

CONTRACT AND SPECIFICATIONS
for
Bid #14-09 School Door Replacements

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City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth
Engineering Division
Public Works Department

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BID #14-09

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

School Door Replacements

INVITATION TO BID

Sealed bid proposals, **plainly marked**, “**Bid #14-09 School Door Replacements**” **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 PM Friday, January 9, 2009**; at which time all bids will be publicly opened and read aloud.

The City is seeking commercial door installation contractors approved by the manufacturer of the door system they propose. The work shall consist of replacing selected entry doors and door hardware. Minor concrete repairs are required to secure some of these doors properly.

There will be a mandatory pre-bid meeting on Monday, December 29, 2008 at 10:00 a.m. on site. Contractors are to gather outside the Little Harbor School entrance, 50 Clough Dr., Portsmouth NH.

Specifications and bid proposal forms may be obtained from the Finance/Purchasing Department on the third floor at the above address, or at www.cityofportsmouth.com. Procedural questions contact the Finance/Purchasing Department at 603-610-7227. Technical questions should be directed to Dan Hartrey at 610-7299.

Completion date will be 60 calendar days from the date of the Notice to Proceed. Work is to be scheduled for the week of February 23, 2009 when schools are on vacation. Liquidated damages shall be assessed at \$100.00 per day.

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

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, 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.

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 reject 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. Contract Bond

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

- Labor and materials/payment bond in the sum equal to 100 percent of the contract amount.
- A performance bond in the amount of 100 percent of the contract amount.
- At the time of project completion, Contractor shall supply a maintenance bond in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of **one year** after the date of final acceptance of the job by the Owner.

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

6. Execution and Approval of Contract

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

7. Failure to Execute Contract

Failure to execute the contract and file 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

Bid #14-09 School Door Replacements

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 Portsmouth City Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, 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.

Remove and replace sixteen double entry door units at four school locationsl, 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

Bid #14-09 School Door Replacements

THIS AGREEMENT made as of the ____ day of ____ in the year **2008**, 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 Special Provisions
- 6.8 Technical Specifications

6.9 Drawings

6.10 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.

NAME OF BUSINESS

BY: _____

TITLE: _____

ATTEST: _____

(SEAL)

CITY OF PORTSMOUTH, N.H.

BY: _____

John P. Bohenko

TITLE: City Manager

ATTEST: _____

(SEAL)

NOTICE OF INTENT TO AWARD

Date:

TO:

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

Bid #14-09 School Door Replacements

In the City of Portsmouth, New Hampshire, you are hereby notified that the City 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 City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **Bid #14-09 School Door Replacements**

TO:

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

ALL WORK SHALL BE COMPLETED WITHIN 90 DAYS OF THE DATE OF THIS NOTICE.

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 _____

by _____

City Engineer

City Finance

City Manager

Contractor

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if 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: **Bid #14-09 School Door Replacements**

(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:
Bid #14-09 Little Harbor School Door Replacement

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) 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 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 Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive 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

- A. 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.

1.2 ACCESS SECURITY

- A. 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

- C. 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.
- D. 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

- N. 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.
- O. 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.
- P. 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:

Start Date: February 23, 2009.
Completion Date: February 27, 2009.

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% retainer shall be held until delivery of the warranty.
- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 Linchey 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

- A. 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 017419 CONSTRUCTION WASTE MANAGEMENT

SECTION 024119 SELECTIVE STRUCTURE DEMOLITION

SECTION 076200 SHEET METAL FLASHING AND TRIM

SECTION 084113 ALUMINUM STOREFRONTS AND ENTRANCES

SECTION 087100 DOOR HARDWARE

SECTION 088000 GLAZING

DRAWINGS

DWG 1 School Door Replacements
Door and Hardware Schedule

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 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.

1.3 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.

1.4 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. Owner has established minimum goals for the following materials:
 - 1. Demolition Waste:
 - a. Windows.
 - b. Glazing.

1.5 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.

1.6 QUALITY ASSURANCE

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

1.7 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

3.1 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.

3.2 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.
 - 1. 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.
 - a. 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.

3.3 RECYCLING DEMOLITION WASTE

- A. Metals: Separate metals by type.

3.4 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. 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 017419

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Remove and dispose of 29 aluminum single glazed windows.

1.2 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.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.1 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 weather protection to prevent water leakage and 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 024119

SECTION 076200 - SHEET METAL FLASHING AND TRIM**PART 1 - GENERAL****1.1 SECTION REQUIREMENTS**

- A. Submittals: Product Data, Shop Drawings, and Samples.
- B. Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- C. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS**2.1 SHEET METAL**

- A. Copper: ASTM B 370; Temper H00 or H01, cold rolled, not less than 16 oz./sq. ft. (0.55 mm thick).
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), Alloy 3003, 3004, 3105, or 5005, temper suitable for forming and structural performance required, but not less than H14; not less than 0.032 inch (0.8 mm) thick; and finished as follows:
 - 1. Fluoropolymer Two-Coat System: Manufacturer's standard system with topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.

2.2 FLASHING AND TRIM

- A. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Provide break metal as needed to provide watertight window installations in all openings.

2.3 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Butyl Sealant: ASTM C 1311, solvent-release type, for expansion joints with limited movement.
- C. Asphalt Mastic: SSPC-Paint 12, asbestos free, solvent type.
- D. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft. (0.16 kg/sq. m).

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. Comply with SMACNA's "Architectural Sheet Metal Manual." Allow for thermal expansion; set true to line and level. Install Work with laps, joints, and seams permanently watertight and weatherproof; conceal fasteners where possible.

- B. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- C. Fabricate nonmoving seams in sheet metal with flat-lock seams. For aluminum, form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 1. Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), unless pretinned surface would show in finished Work.
- D. Separation: Separate noncompatible metals or corrosive substrates with a coating of asphalt mastic or other permanent separation.

END OF SECTION 076200

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Structural Performance: Provide systems, including anchorage, capable of withstanding loads indicated.
 - 1. Main-Framing-Member Deflection: Limited to 1/175 of clear span or **3/4 inch**, whichever is smaller.
 - 2. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.
- B. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- C. Thermal Conductance: Provide aluminum-framed systems with fixed glazing and framing areas having an average U-factor of **not more than 0.36** Btu/sq. ft. x h x deg F when tested according to AAMA 1503.
- D. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure, but **not less than 6.24 lbf/sq. ft.**
- E. Submittals: Product Data, Shop Drawings, and color Samples.
 - 1. For entrance systems, include hardware schedule and locations.

PART 2 - PRODUCTS

2.1 ALUMINUM-FRAMED STOREFRONTS

- A. Approved Manufacturers:
 - 1. Traco
 - 2. Vistawall
 - 3. Kawneer
 - 4. EFCO Corporation.
- B. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated; **ASTM B 209 (ASTM B 209M)** sheet; **ASTM B 221 (ASTM B 221M)** extrusions.
- C. Glazing: Specified in Division 08 Section "Glazing."
- D. Sealants and Joint Fillers: For joints at perimeter of systems as specified in Division 07 Section "Joint Sealants."
- E. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Construction: Thermally broken.
 - 2. Glazing System: Retained mechanically with gaskets on four sides.

3. Glazing Plane: Center.
- F. Doors: **1-3/4-inch- (44.5-mm-)** thick glazed doors with minimum **0.125-inch- (3.2-mm-)** thick, extruded tubular rail and stile members, mechanically fastened corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods, snap-on extruded-aluminum glazing stops, and preformed gaskets.
1. Interior Doors: Provide ANSI/BHMA A156.16 silencers, three on strike jamb of single-door frames and two on head of double-door frames.
 2. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
 3. Hardware: As specified in Division 08 Section "Door Hardware."
- G. Fasteners and Accessories: Compatible with adjacent materials, corrosion-resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.
- H. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
1. Door Framing: Reinforce to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.
- I. Aluminum Finish: Comply with NAAMMs "Metal Finishes Manual for Architectural and Metal Products." Color anodic, Architectural Class I: AA-M12C22A42/A44, complying with AAMA 611.
1. Color: As selected by Owner from Manufacturer's standard colors.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Isolate metal 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. Install components to provide a weatherproof system.
- C. Install framing components true in alignment with established lines and grades to the following tolerances:
1. Variation from Plane: Limit to **1/8 inch in 12 feet; 1/4 inch** over total length.
 2. Alignment: For surfaces abutting in line, limit offset to **1/16 inch**. For surfaces meeting at corners, limit offset to **1/32 inch**
 3. Diagonal Measurements: Limit difference between diagonal measurements to **1/8 inch**.
- D. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Allowances: Provide hardware under Hardware Allowance in Division 01 Section "Price and Payment Procedures."
- B. Submittals: Hardware schedule.
- C. Deliver keys to Owner.
- D. 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."

PART 2 - PRODUCTS

2.1 HARDWARE

- A. Available Manufacturers:
 - 1. Schlage
 - 2. Ives
 - 3. Von Duprin
 - 4. National Guard Products
- 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. 3 hinges for 1-3/4-inch-thick doors 90 inches or less in height; 4 hinges for doors more than 90 inches in height.
- C. Locksets and Latchsets:
 - 1. BHMA A156.2, Series 4000, Grade 1 for bored locks and latches.
 - 2. BHMA A156.3, Grade 1 for exit devices.
 - 3. BHMA A156.5, Grade 1 for auxiliary locks.
 - 4. BHMA A156.12, Series 5000, Grade 1 for interconnected locks and latches.
 - 5. BHMA A156.13, Series 1000, Grade 1 for mortise locks and latches.
 - 6. Lever handles on locksets and latchsets,.
 - 7. Provide trim on exit devices matching locksets.
- D. Key locks to Owner's existing master-key system.
 - 1. Cylinders with five-pin tumblers and removable cores.
- E. Closers:
 - 1. Mount closers on interior side (room side) of door opening. Provide regular-arm, parallel-arm, or top-jamb-mounted closers as necessary.
 - 2. Adjustable delayed opening (accessible to people with disabilities) feature on closers.
- F. Provide wall stops or floor stops for doors without closers.

- G. Provide hardware finishes as follows:
 - 1. Hinges: Stainless Steel
 - 2. Locksets, Latchsets, and Exit Devices: Satin chrome plated;
 - 3. Closers: Aluminum enamel.
 - 4. Other Hardware: Matching finish of lockset/latchset.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mount hardware in locations recommended by the Door and Hardware Institute unless otherwise indicated.

3.2 HARDWARE SCHEDULE

- A. Each unit will be furnished with:
 - 1. Hinges
 - 2. Threshold
 - 3. Weatherstripping
 - 4. Hardware Set from list below

- B. Hardware Set No. 1:
 - 1. Mortise entry lock (F04).
 - 2. Two door sweeps
 - 3. One astragal

- C. Hardware Set No. 2:
 - 1. One (1) lever handle mortise entry lock (F04).
 - 2. Two (2) door sweeps
 - 3. Two (2) closers.
 - 4. Two (2) exit devices.
 - 5. Two (2) kickplates.

- D. Hardware Set No. 3:
 - 1. Two (2) door sweeps
 - 2. Two (2) closers.
 - 3. Two (2) exit devices.
 - 4. Two (2) kickplates.
 - 5. One (1) astragal

- E. Hardware Set No. 4:
 - 1. One (1) lever handle mortise entry lock (F04).
 - 2. Two (2) door sweeps
 - 3. Two (2) closers.
 - 4. Two (2) exit devices.

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSI Z97.1.
- C. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated.
 - 1. GANA Publications: GANA's "Glazing Manual."
 - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing"; and AAMA TIR-A7, "Sloped Glazing Guidelines."
 - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
 - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."

PART 2 - PRODUCTS

2.1 GLASS

- A. Heat-Treated Float Glass **GL-1**: ASTM C 1048, Condition A (uncoated), Type I, Class 1 (clear), Quality Q3, Kind FT (fully tempered).
- B. Heat-Treated Float Glass **GL-2**: ASTM C 1048, Condition C (coated), Type I, Class 1 (clear), Quality Q3, Kind FT (fully tempered).
- C. Coated Glass: ASTM C 1048, Condition C, Type I, Class 1 (clear), Quality Q3. Use pyrolytic process to coat glass.

2.2 FABRICATED GLASS PRODUCTS

- A. Laminated Glass GL-3: Two sheets 3.0-mm- thick, with polyvinyl butyryl sheet interlayer. Comply with ASTM C 1172.
- B. Sealed Insulating-Glass Units GL-4: Factory-assembled units complying with ASTM E 774 for Class CBA units, with two 6.0-mm- thick sheets of glass separated by a **1/2-inch (12.7-mm)** dehydrated space filled with air.
 - 1. Inboard Lite: GL-1
 - 2. Outboard Lite: GL-1
 - 3. Low-Emissivity Coating: Second surface.

PART 3 - EXECUTION

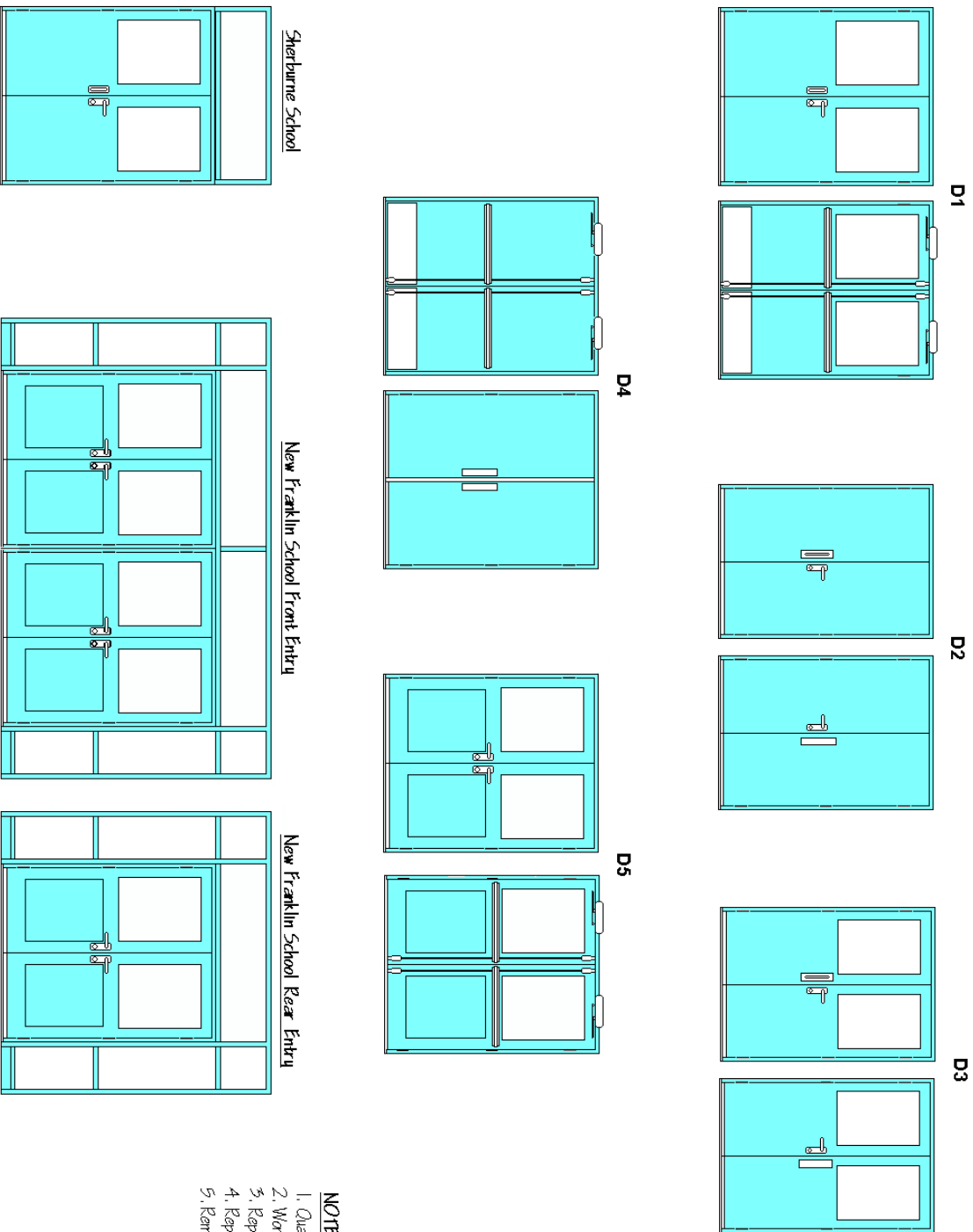
3.1 INSTALLATION

- A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are contained in GANA's "Glazing Manual."

- B. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- C. Remove nonpermanent labels, and clean surfaces immediately after installation.

END OF SECTION 088000

DOOR TYPES



DOOR AND HARDWARE SCHEDULE

TYPE	QTY. (PAIRS)	LOCATION	HARDWARE	
D1	4	Little Harbor Academic	1 Lever Lockset 1 Pull	
	1	Little Harbor Rear	2 Door Sweeps	
	1	Middle School	2 Closers 2 Exit Devices	
	1	Sherburne ³	2 Kickplates	
D2	3	Little Harbor Rear	1 Lever Lockset 1 Pull / Push Plate 2 Door Sweeps 1 Astragal	
	D3	1	Little Harbor Rear	1 Lever Lockset 1 Pull / Push Plate 2 Door Sweeps 1 Astragal
		1	Little Harbor Rear	2 Door Sweeps 2 Closers 2 Exit Devices 2 Kickplates
D4	1	Little Harbor Gym	2 Door Sweeps 2 Closers 2 Exit Devices 2 Kickplates 1 Astragal	
	3	New Franklin ⁴	2 Lever Locksets 2 Door Sweeps 2 Closers 2 Exit Devices 2 Kickplates	

NOTES

1. Quantities listed refer to pairs of double doors.
2. Work includes all concrete repair's necessary to secure aluminum frames to existing surfaces.
3. Replace transom at Sherburne School location.
4. Replace transoms and sidelights at New Franklin locations
5. Remove and reset all access security magnetic contacts.

**CITY OF PORTSMOUTH
PUBLIC WORKS DEPARTMENT**

SCHOOL DOOR REPLACEMENTS

JOB NO.	DATE	DRAWN BY	
#14-09	11/26/08	DJH	

Sherburne School

New Franklin School Front Entry

New Franklin School Rear Entry