES

- (a) A one (1) year workmanship warranty is required from the Contractor for all work done under the terms of this contract.
- (b) The Door Manufacturer will warranty the insulated glazing for a period of ten (10) years.

#### 1.18 PAYMENT

- (a) Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 10% retainage shall be held until delivery of the warranty.
- (b) When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- (c) Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- (d) Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- (e) Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.

- (f) Upon completion of the job, the Owner and the Contractor will make final inspection of the work done, and the Owner will authorize final payments.
- (g) Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

PART 2 MATERIALS (Not used)

PART 3 EXECUTION

3.1 JOB COORDINATION

- (a) Contractor is responsible for daily communication with the Owner relating to areas of door installation work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury.
- (b) At least twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: **Ken Lynchey 603-617-0665**.

3.2 CLEAN-UP

- (a) Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.3 HAZARDOUS MATERIALS

- (b) Should the Contractor uncover materials that are deemed to be hazardous (i.e., asbestos), all work will cease and the contractor will immediately notify the Owner. The Owner shall have the hazardous material removed before commencing work.

END OF GENERAL CONDITIONS

**TECHNICAL SPECIFICATIONS**

SECTION 01 PROJECT SCOPE OF WORK

SECTION 02 CONSTRUCTION WASTE MANAGEMENT AND DEMOLITION

SECTION 03 DOOR HARDWARE

SECTION 04 DOOR SPECIFICATIONS

SECTION 05 SELECTIVE STRUCTURE DEMOLITION

**DRAWING**

MAKERSPACE

## SECTION 1.0 - PROJECT SCOPE OF WORK

## PART 1 GENERAL

## 1.1 SCOPE OF WORK

- A. Contractor is responsible for complete installation of this project including interior entry doors, walls, insulation, and windows, and storage closets.
- B. Contractor will be responsible to acquire all necessary permits to complete this project. Drawing attached in section DWG 1.
- C. Construction of new walls, doors, and windows will be required to meet 1 hour fire rating per NFPA 101 Life Safety Code.
- D. Walls will be insulated for sound proofing.
- E. Gypsum walls will have smooth finish without any imperfections before painting.
- F. 6" Cove base will be installed on new constructed walls, Color TBD
- G. Contractor will be responsible to clean all surface and subsurface areas in classroom side from roof decking to floor and 6' into tradeshop side to allow work and finish work to be completed.
- H. Contractor is responsible for all structural support prior, during, and after installation.
- I. Responsible for any and all demo related to this project such as mason, flooring, walls, plumbing, fire protection, electrical once made job safe, etc.
- J. Contractor will be responsible cleaning and grinding (if necessary) of concrete floor to maintain a consistent level clean floor on classroom side. Contractor will provide color samples, and recommendation of paint samples to be reviewed and approved by Facilities Director before applying.
- K. Contractor is responsible for Patching/Painting:
  - 1. Interior sheetrock/mason existing walls around the new walls and doors. Transition point determined by Facilities Director.
  - 2. All new walls, doors, frames and classroom concrete floor will be painted
  - 3. Paint classroom side mason and sheetrock walls including office/storage room.
  - 4. Paint Color will be provided by Facilities Director. A weeks noticed prior to painting will need to be submitted.

PART 2 EXUCUTION

1.2 SECTION REQUIREMENTS

- A. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- B. Comply with all NFPA 101 Fire, Electrical, Plumbing, Building, and local codes.
- C. Any and all electrical, data, and Fire alarming devices needs will be directed through the Portsmouth School Department contracted service provider Interstate electric which will be coordinated through the Facilities Directors office.
- D. Any sprinkler piping needs will be awarding contractors repsonsibility to address and the Portsmouth School department recommends that John L. Carter Sprinkler be involed in either the work or coordination of work needed.
- E. Owner will occupy portions of building immediately adjacent to selective demolition and construction area. Conduct selective demolition so owner's operations will not be disrupted.
- F. Contractor will responsible to provide its own dumpsters for demo materials.
- G. Contractor to provide its own sanitary service needs.

END OF SECTION 1.0

SECTION 2.0 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

2.0 Drawings and general provisions of the contract, including general and supplementary conditions and Specifications Sections, apply to this sections.

2.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous demolition waste.
  - 2. Disposing of nonhazardous demolition waste.
- B. Related Sections include the following:
  - 1. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

2.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.



- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 2.3 PERFORMANCE GOALS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

### 2.4 SUBMITTALS

- A. Waste Management Plan: Submit 1 copy of plan within 7 days of date established for commencement of the Work.
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

#### 2.5.1 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

## 2.5.2 WASTE MANAGEMENT PLAN

- A. General: Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION

## 2.7 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

## 2.8 RECYCLING DEMOLITION WASTE, GENERAL

- A. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - 1. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

## 2.9 RECYCLING DEMOLITION WASTE

- A. Separate by material

## 2.10 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2.10 DISPOSAL OF WASTE CONTINUED

- 2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 2.0

SECTION 3 - DOOR HARDWARE

PART 1 GENERAL

3.0 SECTION REQUIREMENTS

- A. Products will be consistent with schools existing hardware system. Existing Hardware product Von Duprin Mortise Lever Set with Removable small format core set up. Any questions will be submitted in writing and answered by the Portsmouth School Department hardware representative from Allegion.
- B. Submittals: Hardware schedule.
- C. Fire-Resistance-Rated Assemblies: Provide products that comply with NFPA 80 and are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for applications indicated. On exit devices provide label indicating "Fire Exit Hardware."
- D. Fire Door magnets to be installed and supplied by electrical Contractor to doors that enter shop area. Electrical needs to be coordinated with School Department Electrical Contractor with a weeks notice.

PART 2 PRODUCTS

3.1 HARDWARE SPECIFICATIONS

- A. Available Manufacturers:
  - 1. Schlage
- B. Hinges:
  - 1. Stainless-steel hinges with stainless-steel pins for exterior.
  - 2. Nonremovable hinge pins for exterior and public interior exposure.
  - 3. Ball-bearing hinges for doors with closers and entry doors.
  - 4. 4 hinges for doors.
- C. Lockset
  - 1. L9000 Schlage with thumb turn (01)

## HARWARE SPECIFICATION CONTINUED

2. L9000 Schalage Closet function (02)
3. Von Duprin 36” 9927LBR with dog down cylinder (03)

## D. Key locks to Owner's existing master-key system.

1. Cylinder to be small format

## E. Closers:

1. LCN P1460 Door Closer

1. Mount closers on interior side (room side) of door opening.

2. Adjustable delayed opening (accessible to people with disabilities) feature on closers.

## F. Install wall stops or floor stops.

## PART 3 EXECUTION

## 3.3 INSTALLATION

## A. Provide hardware finishes to all doors unless otherwise directed:

1. Hinges: Stainless Steel Finish
2. Locksets, Latchsets, and Exit Devices: To match existing school hardware finish
3. Closers: Aluminum enamel finish
4. Other Hardware: Matching finish of lockset/latchset.

## B. Mount hardware in locations recommended by the Door and Hardware Manufacture unless otherwise indicated.

## 3.4 HARDWARE SCHEDULE

## A. Each unit will be furnished with:

1. Hinges
2. Threshold (if needed)
3. Door stops
4. Kick plates
5. Door silencers
6. Closers
7. Hardware Set

## B. Hardware Door No. 1:

1. One (1) lever handle mortise entry lock.
2. Two (2) closers.
3. Two (2) exit devices
4. Two (2) kickplates.
5. Door stops
6. Silencers

3.4 HARWARE SCHEDULE CONTINUED

C. Hardware Door No. 2:

1. ONE (1) Mortise entry lock (02)
2. ONE (1) door door closers

D. Hardware Door No. 3:

1. ONE (1) Mortise entry lock. (2)
2. TWO (2) door door closers
3. Top and botton pin locking devices

E. Hardware Door No. 4:

1. ONE (1) lever handle mortise entry lock. (01)
2. ONE (1) closers.
3. ONE (1) exit devices.
4. ONE (1) kickplates.

END OF SECTION 3.

SECTION 4.0 – DOORS

PART 1 GENERAL

4.1 DOOR SCHEDULE

A. Door No. 1:

1. 6/0 – 8/0 solid wood door
2. Meet NFPA 1 hour rating
3. Birch color and manufactures clear coat sealed
3. Both doors will have top half window
4. Finished trim on both side
5. All necessary hardware to fully function

B. Door No. 2

1. 3/0 – 8/0 solid wood door
2. Closet function
3. Birch color and manufactures clear coat sealed
4. Finished trim on both side
5. All necessary hardware to fully function

C. Door No. 3

1. 6/0 – 8/0 solid wood door
2. Closet Function
3. Birch color and manufactures clear coat sealed
4. Finished trim on both side
5. All necessary hardware to fully function

4.1 DOOR SCHEDULE CONTINUED

D. Door No. 4

1. 3/0 – 8/0 solid wood door
2. Meet NFPA 1 hour rating
3. Birch color and manufactures clear coat sealed
3. Door will have top half window
4. Finished trim on both side
5. All necessary hardware to fully function

PART 2 EXUCUTION

4.2 SECTION REQUIREMENTS

INSTALLATION

- A. Isolate surfaces in contact with incompatible materials, including wood, by painting contact surfaces with bituminous coating or primer, or by applying sealant or tape recommended by manufacturer.
- B. Sealants and Joint Fillers: For joints at perimeter of systems as specified in Division 07 Section "Joint Sealants."
- C. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness
- D. Fasteners and Accessories: Compatible with adjacent materials, corrosion-resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.
- E. Install framing components true in alignment with established lines and grades to the following tolerances:
  - a. Variation from Plane: Limit to 1/8 inch in 12 feet; 1/4 inch over total length.
  - b. Alignment: For surfaces abutting in line, limit offset to 1/16 inch. For surfaces meeting at corners, limit offset to 1/32 inch
  - c. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.
- F. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation per manufacture specifications

SECTION 5.0 - SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

5.1 SECTION REQUIREMENTS

- A. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.

B. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

C. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

## PRODUCTS (Not Applicable)

## PART 2 EXECUTION

### 5.2 DEMOLITION

A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

D. 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.

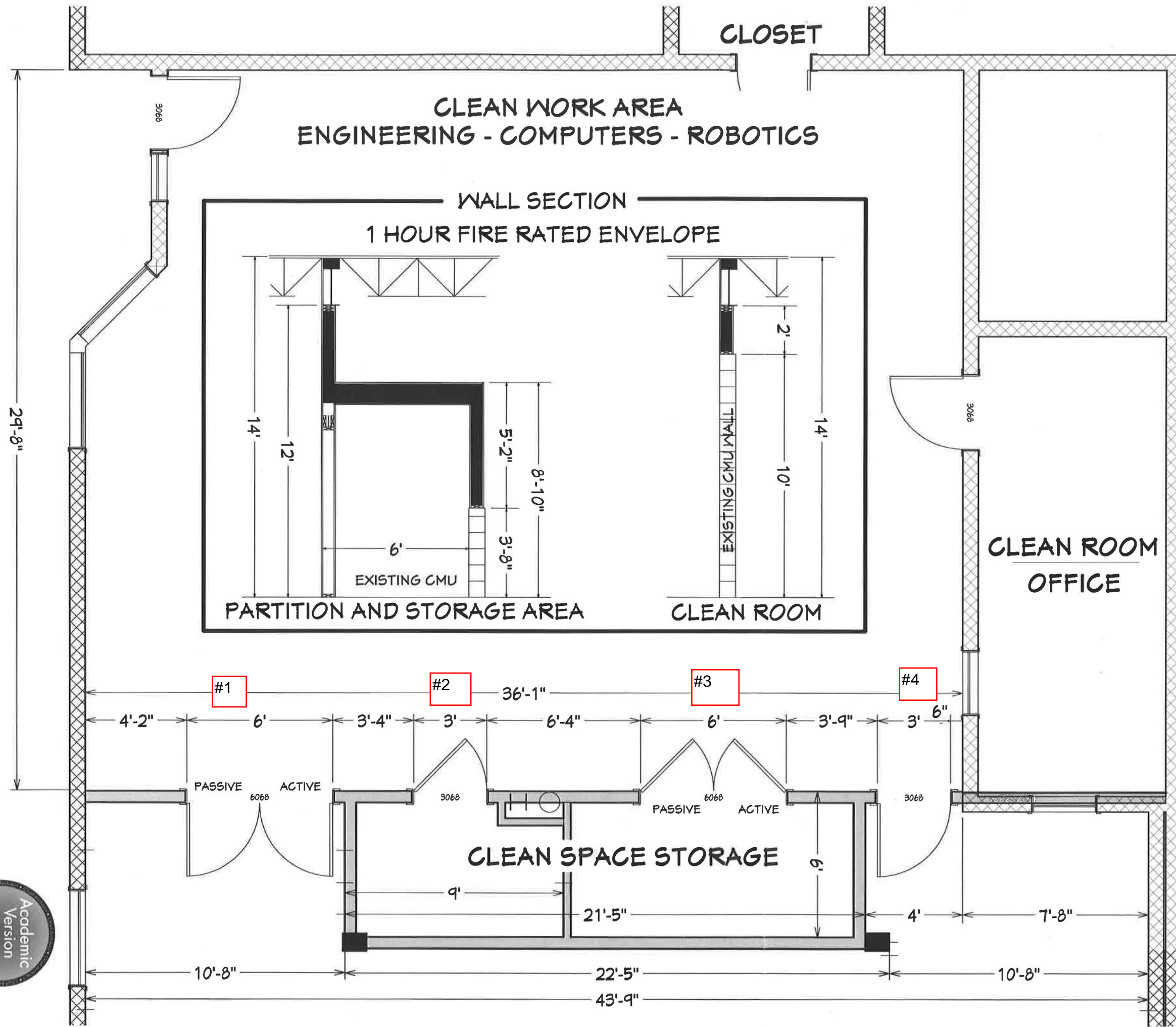
E. Provide temporary protection to prevent damage to structure and interior areas.

F. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.

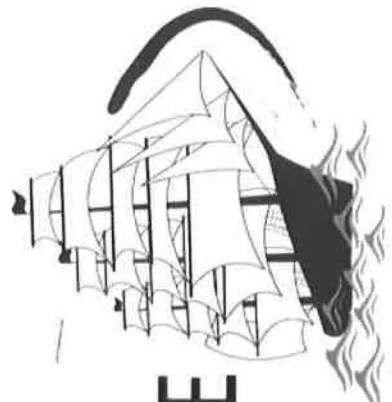
G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 5



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



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