

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

BID #14-25

Foundry Place Parking Office Construction

Karen S. Conard, City Manager
City of Portsmouth, New Hampshire

Prepared by:
City of Portsmouth
Public Works Department

Bid #14-25 Foundry Place Parking Office Construction

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CITY OF PORTSMOUTH
Portsmouth, New Hampshire
Department of Public Works

Foundry Place Parking Office Construction

INVITATION TO BID

Sealed bid proposals, plainly marked, **Foundry Place Parking Office Construction**, Bid Proposal #14-25 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, 3rd Floor, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. Thursday November 21, 2024 at which time all bids will be publicly opened and read aloud.

This project consists of constructing office space on the ground floor of the Foundry Place Garage for use of the city parking department that will consolidate department functions and staff to one location. The work includes construction of a customer service area, individual offices, conference rooms, a kitchen, locker room, storage, mechanical electrical and IT rooms. The project is to be completed within 120 days once work has begun. All sections of the work shall be completed by terms of the contract. 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.

Specifications may be obtained from the City's web site. <http://www.cityofportsmouth.com/finance/purchasing.htm>. 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.

There will be a **mandatory** walkthrough on **Tuesday November 12, 2024, at 9:00 a.m.** Contractors must attend to submit a bid. Questions about this project must be submitted in writing to purchasing@cityofportsmouth.com by 1:00 p.m. November 14, 2024.

The City reserves the right, after bid opening and prior to awarding the contract, to modify the amount of the work in the event that bids exceed budgeted amounts. The City of Portsmouth further reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City. Contract execution is contingent upon available funding.

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, if requested, subsequent to bid opening but prior to award.

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. Any Bid submitted by a Bidder not pre-qualified will be rejected as non-conforming. Any subcontractor working on the project will be pre-approved by the City prior to the start of construction

2. Interpretation of Quantities in Bid Schedules

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

3. Examination of Plans, Specifications and Site Work

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

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

4. Familiarity with Laws

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

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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.

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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:

- a. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders.
- c. Failure to submit all required information requested in the bid specifications.
- d. Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidder's qualification or otherwise.
- e. Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.

12. Material Guaranty and Samples

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

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

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.

2. Award of Contract

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 their proposal, that their bid has been accepted and that the Bidder has been awarded the contract.

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

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 Bonds

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

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

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

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

Each bond shall be:

- a. in a form satisfactory to the Owner;
- b. 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
- c. 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.

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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.

8. Reservation of Rights

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

9. Non-Discrimination

By acceptance hereof, Contractor certifies that during the performance of this order, it will not discriminate on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status in employment practices, in the selection or retention of subcontractors, if any, or in the procurement of materials and supply of equipment.

10. Indemnification of City

Contractor shall defend, indemnify and hold harmless the City of Portsmouth and its agents, officials, and employees from and against any and all claims, actions, damages, and losses incurred by Portsmouth arising out of or relating to Contractor's negligence or breach of their obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

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PROPOSAL FORM

Foundry Place Parking Office Construction

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. The only parties interested in the Bid as Principals are named herein.
2. This bid is made without collusion with any other person, firm or corporation.
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. And the bidder understands that the quantities of work tabulated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease or deletion as deemed necessary by the Engineer. Any such changes will not 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 perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

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PROPOSAL continued

TOTAL LUMP SUM BID:

Total in Figures \$ _____

In Words \$ _____

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

Date

Company

By: _____
Signature

Business Address

Title: _____

City, State, Zip Code

Telephone: _____

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

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

By: _____
Signature

In order to follow the City's sustainability practices, future bid invitations/specifications may be sent electronically. Please provide an email address as to where I could email future bid invitations/specifications of this type. Thank you in advance for your cooperation.

Email
Address: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? _____(no)____(yes). If so, where and why?
10. Have you ever defaulted on a contract?
_____ (no)_____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
_____ (no)_____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.
15. List any subcontractors whom you will use for the following (unless this work is to be done by your own organization, if so please state).
 - a. demolition/ salvage _____
 - b. Plantings _____
 - c. brick pavers _____
 - d. sitework _____

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

16. With what banks do you do business?

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a. Do you grant the Owner permission to contact this/these institutions?
____(yes) ____ (no).

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

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

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

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

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

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

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

Notary of Public

My Commission expires _____

BID SECURITY BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

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

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

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

NOW THEREFORE,

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

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

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BID SECURITY BOND (continued)

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

IN WITNESS WHEREOF, the parties hereto have duly executed

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

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

CONTRACT AGREEMENT

Foundry Place Parking Office Construction

THIS AGREEMENT made as of the _____ in the year **2024**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____. (hereinafter called the Contractor),

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

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

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

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. It is anticipated this Work will be completed by June 30, 2025.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for work designated by the Owner as shown in the Contract Documents. Owner makes no representation that it will undertake all the repairs estimated in the bid proposal form. The contractor will be paid only for work performed in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

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

ARTICLE VI - RETAINAGE - To insure the proper performance of this Contract, the Owner shall retain **ten percent** of the monthly payments claimed by the Contractor until 50% of the original contract work is invoiced and approved by the City. Once the Contractor has invoiced more than 50% of the original contract value, provided that the Contractor has satisfied the City regarding the quality and timeliness of the work and provided further that there is no specific cause for withholding additional retainage, no further amount will be withheld. Upon substantial completion of the work the amount of retainage shall be reduced to 2% of the total contract value plus any additional retainage amounts required by the City based on the City's estimate of the fair value of any remaining punch list items. Any additional retainage held for punch list items shall be held until such time as all items on the punch list are repaired or completed to the City's acceptance. The final 2% of retainage shall be held until the warranty period has expired.

ARTICLE VII - LIQUIDATED DAMAGES – Owner anticipates 75 working days to complete the Work. 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. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

CONTRACT AGREEMENT (continued)

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

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

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

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor shall defend, indemnify and hold harmless Owner and its officials and employees from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys’ fees) to the extent arising out of or relating to Contractor’s alleged negligence or breach of its obligations or warranties under this Contract. Contractor shall defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

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

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

ARTICLE XIII – NONDISCRIMINATION - By acceptance hereof, Contractor certifies that during the performance of this order, it will not discriminate on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status in employment practices, in the selection or retention of subcontractors, if any, or in the procurement of materials and supply of equipment.

ARTICLE IX – MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any

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of the Contract Documents; and specifically, not assign any monies due, or to become due, without the prior written consent of Owner.

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

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

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
Karen S. Conard

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

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

Foundry Place Parking Office Construction

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

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within fifteen (15) calendar days from the date of this Notice.

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

City of Portsmouth
Portsmouth, New Hampshire

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NOTICE TO PROCEED

DATE:

PROJECT: **Foundry Place Parking Office Construction**

TO: _____

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED, _____ ALL WORK SHALL BE
COMPLETED PRIOR TO _____.

CITY OF PORTSMOUTH, N.H.

BY: Peter H. Rice

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

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CHANGE ORDER

Change Order # _____

Date of Issuance: _____

Owner: CITY OF PORTSMOUTH, N.H

Contractor: _____

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

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:

Original Completion Date:

\$ _____

_____ Days

Contract Price prior to this Change Order:

Contract Time prior to this Change Order:

\$ _____

_____ Days

Net Increase 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:

by _____ by _____
by _____
Public Works Director City Finance

by _____
City Manager

Contractor

LABOR AND MATERIAL PAYMENT BOND

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

Bond Number _____

KNOW ALL BY THESE PRESENTS:

that _____

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

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

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

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

contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, 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

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LABOR AND MATERIAL PAYMENT BOND (continued)

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

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

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

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

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

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

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

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

(Surety Company)

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

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.

Bid #14-25 Foundry Place Parking Office Construction

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

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CONTRACTOR'S AFFIDAVIT

STATE OF _____ :

COUNTY OF _____ :

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

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

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

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Foundry Place Parking Office Construction**

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

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

CONTRACTOR'S RELEASE

KNOW ALL BY THESE PRESENTS that

_____ (Contractor) of
_____, County of _____ and State of _____
_____ does hereby acknowledge
that _____ (Contractor)

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

Foundry Place Parking Office Construction

NOW THEREFORE, the said

_____ (Contractor)

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

IN WITNESS WHEREOF,

Contractor:

By: _____

print name of witness: _____

Its Duly Authorized _____

Dated: _____

SPECIAL PROVISIONS

SCOPE OF WORK

1. INTENT OF CONTRACT

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

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Clean up
- b. Signs
- c. Mobilization/Demobilization
- d. Restoration of property
- e. Cooperation with other contractors, abutters and utilities.
- f. Utility crossings, (unless otherwise paid for)
- g. Steel and/or wood sheeting as required.
- h. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

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

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

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

Bid #14-25 Foundry Place Parking Office Construction

6. FINAL CLEANING UP

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

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

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

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

1. Technical Specifications will govern General Requirements.
2. Special Provisions will govern Technical Specifications.
3. Plans will govern Special Provisions, Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

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

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

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

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

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

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

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

(d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced if so determined by the City Arborist, at his or her sole discretion.

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

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(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

3. MAINTENANCE DURING CONSTRUCTION

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

4. SAFETY PRECAUTIONS

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

5. PERMITS

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

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

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

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such police officers as the City Engineer deems necessary for the direction and control of traffic within the site of project.

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

TEMPORARY FACILITIES

1. STORAGE FACILITIES

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

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

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

2. SANITARY FACILITIES

(a) The Contractor shall provide for toilet facilities for the use of the workers employed on the work.

(b) Temporary toilet facilities may be installed provided that the installation and maintenance conform with all State and local laws, codes, regulations and ordinances governing such work. They shall be properly lit and ventilated and shall be kept clean at all times.

(c) Prior to final acceptance of the work all temporary toilet facilities shall be removed from the site.

3. TEMPORARY WATER

The Owner will provide temporary access to water for Contractor construction operations.

4. TEMPORARY ELECTRICITY

The Owner will provide temporary access to electricity for Contractor construction operations.

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

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

- A) Workers' Comprehensive Insurance coverage in at least statutorily required amounts for all people employed by the Contractor to perform work on this project.
- 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.

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) The city of Portsmouth shall be listed as a Certificate Holder and Additional Insured. The City shall be identified as follows:

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

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The method of measurement and computation to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.

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

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

2. SCOPE OF PAYMENT

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

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

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

3. COMPENSATION FOR ALTERED QUANTITIES

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

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

Bid #14-25 Foundry Place Parking Office Construction

4. PARTIAL PAYMENTS

(a) Partial payments of work accepted by the City will be made on a monthly basis during the contract period minus the retainage amount.

MEASUREMENT AND PAYMENT (continued)

(b) Invoices will be submitted in AIA G702 Application for Payment format, detailing individual sub-contractor payment

(c) See Article VI of the Contract Agreement regarding retainage schedule.

(d) Send payment applications to designated parties and copy:
dpwinvoices@cityofportsmouth.com

5. FINAL ACCEPTANCE

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

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

6. ACCEPTANCE AND FINAL PAYMENT

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

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equal to two percent (2%) of the whole will be deducted and retained by the Owner for the guaranty period.

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

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the

Bid #14-25 Foundry Place Parking Office Construction

Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

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

MEASUREMENT AND PAYMENT (continued)

any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

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

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by

failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

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

TECHNICAL SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

- 011000 SUMMARY
- 012500 SUBSTITUTION PROCEDURES
- 013000 ADMINISTRATIVE REQUIREMENTS
- 014000 QUALITY REQUIREMENTS
- 016000 PRODUCT REQUIREMENTS
- 017000 EXECUTION AND CLOSEOUT REQUIREMENTS
- 017800 CLOSEOUT SUBMITTALS

DIVISION 02 – EXISTING CONDITIONS

- 024100 DEMOLITION

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

- 061053 MISCELLANEOUS ROUGH CARPENTRY
- 064100 ARCHITECTURAL WOOD CASEWORK

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 072100 THERMAL INSULATION
- 072119 FOAMED-IN-PLACE INSULATION
- 078400 FIRESTOPPING
- 079200 JOINT SEALANTS

DIVISION 08 - OPENINGS

- 081113 HOLLOW METAL DOORS AND FRAMES
- 081416 FLUSH WOOD DOORS
- 083100 ACCESS DOORS AND PANELS
- 087100 DOOR HARDWARE

DIVISION 09 - FINISHES

- 090561 COMMON WORK RESULTS FOR FLOORING PREPARATION
- 092116 GYPSUM BOARD ASSEMBLIES
- 093000 TILING
- 095100 ACOUSTICAL CEILINGS
- 096500 RESILIENT FLOORING
- 096813 TILE CARPETING
- 099123 INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

- 101423 PANEL SIGNAGE
- 102600 WALL AND DOOR PROTECTION
- 102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
- 104400 FIRE PROTECTION SPECIALTIES

DIVISION 11 - EQUIPMENT

- 113013 RESIDENTIAL APPLIANCES

DIVISION 12 - FURNISHINGS

- 123600 COUNTERTOPS

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DIVISION 22 - PLUMBING

- 22 05 00 COMMON WORK RESULTS FOR PLUMBING
- 22 05 16 EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
- 22 05 19 METERS AND GAUGES FOR PLUMBING PIPING
- 22 05 23 GENERAL-DUTY VALVES FOR PLUMBING PIPING
- 22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
- 22 05 48 VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
- 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
- 22 07 19 PLUMBING PIPING INSULATION
- 22 10 05 PLUMBING PIPING
- 22 10 06 PLUMBING PIPING SPECIALTIES
- 22 30 00 PLUMBING EQUIPMENT
- 22 40 00 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 05 00 COMMON WORK RESULTS FOR HVAC
- 23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 23 05 16 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING
- 23 05 19 METERS AND GAUGES FOR HVAC PIPING
- 23 05 23 GENERAL-DUTY VALVES FOR HVAC PIPING
- 23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC
- 23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
- 23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 23 07 13 DUCT INSULATION
- 23 07 19 HVAC PIPING INSULATION
- 23 08 00 COMMISSIONING OF HVAC
- 23 09 13 INSTRUMENTATION AND CONTROL DEVICES FOR HVAC
- 23 09 93 SEQUENCE OF OPERATIONS FOR HVAC CONTROLS
- 23 23 00 REFRIGERANT PIPING
- 23 31 00 HVAC DUCTS AND CASINGS
- 23 33 00 AIR DUCT ACCESSORIES
- 23 37 00 AIR OUTLETS AND INLETS
- 23 72 00 AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
- 23 81 26.13 SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

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23 81 29 VARIABLE REFRIGERANT FLOW HVAC SYSTEMS
23 82 16 AIR COILS

DIVISION 26 - ELECTRICAL

26 05 00 BASIC ELECTRICAL REQUIREMENTS
26 05 ELECTRICAL EQUIPMENT TESTING
00.20
26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL
26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 CONDUIT FOR ELECTRICAL SYSTEMS
33.13
26 05 BOXES FOR ELECTRICAL SYSTEMS
33.16
26 05 36 CABLE TRAYS FOR ELECTRICAL SYSTEMS
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 73 ELECTRICAL POWER SYSTEM STUDY
26 09 23 LIGHTING CONTROL DEVICES
26 22 00 LOW-VOLTAGE TRANSFORMERS
26 24 16 PANELBOARDS
26 28 13 FUSES
26 28 ENCLOSED CIRCUIT BREAKERS
16.13
26 28 ENCLOSED SWITCHES
16.16
26 29 13 ENCLOSED CONTROLLERS
26 51 00 INTERIOR LIGHTING

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 46 00 FIRE DETECTION AND ALARM