

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

South Meeting House Exterior Paint and Repairs

BID #45-23

Karen S. Conard, City Manager

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City of Portsmouth
Portsmouth, NH
Department of Public Works

South Meeting House Exterior Paint and Repairs

INVITATION TO BID

Sealed bid proposals, **plainly marked**, **“Bid #45-23 South Meeting House Exterior Paint and Repairs” on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, Municipal Complex, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 pm on June 7, 2023** at which time all bids will be publicly opened and read aloud. A **non-mandatory** pre-bid meeting will be held **11 a.m. Wednesday May 24, 2023** Portsmouth Municipal Complex entrance, 1 Junkins Ave. in Portsmouth, N.H.

The City of Portsmouth is seeking proposals from lead paint State of NH certified, qualified Contractors for minor carpentry repairs, prepping and painting the exterior of the South Meeting House at 280 Marcy Street. Work will include replacement of failed clapboards and exterior trim, reglazing and painting of exposed window sashes, sealing and painting of exposed joints in the open air bell tower, prepping and painting copper roofing above clock and bell tower roofs.

Specifications, drawings, and bid proposal forms may be obtained from the City website at <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Questions may be addressed to the Procurement Coordinator, emailed to purchasing@cityofportsmouth.com no later than **3:00 pm May 31, 2023**. 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 on **June 2, 2023 at 12:00 pm**. Addenda and updates will NOT be sent directly to vendors.

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

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check 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 also included as part of this document.

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

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

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

4. Familiarity with Laws

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

5. Preparation of Proposal

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

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

6. Nonconforming Proposals

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

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

7. Proposal Guaranty

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

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

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

12. Material Guaranty and Samples

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

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

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

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, emailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

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

3. Reservation of Rights

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.

The City reserves the right to make inquires regarding the qualifications and reputation of the bidder. By submitting a bid proposal, bidder agrees to hold harmless the Owner and its employees and agents from any and all claims, actions, and damages arising from such investigation. Bidder may be requested to execute releases.

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 guarantees 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:

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

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

- The bond shall be in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one (1) year after the date of final acceptance of the job by the Owner.

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

6. Execution and Approval of Contract

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

7. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the City may exercise its reserved rights including the rejection of all bids or re-advertisement.

PROPOSAL FORM

South Meeting House Exterior Paint and Repairs

CITY OF PORTSMOUTH, N.H.

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

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

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the 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, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices;
6. It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item, to wit:
7. This project will be bid as lump sum. Work Items include:
 - a) Scrape all existing exterior painted surfaces to remove flaking paint using lead safe work practices.
 - b) Replace failed clapboards and trim in kind.
 - c) Apply glazing compound to muntins of exposed double hung windows as needed before painting.
 - d) Spot prime all bare wood surfaces after scraping.
 - e) Caulk perimeters of clock faces with paintable silicone caulking.
 - f) Caulk wood joints in open air bell tower with paintable silicone caulking.
 - g) Seal holes in copper roofing above the clock level with silicone.

BID #45-23 South Meeting House Exterior Paint and Repairs

- h) Seal holes in copper belfry roof with silicone, including clad finial supporting the weathervane.
- i) Prep and paint all wood surfaces 2 coats latex paint.
- j) Paint Roof above clock, and belfry roof with copper compatible coating.

In Figures \$ _____

In Words \$ _____

NH lead paint renovator Certification Number _____

Date available to begin the work: _____

To Bidder: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.

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

PRINTED NAME/TITLE

STREET ADDRESS,

CITY, STATE, ZIPCODE

TELEPHONE NUMBER,

EMAIL ADDRESS

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
_____ 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.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the _____
day of _____, 20__.

_____ L.S.
(Name of Principal)

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Must be Supplied with Bid

All questions must be answered, and the data given must be clear and comprehensive. 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 failed within the last seven years to complete any work awarded to you?
____(no)____(yes). If so, where and why?
10. Have you defaulted on a contract within the last seven years?
____(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.

BIDDER'S QUALIFICATIONS continued

13. List your major equipment available for this contract.

15. List any personnel for this project that are certified per EPA RRP as lead paint contractors:

Name: _____ Cert. No. _____

Name: _____ Cert. No. _____

Name: _____ Cert. No. _____

14. List any subcontractors whom you would expect to use for this project and their scope of work (unless this work is to be done by your own organization).

Carpentry _____

Sealant _____

Painting _____

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

Name of Bidder

BY _____

TITLE _____

CONTRACT AGREEMENT

South Meeting House Exterior Paint and Repairs

THIS AGREEMENT made as of the ___ day of _____ in the year **2023**, 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. All work will be done per specifications attached to Bid document #45-23.

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

ARTICLE III - CONTRACT TIME - The work will commence in accordance with the Notice to Proceed and be complete in 90 days, beginning no later than September 1, 2023 and completed by December 1, 2023.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents.

ARTICLE V - PAYMENT - Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price, subject to additions and deductions provided for in the Contract Documents.

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

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

CONTRACT AGREEMENT (continued)

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

- 8.1 This Agreement
- 8.2 Contractor’s Bid and Bonds
- 8.3 Notice of 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 Specifications
- 8.8 Special Provisions
- 8.9 Any modifications, including change orders, duly delivered after execution of this Agreement.

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

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance 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 XI – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. Fees for City Permits only will be waived.

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 - Any entity that enters into a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit 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.

Not discriminate in the performance of the contract 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.

ARTICLE XIV – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

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

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
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:

BID #45-23 South Meeting House Exterior Paint and Repairs

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

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

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

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger
Director Finance & Administration

NOTICE TO PROCEED

DATE:

BID #45-23
South Meeting House Exterior Paint and Repairs

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED, _____
WORK SHALL BE COMPLETED PRIOR TO _____.

CITY OF PORTSMOUTH, N.H.

BY: Peter H. Rice, PE

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order Number:

Date of Issuance:

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

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

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this Change Order:
\$

Contract Time prior to this Change Order:
days

Net Increase of this Change Order:
\$

Net Increase 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 _____
PW Director City Finance City Manager Contractor

LABOR AND MATERIAL PAYMENT BOND

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

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

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

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

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

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by **the City of Portsmouth.** on behalf of the City of Portsmouth, 1 Junkins Avenue, Portsmouth, N.H. 03801; which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

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

LABOR AND MATERIAL PAYMENT BOND (continued)

(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. 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 Construction of: **BID# 25-23 South Meeting House Exterior Paint and Repairs**

(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

I, _____ {insert name},
in my capacity as _____ {insert title}
of _____ {insert name of Contractor}

agree that upon receipt of the sum of \$ _____ from the CITY OF
PORTSMOUTH NEW HAMPSHIRE as final and completed payment for the construction of:
_____ {insert name of project}

do hereby on behalf of _____ {name of Contractor} and its
successors and assigns 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 construction of the above-referenced project and the contract dated
_____. All claims and demands shall include without limitation all actions, causes,
suits, debts, dues, duties, sums of money, accounts, reckonings, bonds, bills, specifications,
covenants, contracts, agreements, promises, damages and judgments whatsoever in law or equity
against the City of Portsmouth, New Hampshire which Contractor ever had, now has 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,

Witness

Contractor:

print name : _____

By: _____
Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

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

2. INCIDENTAL WORK

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

- a. Rigging
- b. General clean up
- c. Cleaning around work area
- d. Signs & barricades
- e. Mobilization/Demobilization
- f. Restoration of property
- g. Cooperation with other contractors, abutters and occupants.
- b. Accessories and fasteners or components required to make items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

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

4. EXTRA WORK ITEMS

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

5. CHANGE ORDERS

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

GENERAL REQUIREMENTS (continued).

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. Specifications will govern General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, sections.

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 address and repair all scars, to the satisfaction of the City Engineer, 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, in his or her sole discretion.

CONTROL OF WORK (continued)

(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.

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the historic & 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 prosecuted 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. Contractor is responsible for complying with OSHA requirements by providing all employees and subcontractors with proper safety equipment including but not limited to hardhats, safety glasses, safety harnesses.

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.

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.

INSURANCE REQUIREMENTS

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

AMOUNT OF INSURANCE

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

Coverage requirements can be met with excess policies

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

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

ADDITIONAL INSURED

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

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

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 a location approved by the Owner.

(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

The Owner shall provide toilet facilities for the use of the workers employed on the work. The sole location of toilet facilities to be used on site will be identified by Owner.

3. WATER FACILITIES

The Owner shall provide the Contractor with reasonable access to water facilities for construction operations. The Contractor at times may be responsible for providing water for project related needs.

4. TEMPORARY ELECTRICITY

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

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

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

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

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

2. SCOPE OF PAYMENT

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

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

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

3. PAYMENT PROCEDURES

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

4. COMPENSATION FOR ALTERED QUANTITIES

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

(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.

MEASUREMENT AND PAYMENT (continued)

5. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period. From the total amount ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until such time as the work is 50 % complete at which time retainage will be reduced to 5%.

6. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Owner or City Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Owner or City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the City Engineer's inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

7. ACCEPTANCE AND FINAL PAYMENT

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

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, **an amount equal to two percent (2%) of the whole will be deducted and retained by the Owner for the guaranty period.** After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

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

8. GENERAL GUARANTY AND WARRANTY OF TITLE

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

MEASUREMENT AND PAYMENT (continued)

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

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

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

(c) At completion of project, Contractor to provide to Owner, written guarantee of one (1) year Workmanship warranty; and one (1) year Manufacturer's warranty.

9. 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.

10. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

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

TECHNICAL SPECIFICATIONS

SECTION 011000 -	SUMMARY
SECTION 013000 -	ADMINISTRATIVE REQUIREMENTS
SECTION 017010 -	EXECUTION AND CLOSEOUT REQUIREMENTS
SECTION 024119 -	SELECTIVE DEMOLITION
SECTION 064013 -	EXTERIOR SIDING and TRIM CARPENTRY
SECTION 099150 -	EXTERIOR REPAINTING
ATTACHMENT 1-	CLOCK FACE AND BELFRY WORK

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Scrape all existing exterior painted surfaces using lead safe work practices.
- B. Replace failed clapboards and trim in kind. Renail all loose clapboards and trim.
- C. Apply glazing compound to muntins of exposed double hung windows as needed before painting.
- D. Spot prime all bare wood surfaces after scraping.
- E. Caulk perimeters of clock faces with paintable silicone caulking.
- F. Caulk wood joints in open air bell tower with paintable silicone caulking.
- G. Seal holes in copper roofing above the clock level with silicone.
- H. Seal holes in copper belfry roof with silicone, including clad finial supporting the weathervane.
- I. Prep, caulk and paint all wood surfaces 2 coats latex paint.
- J. Paint copper roof above clock, and copper belfry roof with compatible coating.

1.2 RESTRICTIONS

- A. During construction, Contractor will have limited use of area indicated as follows:
 - A. Work hours are 7:00 a.m. to 6:00 p.m. Monday through Friday unless otherwise approved in writing by the Owner.

1.3 WORK IN OTHER DIVISIONS AND BY OTHER CONTRACTORS

- A. The Owner shall provide for coordination of the activities of the Owner's own forces, who shall cooperate with them. The Contractor shall participate with the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement.
- B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discovered.

END OF SECTION 01100

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1- GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Conduct progress meetings with Owner at Project site as needed.

1.2 SUBMITTAL PROCEDURES

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

CONTRACTOR'S REVIEW

- A. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- F. Proceed with execution of the Work, documented by applicable submittals, using only shop drawings, product data and samples indicating Structural Engineer's action.
- G. Submittal sent to the Structural Engineer without the Contractor's stamp of review, submittal shall be returned to the Contractor with no action taken by the Structural Engineer.

1.3 OWNER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly.
- B. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly.

PART 2 - PRODUCTS

BID #45-23 South Meeting House Exterior Paint and Repairs

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable choices and options. Include the following:
 - 1. Data indicating compliance with specified standards and requirements.
 - 2. Notation of coordination requirements.
 - 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- B. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show full range of the variations. Include name of manufacturer and product name on label.

2.2 INFORMATION SUBMITTALS

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

END OF SECTION 01300

SECTION 01701 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Provide 2 year Workmanship Warranty

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.
- D. Prepare the site to meet the US Environmental Protection Agency's current requirements for Lead Safety for Renovation, Repair, and Painting.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of Owner.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Clean Project site and work areas daily, including common areas.

3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Wipe surfaces of mechanical and electrical equipment, confirm windows are clean and free of dust from painting operations, clean walkways of paint chips and remove paint from areas not requiring paint.

3.5 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
 - 1. Submit specific warranties, maintenance agreements, and similar documents.
 - 2. Complete final cleaning requirements, including touchup painting.
 - 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. On receipt of a request for inspection, Owner will proceed with inspection or advise Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Request inspection for certification of Final Completion, once the following are complete:
 - 1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Owner will reinspect the Work on receipt of notice that the Work has been completed.
 - 1. On completion of reinspection, Owner will prepare a final Certificate for Payment. If the Work is incomplete, Owner will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01701

SECTION 024119 - SELECTIVE DEMOLITION

PART 2 - GENERAL

2.1 SECTION REQUIREMENTS

- A. Work in this section will disturb materials that contain lead based paint. Contractor will be certified Lead safe Contractor.
- B. Items indicated to be removed and salvaged remain Owner's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

PART 3 - PRODUCTS

3.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with EPA regulations and with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards:
 - A. Comply with ANSI/ASSE A10.6 and NFPA 241.
 - B. Comply with EPA lead paint work practices.

PART 4 - EXECUTION

4.1 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 seal or cap off indicated 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.

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- 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, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- F. Requirements for Building Reuse:
 - A. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- 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. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill. Do not burn demolished materials.
- I. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 064013 - EXTERIOR SIDING and TRIM CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Remove and replace defective trim and clapboards as needed to make a watertight building envelope using lead safe work practices. Renail remaining siding and trim.
- B. Quality Standards:
 - A. Architectural Woodwork Institute's "Architectural Woodwork Quality Standards".
 - B. Master Painters Institute "Repainting Manual Preparation".

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Preservative Treatment: Comply with WDMA I.S.4 for items indicated to receive water-repellent preservative treatment.
- B. Fasteners for Exterior Woodwork: hot-dip galvanized or stainless steel nails.

2.2 EXTERIOR WOODWORK AND PVC TRIM

- A. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- B. Clapboards: back primed pine or cedar.
- C. Exterior Standing and Running Trim: Clear pine or PVC trim boards.
- D. Prime woodwork for opaque finish with one coat of specified wood primer.
- E. Back prime with one coat of sealer or primer, compatible with finish coats.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install trim boards and clapboards to comply with referenced quality standard for grade specified.
- B. Install woodwork true and straight with no distortions. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).

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- C. Scribe and cut woodwork to fit adjoining work and refinish cut surfaces or repair damaged finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Fasten with countersunk concealed fasteners and blind nailing. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- E. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

END OF SECTION 064013

SECTION 099150 EXTERIOR REPAINTING

PART 1 - GENERAL

1.1 Description:

Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all exterior repainting work as indicated on Finish Schedules and to the full extent of the drawings and specifications.

- .1 Work under this Contract shall also include, but not limited to:
 - .a Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to the limits defined under MPI Repainting Manual Preparation requirements.
 - .b Specific pre-treatments noted herein or specified in the *MPI Repainting Manual*.
 - .c Sealing / priming surfaces for repainting in accordance with *MPI Repainting Manual* requirements.
- .2 Refer to drawings and schedules (e.g., Finish Schedule) for type, location and extent of exterior repainting required, and include all touch-ups necessary to complete work shown, scheduled, or specified.
- .3 This Section along with the drawings forms part of the Contract documents and is to be read, interpreted and coordinated with all other parts.

1.2 Quality Assurance:

- .1 The Contractor will be certified lead paint contractor and will employ **lead safe work practices** as defined in the EPA.
- .2 The Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable exterior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.
- .3 Only qualified journeypersons, as defined by local jurisdiction, shall be engaged in exterior repainting work.
Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.
- .4 All materials, preparation and workmanship shall conform to the standards contained in the latest edition of the Master Painters Institute (*MPI*) Maintenance and Repainting Manual (herein referred to as the *MPI Repainting Manual*) as issued by the local *MPI* Accredited Quality Assurance Association having jurisdiction.

- .5 **All surfaces requiring repainting shall be inspected** by the City of Portsmouth who shall notify the Consultant, City, and General Contractor in writing of any defects or problems, prior to commencing repainting or after preparation work.
- .6 Where "special" coatings or decorating systems (i.e. textured coatings or non-*MPI* listed products or systems) are to be used in repainting, the paint manufacturer shall provide as part of this work, certification of all surfaces and conditions for specific paint or coating system application as well as on site supervision, inspection and approval of their paint or coating system application as required at no additional cost to the Owner.

1.3 Regulatory Requirements:

- .1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 Fully cooperate at all times with the requirements of the City in the performance of their duties, including providing access and assistance as required to complete inspection work.
- .4 To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to
 - .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
 - .c Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
 - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

1.4 Mock-Ups:

- .1 When requested by the Consultant or City, prepare and repaint a designated exterior surface area or item to requirements specified herein, with specified paint or coating showing selected colors, gloss / sheen, texture and workmanship to *MPI* Repainting Manual standards for review and approval. When approved, exterior surface area

and/or item shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

1.5 Submittals:

- .1 All submittals shall be in accordance with the requirements of Section 01300 - Submittals.
- .2 Submit written proof of ability to supply a 100% two (2) year Maintenance Bond, if Paint Association warranty option is not used with Bid Submission.
- .3 Submit list of all painting materials to the City for review prior to ordering materials.
- .4 Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.
- .5 Submit invoice list of all paint materials ordered for project work to City indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.
- .6 Submit work schedule for various stages of work for the City's approval if requested.
- .7 At project completion provide an itemized list complete with manufacturer, paint type and color coding for all colors used for Owner's later use in maintenance.
- .8 At project completion provide properly packaged maintenance materials as noted herein and obtain a signed receipt.

1.6 Product Delivery, Storage and Handling:

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project is to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use,

handling, storage and disposal of hazardous materials.

1.7 Project / Site Requirements:

- .1 UNLESS specifically pre-approved by the City and the applied product manufacturer, perform no exterior repainting work when the ambient air and substrate temperatures are below 50° F (10° C).
- .2 Perform no exterior repainting work unless environmental conditions are within MPI and paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
- .3 Perform no exterior repainting work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air / surface temperature.
- .4 Perform no exterior repainting work when the maximum moisture content of the substrate exceeds
 - .a 15% for wood.
- .5 Conduct all moisture tests using a properly calibrated electronic Moisture Meter.
- .6 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

1.8 Scheduling:

- .1 Schedule repainting operations to prevent disruption of and by other trades when applicable.
- .2 Schedule repainting operations to prevent disruption of Owner's operations or building occupants. Obtain written authorization from City for changes in work schedule.

1.9 Guarantee:

- .1 Furnish two (2) year Painting Association Guarantee or a 100% two (2) year Maintenance Bond both in accordance with *MPI* Repainting Manual requirements. The Maintenance Bond shall be obtained from an approved bonding company and shall warrant that all repainting work has been performed in accordance with *MPI* Repainting Manual requirements.
- .2 Painting contractors choosing the Maintenance Bond option shall provide written proof of their ability to supply same at time of bidding.

1.10 Maintenance Materials:

- .1 At project completion provide [a minimum of 1 gallon of each type and color of

paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance. Store where directed.

PART 2 - PRODUCTS

2.1 Materials:

- .1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be products listed in the latest edition of the *MPI* Approved Product List and shall be from a single manufacturer for each system used.
- .2 Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in the *MPI* Approved Product List and shall be compatible with other coating materials as required.
- .3 All materials and paints shall be lead and mercury free.
- .4 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to 3.5, Field Quality Control / Standard of Acceptance requirements.

2.2 Equipment:

- .1 Painting Equipment: to best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

2.3 Mixing and Tinting:

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- .2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.
- .4 If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Consultant.

2.4 Finish and Colors:

- .1 Unless otherwise specified herein, all exterior repainting work shall be done in accordance with *MPI Premium Grade* requirements.

- .2 Colors shall match existing.

2.5 Gloss / Sheen:

- .1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following *MPI* gloss / sheen standard values:

Gloss Level	Description	Units @ 60 degrees	Units @ 85 degrees
G1	Matte or Flat finish	0 to 5	10 maximum
G2	Velvet finish	10 maximum	10 to 35
G3	Eggshell finish	10 to 25	10 to 35
G4	Satin finish	20 to 35	35 minimum
G5	Semi-Gloss finish	35 to 70	
G6	Gloss finish	70 to 85	
G7	High-Gloss finish	> 85	

- .2 Gloss level ratings of all painted surfaces shall be as specified herein and as noted on Finish Schedule.

PART 3 - EXECUTION

3.1 Condition of Surfaces:

- .1 Prior to commencement of repainting work, thoroughly examine (and test as required) all exterior conditions and surfaces scheduled to be repainted and report in writing to the City any conditions or surfaces that will adversely affect work of this section.
- .2 The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the *MPI* Maintenance Repainting Manual. In general the *MPI* DSD ratings and descriptions are as follows:

Condition	Description
DSD-0	Sound Surface (may include visual (aesthetic) defects that do not affect film's protective properties).
DSD-1	Slightly Deteriorated Surface (may show fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.) / Minor cosmetic defects (runs, sags, etc.).
DSD-2	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).

DSD-3	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
DSD-4	Substrate Damage (repair or replacement of surface required by others).

- .3 Other than the repair of DSD-1 to DSD-3 defects included under this scope of work, structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good by contractor and sanded ready for painting, unless otherwise agreed to by the Owner and painter to be included in this Work.
- .4 No repainting work shall commence until all such DSD-4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the City. The Painting contractor shall be responsible for the condition of the substrate or for correcting defects and deficiencies in the substrate, which may adversely affect the painting work except for minimal work normally performed by the Painting contractor and as, indicated herein.
- .5 It shall always be the responsibility of the Painting Subcontractor to see that surfaces are properly prepared before any paint or coating is applied. It shall also be the Painting Subcontractor's responsibility to paint the surface as specified providing that the owner accepts responsibility for uncorrected DSD-4 substrate conditions.

3.2 Preparation of Surfaces:

- .1 Prepare all exterior surfaces for repainting in accordance with MPI Repainting Manual requirements. Refer to the MPI Repainting Manual regarding specific requirements for the following:
 - .a environmental conditions.
 - .b miscellaneous metals.
 - .c galvanized and zinc coated metal.
 - .d aluminum and copper surfaces.
 - .e dimension and dressed lumber.
 - .f wood doors.
- .2 Where required, pressure wash exterior surfaces prior to repainting in accordance with MPI standards for type of surfaces and recommended pressures to ensure complete removal of all loose paint, stains, dirt, and other foreign matter. This work shall be carried out only by qualified tradesman experienced in pressure water cleaning. The use of water hose cleaning will not be considered satisfactory, unless specifically specified. Allow sufficient drying time and test all surfaces using an electronic moisture meter before commencing work.
- .3 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements.
- .4 Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical lights, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops) and, removable hazard / instruction labels. from wall and soffit surfaces, doors and frames, prior to repainting and replace upon

completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung.

- .5 Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

3.3 Application:

- .1 Do not commence repainting unless substrates and all environmental conditions are acceptable for the application of products.
- .2 Apply primer, paint or stain in accordance with *MPI* Painting Manual Premium Grade finish requirements.
- .3 Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .4 Apply primer, paint or stain within an appropriate time frame after cleaning and preparation to prevent weathering or water staining of substrate or before environmental conditions encourage flash-rusting, rusting, contamination or when the manufacturer's paint specifications require earlier applications.
- .5 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- .6 Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .7 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

3.4 Exterior Finish / Coating Systems:

Repaint exterior surfaces in accordance with the following *MPI* Repainting Manual requirements:

- .1 **Copper:**
REX 5.5A Alkyd [G6] finish
- .2 **Dimension Lumber:** (columns, beams, exposed joists, underside of decking, siding, fencing, etc.)
REX 6.2A Latex [G5] finish

- .3 **Dressed Lumber and PVC Trim:** (doors, door and window frames, casings, battens, smooth facias, etc.)

REX 6.3L Latex [G5] finish (over latex primer).

3.5 Field Quality Control / Standard of Acceptance:

- .1 All surfaces, preparation and paint applications shall be inspected.
- .2 Repainted exterior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the Painting Inspection Agency inspector:
 - .a brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - .b evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
 - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
 - .d damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - .e damage and/or contamination of paint due to wind blown contaminants (dust, sand blast materials, salt spray, etc.).
- .3 Repainted exterior surfaces shall be considered unacceptable if any of the following are evident under natural lighting conditions:
 - .a when the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.
- .4 Repainted surfaces rejected by the City shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

3.6 Protection:

- .1 Protect all newly repainted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.
- .2 Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

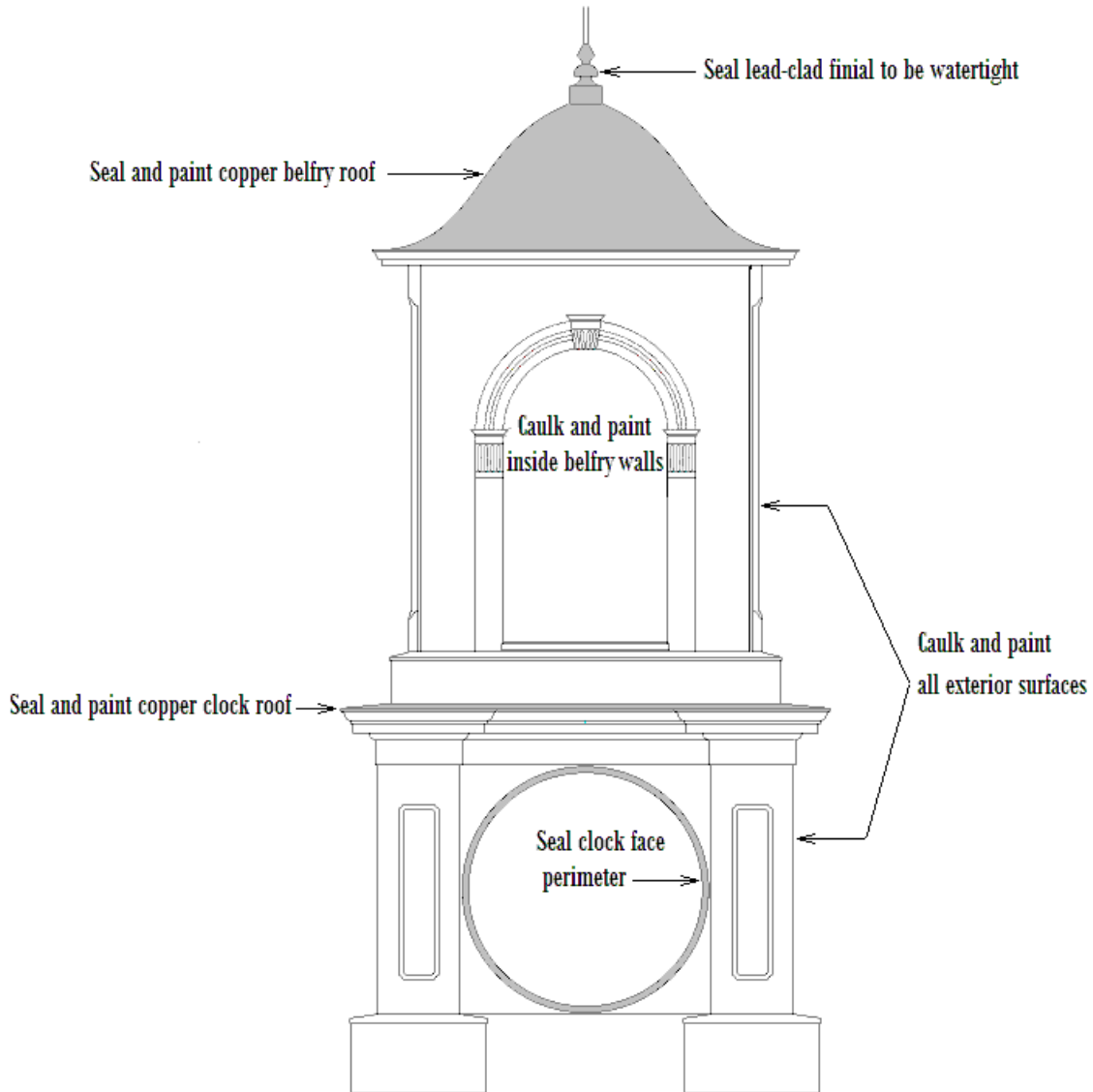
3.7 Clean-up:

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- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- .2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

END OF SECTION 099150

ATTACHMENT 1



BID# 45-23 SOUTH MEETING HOUSE		
Clock face and Belfry Work	5/1/23	DJH