

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

for

**Municipal Complex Masonry Repairs**

**BID #15-23**

**Karen S. Conard, City Manager**

**TABLE OF CONTENTS**

INVITATION TO BID	3
INSTRUCTION TO BIDDERS	4
AWARD AND EXECUTION OF CONTRACT	7
PROPOSAL FORM	9
BID SECURITY BOND	12
BIDDER'S QUALIFICATIONS	13
CONTRACT AGREEMENT	15
NOTICE OF INTENT TO AWARD	18
NOTICE TO PROCEED	19
CHANGE ORDER	20
LABOR AND MATERIALS PAYMENT BOND	21
CONTRACTOR'S AFFIDAVIT	23
CONTRACTOR'S RELEASE	24
GENERAL REQUIREMENTS	25
CONTROL OF WORK	27
INSURANCE	29
TEMPORARY FACILITIES	30
MEASUREMENT AND PAYMENT	32
TECHNICAL SPECIFICATIONS	34
ATTACHMENT 1 WORK PLAN	
ATTACHMENT 2 DETAILS	

City of Portsmouth  
Portsmouth, NH  
Department of Public Works

## **Municipal Complex Masonry Repairs**

### **INVITATION TO BID**

**Sealed** bid proposals, **plainly marked**, “**Municipal Complex Masonry Repairs, Bid Proposal #15-23**” **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 Thursday, December 22 at 2pm 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 December 7, 2022** Portsmouth Municipal Complex entrance, 1 Junkins Ave. in Portsmouth, N.H.

The City of Portsmouth is seeking proposals from qualified masonry contractors for repointing and repairs to the front walls of the Seybolt and Administration buildings of Municipal Complex to be done in 2023. Work will include brick and precast replacement, repointing of precast trim and brick veneer, as well as joint sealant replacement.

Specifications, drawings, and bid proposal forms may be obtained from the City website at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading on **Wednesday December 14, 2012**. Addenda and updates will NOT be sent directly to vendors.

Questions may be addressed to the Purchasing Coordinator at [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com) no later than **Monday December 12, 2022** The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

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

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

4. Familiarity with Laws

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

5. Preparation of Proposal

## BID #15-23 Municipal Complex Masonry Repairs

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

BID #15-23 Municipal Complex Masonry Repairs

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

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 guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bonds

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

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

BID #15-23 Municipal Complex Masonry Repairs

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**

**Municipal Complex Masonry 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;
5. 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:

This project will be bid as lump sum:

1. SEYBOLT Building Work Items:
  - a) Repoint brick and precast trim on front wall of the Seybolt building.
  - b) Repoint precast trim on connecting Conference Room
  - c) Repair precast in areas noted on Attachment 1.

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**PRICE PROPOSAL (Continued)**

2. ADMINISTRATION Building Work Items:

- a) Repoint brick and precast trim on front wall of Administration building.
- b) Replace approx. 40 LF of precast trim on Administration building
- c) Repair precast in areas noted on Attachment 1.

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**NOTE:**

**The following work is included in Work Items 1 and 2:**

- a) Remove and reset all downspouts.
- b) Final cleaning of all masonry.

**Total of 1 and 2 above ; BASIS OF AWARD**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**ALTERNATE 1:** Apply clear sealer to all masonry upon completion of work:

\$ \_\_\_\_\_ LUMP SUM

:

**ALTERNATE 2:** Replace lintels with new galvanized to match existing as needed.

\$ \_\_\_\_\_ EACH

**PRICE PROPOSAL (Continued)**

OTHER:

Labor and materials cost for additional brick repointing:

\$ \_\_\_\_\_ per SF

Labor and materials cost for replacing additional brick:

\$ \_\_\_\_\_ each

Labor and materials cost for additional in place patch repairs on precast trim:

\$ \_\_\_\_\_ per SF

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
STREET ADDRESS,

\_\_\_\_\_  
CITY, STATE, ZIPCODE

\_\_\_\_\_  
TELEPHONE NUMBER,

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\_\_.

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

(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.

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).

Roofing \_\_\_\_\_

Sealant \_\_\_\_\_

Scaffolding \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Bidder

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**CONTRACT AGREEMENT**

**Municipal Complex Masonry Repairs**

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_ in the year **2022**, 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 #15-23.

**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 and finish in accordance with the Notice to Proceed.

**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.

**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 – 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 C. Conard

TITLE: City Manager

**NOTICE OF INTENT TO AWARD**

Date:

To:

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

**Municipal Complex Masonry 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,  
Finance Director

**NOTICE TO PROCEED**

DATE:

**Municipal Complex Masonry 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: **Municipal Complex Masonry 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 01 10 00 -	SUMMARY
SECTION 01 30 00 -	ADMINISTRATIVE REQUIREMENTS
SECTION 01 70 10 -	EXECUTION AND CLOSEOUT REQUIREMENTS
SECTION 02 41 19-	SELECTIVE DEMOLITION
SECTION 04 01 05-	MASONRY RESTORATION AND CLEANING
SECTION 04 20 00-	UNIT MASONRY
SECTION 04 72 00-	CAST STONE MASONRY
SECTION 07 19 00-	CLEAR WATER REPELLENTS
SECTION 07 92 00-	JOINT SEALANTS
ATTACHMENT 1-	WORK PLAN
ATTACHMENT 2-	PRECAST PHOTOS
ATTACHMENT 3-	DETAILS

**SECTION 01100 - SUMMARY**

**PART 1 - GENERAL**

**1.1 SUMMARY OF WORK**

- A. Repair and repoint masonry elements of the Seybolt and Administration buildings front walls.
  - 1. Replace cracked brick
  - 2. Replace cracked and broken precast.

**1.2 RESTRICTIONS**

- A. During construction, Contractor will have limited use of area indicated as follows:
  - 1. Construction equipment and vehicles are restricted to the rear of the building.
  - 2. 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 #15-23 Municipal Complex Masonry 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 Copies of Warranties.

### **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 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Remove cracked brick and precast trim.

#### **1.2 SECTION REQUIREMENTS**

- A. 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. Include fasteners or brackets needed for reattachment elsewhere.
- B. Owner will occupy areas immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- C. It is not expected that hazardous materials will be encountered in the Work. If hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

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

### **PART 3 - EXECUTION**

#### **3.1 DEMOLITION**

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.



BID #15-23 Municipal Complex Masonry Repairs

- D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- E. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. 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.
- G. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- H. Requirements for Building Reuse:
  - 1. Maintain existing building structure (including roof decking) and envelope not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
  - 2. Maintain existing interior nonstructural elements not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- I. 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.
- J. Remove demolition waste materials from Project site. Do not burn demolished materials.
- K. 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

## **SECTION 04 01 05 - MASONRY RESTORATION AND CLEANING**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

A. Section includes cleaning of existing masonry surfaces; replacement of damaged brick units with new brick and recovered brick; repointing existing mortar joints; reanchoring brick veneer.

1. Refer to attached drawing and photos for locations.

B. One hundred percent of exposed existing exterior masonry, including precast stone, shall be cleaned under the Work of this Project.

#### **1.2 SUBMITTALS**

A. Product Data:

1. Submit data on cleaning compounds and cleaning solutions.

2. Submit manufacturer's technical data for each product indicated, including recommendations for their application and use; include test reports and certifications substantiating that products comply with requirements.

B. Samples: Submit four samples of face brick, units to illustrate color, texture, and extremes of color range to match existing.

C. Representative of the cleaning agent manufacturer and restoration subcontractor shall visit the site and submit a written restoration plan and restorer's step-by-step written instructions tailored specifically for this Project.

1. Submit written plan of procedures and materials to be used in complying with this Section, including written description of cleaning methods, spray working pressures, materials and equipment proposed for use in cleaning each type of masonry.

2. Elaborate on methods to be used to assure safety of building occupants and visitors to site; disposal plan including location of approved disposal site; and detailed description of methods to be employed to control pollution.

D. Submit letters to authenticate installer's required experience.

#### **1.3 QUALITY ASSURANCE**

A. Performance Requirements:

1. Perform Work in accordance with MSJC Code and MSJC Specification.

2. Maintain one copy of each document on site.

B. Qualifications:

1. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience.

2. Installer: Company specializing in performing Work of this Section with minimum five years documented experience.

3. Location(s) shall be as directed by the Owner.
  - a. Allow waiting period of not less than seven calendar days after completion of each sample cleaning to permit study of sample areas for negative reactions.
  - b. Written approval shall be obtained from the Architect on cleaning methods, spray working pressures, materials, equipment used, pre-soaking durations and mock-up areas before proceeding with general cleaning operations.
4. Acceptable panels illustrating results of restoration and cleaning will become standard for Work of this Section.

D. Pre-Installation Conference:

1. Convene minimum one week prior to commencing Work of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry neatly stacked and tied on pallets; store clear of ground with adequate waterproof covering.
- B. Store restoration cleaner materials in manufacturer's packaging; keep containers tightly closed and away from open flames.
- C. Store mortar ingredients in manufacturer's packaging, or when delivered loose, with adequate weatherproof covering.
  - D. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements - Rebuilding Materials:
  1. Hot and Cold Weather Requirements: MSJC Specification.
- B. Environmental Requirements - Cleaning Operations:
  1. Do not apply at surface and air temperatures below 40 degrees F or above 95 degrees F unless otherwise indicated by manufacturer's written instructions.
  2. Do not apply when surface and air temperatures are not expected to remain above 40 degrees F for a minimum of eight hours after application, unless otherwise indicated by manufacturer's written instructions.
  3. Do not apply under windy conditions, which would cause cleaning products or protective treatments to be blown onto adjacent unprotected surfaces.
  4. Do not apply to frozen substrate; allow adequate time for substrate to thaw, if freezing conditions exist before application.
  5. Do not apply consolidation or protective treatments earlier than 24 hours after rain or if rain is predicted for a period of 6 hours after application, unless otherwise indicated by manufacturer's written instructions.
- C. Dispose of run-off from cleaning operations by legal means and in a manner which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

1.6 SEQUENCING

- A. Provide masonry restoration and cleaning materials and other construction in ample time to complete Work in a timely manner.
- B. Perform repointing before cleaning masonry surfaces.

PART 2 PRODUCTS

## 2.1 MASONRY RESTORATION AND CLEANING

### A. Basis-of-Design, Cleaner Manufacturers:

1. PROSOCO, Inc.
2. Diedrich Chemicals Restoration Technology.

## 2.2 COMPONENTS - EXTERIOR RESTORATION AND CLEANING

### A. Restoration Cleaner - Brickwork: Clear liquid; 1.050 specific gravity; no flash point; 3.0 pH (at 1.5 dilution); 8.75 lbs. wt./gal.

1. Basis-of-Design: Sure Klean Restoration Cleaner or Sure Klean Heavy Duty Restoration Cleaner by PROSOCO, Inc.; cleaner to be used in various locations shall be determined by mockups.

### B. Restoration Cleaner - Cast Stone: Clear liquid; 1.12 specific gravity; no flash point; 1.5-2.0 pH.

1. Basis-of-Design: Sure Klean Light Duty Restoration Cleaner by PROSOCO, Inc.

### C. Water for Cleaning: Clean, potable, free of oils, acids, alkalis, salts and organic matter.

### D. Brushes: Fiber bristle only.

### E. Mortar and Grout Materials: ASTM C270.

1. Mortar strength shall not exceed strength in existing masonry construction.
2. Tuck pointing mortar shall not be denser than original mortar; tuck pointing mortar shall be prehydrated.
3. Color match to existing mortar.

### F. Brick:

1. Recovered cleaned brick from areas of selective demolition.
2. New Brick: To match existing in color, size and texture; to be accepted by Owner as a match.

## PART 3 EXECUTION

### 3.1 PREPARATION

#### A. Remove downspouts adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.

#### B. Verify surfaces to be cleaned and restored are ready for Work of this Section.

1. Clean substrates of substances that interfere with penetration or performance of surface treatments.
2. Test for moisture content and pH level, according to manufacturer's instructions, to ensure surface is prepared and dry to receive surface treatments.

#### C. Protect elements surrounding Work of this Section from damage or disfiguration.

#### D. Immediately remove stains, efflorescence, or other excess resulting from Work of this Section.

#### E. Protection:

1. Close off, seal, mask and board up areas, landscaping, materials and surfaces not receiving Work of this Section to protect from damage.
2. Protect persons and motor vehicles surrounding building whose masonry surfaces are being restored and surrounding buildings from injury resulting from masonry restoration Work.
3. Protect glass, unpainted metal trim and polished stone from contact with acidic chemical cleaners by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape; apply masking agent to comply with manufacturer's recommendations; do not apply liquid masking agent to painted or porous surfaces.
4. Protect unpainted metal from contact with alkali chemical cleaners by covering them either with liquid strippable masking agent or polyethylene film and waterproof masking tape.

F. Construct dust proof and weatherproof partitions to close off occupied areas.

### 3.2 INSTALLATION

#### A. Rebuilding:

1. Cut out damaged, spalled and deteriorated masonry with care in manner to prevent damage to adjacent remaining materials; cut off full units from joint to joint and in a manner to permit water; store brick for reuse.
2. Ensure anchors, ties, reinforcing, and flashing are correctly located and built in.
3. Install built in masonry Work to match and align with existing, with joints and coursing true and level, faces plumb and in line.
4. Build in openings, accessories and fittings.
5. Build in new and reclaimed masonry units following procedures for new Work specified in Sections 04 20 00.
6. If cutting is required, use motor driven saw designed to cut masonry with clean, sharp unchipped edges.
7. Lay replacement brick with completely filled bed, head and collar joints.
8. Butter ends with sufficient mortar to fill head joints and shove into place.
9. Wet clay bricks, which have ASTM C67 initial rates of absorption (suction) of more than 30 grams per 30 square inches per minute.
10. Use wetting methods, which ensure that units are nearly saturated but surface dry when laid.
11. Maintain joint width for replacement units to match existing.
12. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.

#### B. Repointing:

1. Cut out loose or disintegrated mortar in joints to depths equal to 2-1/2 times their width, but not less than minimum 1/2 inch depth or until sound mortar is reached.
2. Utilize power tools only after test cuts determine no damage to masonry units' results.
3. Do not damage masonry units, spall edge of masonry unit or widen joints; replace any masonry units which become damaged at the Contractor's expense.

4. When cutting is complete, remove dust and loose material by brushing with air jet; brush, vacuum or flush joints to remove dirt and loose debris.
5. Premoisten joint and apply mortar specified in Section 04 20 00; joint surfaces shall be damp but free of standing water.
6. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas; apply in layers not greater than 3/8 inch until a uniform depth is formed; compact each layer thoroughly and allow to become thumb-print-hard before applying next layer.
7. After joints have been filled to a uniform depth, place remaining pointing material in three layers with each of the first and second layers filling approximately 2/5 of joint depth and third layer the remaining 1/5; fully compact each layer and allow to become thumb-print-hard before applying next layer.
8. Where existing units have rounded edges, recess final layer slightly from face.
9. Take care not to spread mortar over edges onto exposed surfaces or to feather edge mortar.
10. When mortar is thumb-print-hard, tool joints to match original appearance of joints, unless otherwise indicated.
11. Tuck pointing mortar shall not be denser than original mortar.
12. Moist cure for 72 hours.
13. Where repointing Work precedes cleaning of existing masonry and stone, allow mortar to harden not less than 30 days before beginning cleaning Work.

C. Cleaning Existing Exterior Masonry:

1. Restoration Cleaning:
  - a. Clean surfaces and remove large particles with wood scrapers or non-ferrous wire brush.
  - b. Unless otherwise indicated, dilute chemical cleaning materials with water to produce solutions of concentration indicated but not greater than that recommended by chemical cleaner manufacturer.
  - c. Brush coat brick masonry with restoration cleaner, mixed into solution identical to solution required for sample area.
  - d. Provide second application when required by preliminary test of sample area.
  - e. Allow sufficient time for solution to remain on masonry and agitate with soft fiber brush or sponge.
  - f. Rinse from bottom up with potable water applied at 400 to 600 psi and at rate of 4 gallons per minute; older, more delicate masonry may require restricting water pressure to avoid damage.
2. Cleaning New Masonry: Refer to Section 04 20 00.

3.3 REANCHORING VENEERS

- A. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches o.c. vertically and 16 inches o.c. horizontally unless otherwise indicated. Install at locations to avoid penetrating flashing.
- B. Recess anchors at least 5/8 inch from surface of mortar joint and fill recess with pointing mortar.

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
- B. Site Visits: Manufacturer's field service representative shall be required for Pre-installation Meeting, two visits during execution of Work, and for a final inspection of completed Work.

### 3.5 CLEANING

- A. As Work proceeds and on completion, remove excess mortar, smears, droppings, using stiff nylon bristle brushes and clean water, spray applied at low pressure (40 psi maximum); metal scrapers or brushes shall not be used; acid or alkali cleaning agents shall not be used.
- B. Remove temporary coverings and protection of adjacent work areas.
- C. Clean surrounding surfaces.
- D. Repair or replace damaged or deteriorated surfaces.
- E. Remove construction debris from project site and legally dispose of debris.

END OF SECTION

**SECTION 042000 UNIT MASONRY**

**PART 1 - GENERAL**

**1.1 SECTION REQUIREMENTS**

**A. SUMMARY:**

1. Furnish and install face brick for existing cracked brick.
2. Furnish and install precast trim for existing cracked and broken precast

**B. Submittals:**

1. Samples for decorative concrete masonry units, face brick and colored mortar.
2. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.

**PART 2 - PRODUCTS**

**2.1 UNIT MASONRY**

- A. Comply with TMS 602/ACI 530.1/ASCE 6.

**2.2 MASONRY UNITS**

- A. Integral Water Repellent: Where indicated, concrete units shall be made with liquid polymeric, integral water repellent.
- B. Concrete Masonry Units: ASTM C 90; Density Classification, Normal Weight.
1. Integral water repellent.
  2. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
  3. Square-edged units for outside corners unless otherwise indicated.
- C. Decorative Concrete Masonry Units: ASTM C 90; Density Classification, Normal Weight.
1. Finish: Match existing finish finish.
  2. Integral water repellent.
  3. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
- D. Clay Face Brick: ASTM C 216 or ASTM C 652, Class H40V, Grade SW, Type FBS or Type FBX.



## BID #15-23 Municipal Complex Masonry Repairs

1. Size: Match existing brick.
2. Solid brick with exposed surfaces finished for ends of sills and caps.
3. Special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

### E. Hollow Brick: ASTM C 652, Grade SW, Class H40V Type HBS]

1. Size: Match existing brick
2. Special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
3. Solid brick with exposed surfaces finished for ends of sills and caps.

## 2.3 MORTAR AND GROUT

### A. Mortar: ASTM C 270, proportion specification.

1. Use portland cement-lime or masonry cement mortar.
2. Do not use calcium chloride in mortar.
3. For reinforced masonry, use Type N.
4. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions, and for other applications where another type is not indicated, use Type N.
5. Colored Mortar: Use colored cement or cement-lime mix of color selected.
6. Water-Repellent Additive: For mortar used with concrete masonry units made with integral water repellent, use product recommended by manufacturer of units.

### B. Grout: ASTM C 476 with a slump of 8 to 11 inches (200 to 280 mm).

## 2.4 REINFORCEMENT, TIES, AND ANCHORS

### A. Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).

### B. Corrugated-Metal Veneer Anchors: 7/8 inch (22 mm) wide and made from 0.030-inch thick steel sheet, galvanized after fabrication.

## 2.5 EMBEDDED FLASHING MATERIALS

### A. Sheet Metal Flashing: Copper.

1. 10-oz./sq. ft. weight or 0.0135 thick for fully concealed flashing,
2. 16-oz./sq. ft. weight or 0.0216 inch thick elsewhere.

### B. Laminated Flashing: Copper sheet 3 oz./sq. ft., bonded with asphalt between two layers of glass-fiber cloth. Use only where flashing is fully concealed.

## BID #15-23 Municipal Complex Masonry Repairs

- C. Rubberized Asphalt Sheet Flashing: Pliable, adhesive rubberized-asphalt compound, bonded to a polyethylene film to produce an overall thickness of [0.030 inch (0.76 mm)] [0.040 inch (1.02 mm)]. Use only where flashing is fully concealed.
- D. Butyl Rubber Flashing: Pliable, butyl rubber compound, bonded to a polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less 0.040 inch.. Use only where flashing is fully concealed.
- E. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy, 0.025 inch thick, with a 0.015-inch- thick coating of adhesive. Use only where flashing is fully concealed.

### 2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded strips complying with ASTM D 1056, Grade 2A1.
- B. Preformed Control-Joint Gaskets: Designed to fit standard sash block and to maintain lateral stability in masonry wall; made from styrene-butadiene rubber or PVC.
- C. Weep Holes: Cellular-plastic extrusion, full height and width of head joint or Free-draining polyethylene mesh, full height and width of head joint.
- D. Cavity Drainage Material: Free-draining polymer mesh, full depth of cavity with dovetail-shaped notches that prevent mortar clogging.
- E. Loose-Granular Perlite Insulation: ASTM C 549, Type II or IV.
- F. Proprietary Acidic Masonry Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Remove gutters and downspouts adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.
- B. Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
- C. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- D. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- E. Stopping and Resuming Work: Step back units; do not tooth.
- F. Tool exposed joints slightly concave when thumbprint hard unless otherwise indicated.

BID #15-23 Municipal Complex Masonry Repairs

- G. Keep cavities clean of mortar droppings and other materials during construction.

3.2 FLASHING AND WEEP HOLES

- A. Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
- B. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing before covering with mortar.
  - 1. Extend flashing 4 inches into masonry at each end and turn up 2 inches to form a pan.
- C. Trim wicking material used in weep holes flush with outside face of wall after mortar has set.

3.3 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections required by authorities having jurisdiction.

3.4 CLEANING

- A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly cured, clean exposed masonry.
  - 1. Wet wall surfaces with water before applying acidic cleaner, then remove cleaner promptly by rinsing thoroughly with clear water.
  - 2. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION 042000

**SECTION 047200 CAST STONE MASONRY**

**PART 1 - GENERAL**

**1.1 SECTION REQUIREMENTS**

**A. Summary:**

1. Remove and replace failed masonry units as shown in the contract documents and as directed by the owner.

**B. Submittals:**

1. Product data and Shop Drawings.
2. Samples: For cast stone and mortar.

**C. Manufacturer Qualifications:** A plant certified by the Cast Stone Institute, Architectural Precast Association or Precast/Prestressed Concrete Institute for Group A, Category AT.

**PART 2 - PRODUCTS**

**2.1 CAST-STONE UNITS**

**A. Provide cast-stone units complying with ASTM C 1364.**

1. Provide units that are resistant to freezing and thawing.
2. Slope exposed horizontal surfaces 1:12 unless otherwise indicated.
3. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
4. Provide drips on projecting elements unless otherwise indicated.

**B. Colors and Textures:** Match existing units.

**2.2 ACCESSORIES**

**A. Anchors and Dowels:** Type 304 stainless steel.

**B. Proprietary Acidic Masonry Cleaner:** Product expressly approved for intended use by cleaner manufacturer and manufacturer of cast-stone units.

**C. Mortar:** ASTM C 270, proportion specification.

1. Use portland cement-lime or masonry cement mortar.
2. For setting mortar, use Type N.
3. For pointing mortar, use Type O.

BID #15-23 Municipal Complex Masonry Repairs

4. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required.

PART 3 - EXECUTION

3.1 SETTING CAST STONE

- A. Remove gutters and downspouts adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.
- B. Install cast-stone units to comply with requirements in Section 042000 "Unit Masonry."
- C. Set units in full bed of mortar with full head joints unless otherwise indicated.
  1. Fill dowel holes and anchor slots with mortar.
  2. Fill collar joints solid as units are set.
  3. Build concealed flashing into mortar joints as units are set.
  4. Keep head joints in coping and other units with exposed horizontal surfaces open to receive sealant.
  5. Keep joints at shelf angles open to receive sealant.
- D. Rake out joints for pointing with mortar to depths of not less than **3/4 inch**.
- E. Point mortar joints by placing mortar in layers not greater than **3/8 inch** thick. Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
- F. Tool exposed joints slightly concave when thumbprint hard unless otherwise indicated.
- G. Provide expansion, control, and pressure-relieving joints of widths and at locations indicated. Keep joints free of mortar and other rigid materials.
- H. Prepare joints indicated to receive sealant and apply sealant of type and at locations indicated to comply with applicable requirements in Section 079200 "Joint Sealants."

3.2 CLEANING

- A. In-Progress Cleaning: Clean cast stone as work progresses. Remove mortar fins and smears before tooling joints. Remove excess sealant immediately.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone to comply with requirements in Section 042000 "Unit Masonry."

END OF SECTION 047200

## **071900 CLEAR WATER REPELLENTS**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Division 01 Specification Sections, Drawings, General Conditions, Supplementary, General Conditions, and Special Conditions apply to this section.

#### 1.2 SUMMARY

- A. Section Includes: Provide clear water repellent treatment for exposed exterior masonry surfaces.
- B. Related Sections:
  - 1. Section 079200 Joint Sealants: Coordination for compatibility.

#### 1.3 REFERENCES

- A. ASTM C 140 - Methods for Sampling and Testing Concrete Masonry Units.
- B. ASTM E 96 - Test Methods for Water Vapor Transmission of Materials.
- C. ASTM E 514 - Standard Test Method for Water Penetration and Leakage Through Masonry.

#### 1.4 SYSTEM DESCRIPTION

- A. Performance Requirements:
  - 1. Absorption: Provide treatment materials which have been tested on concrete masonry to indicate degree of change of absorption of concrete masonry units based on ASTM C140.
    - a. Effectiveness: Minimum 90% over control units.
  - 2. Water Vapor Transmission: Provide treatment materials which have been tested on concrete masonry to indicate degree of change of water vapor transmission through concrete masonry units based on ASTM E 96.
    - a. Change: No significant change in water vapor transmission.
  - 3. Water Permeance: 98% min. reduction of water penetration through the masonry wall in accordance with ASTM E 514.
  - 4. Weathering and UV Stability: Provide treatment materials tested on concrete masonry in accordance with ASTM G 53.
    - a. Change: No significant change in unit color or absorption.

#### 1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's literature for clear water repellent treatment.

BID #15-23 Municipal Complex Masonry Repairs

B. Samples: Submit samples of concrete masonry units approved for use in Project with water repellent treatment applied to half of each sample face; indicate which half has been coated.

C. Quality Assurance Submittals:

1. Test Reports. Submit test reports indicating compliance with performance requirements for absorption, water vapor transmission, and weathering and UV stability.
2. Certificates.
  - a. Submit certification indicating materials comply with applicable VOC limitations.
3. Manufacturer's Instructions: Provide copies of manufacturer's installation instructions to field office.

1.6 QUALITY ASSURANCE

A. Qualifications:

1. Qualification of Manufacturer: Firm with minimum five years record of successful in-service experience of clear water repellent treatments manufactured for concrete masonry unit application.
2. Qualification of Installers: Applicator with minimum five years successful experience.

B. Regulatory Requirements: Provide materials with not more than the maximum volatile organic compounds (VOC) as required by applicable authorities.

C. Mock-Up: Prior to commencing work, including bulk purchase and delivery of material, apply clear water repellent treatment to masonry mock-up indicated in Contract Documents.

D. Pre-Installation Meeting:

1. Attend pre-installation meeting required prior to commencement of concrete masonry installation.
2. Review procedures and coordination required between concrete masonry and clear water repellent treatment work and between treatment work and work which could be affected by or affect treatment.
3. Convene additional pre-installation meeting prior to water repellent treatment application for coordination with work not previously coordinated including joint sealers as needed.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver water repellent treatment products to job site in manufacturer's container with label intact and listing product identification, batch number and date of manufacture.

B. Storage: Keep materials in original, unopened containers; prevent contamination by foreign materials.

1.8 SITE CONDITIONS

BID #15-23 Municipal Complex Masonry Repairs

- A. Environmental Requirements: Comply with manufacturer's recommendations; do not apply clear water repellent treatments under following conditions.
1. During inclement weather, when air temperature is below 50 degrees Fahrenheit or above 100 degrees Fahrenheit.
  2. When rain or temperatures below 40 degrees Fahrenheit are predicted for a period of 24 hours before or after treatment application.
  3. Earlier than 3 days after surfaces became wet.
  4. When substrates might be frozen.
  5. When surface temperature is less than 40 degrees Fahrenheit.

1.9 WARRANTY

- A. Special Warranty: Provide for correcting failure of water repellent treatment to resist penetration of water.
1. Warranty Period: Minimum of five years.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Product: A penetrating , silane/ siloxane water repellent; **Conproco Shield MX** or approved equal.
1. Appearance: Clear, non-yellowing water repellent treatment shall not alter appearance, color, or texture of substrate under any lighting conditions.
- B. Compatibility: Provide products which are recommended by manufacturer to be fully compatible with indicated substrates and joint sealers which are in contact with water repellent treatment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine substrates; do not apply treatment to damp, dirty, dusty, or otherwise unsuitable surfaces; comply with manufacturer recommendations.
1. Do not begin application of clear water repellent treatment until voids and beeholes visible from 5 feet, and cracks greater than 0.02" wide in masonry substrate have been repaired.

3.2 PREPARATION

- A. Protection: Provide masking or covering for materials which could be damaged by application of clear water repellent treatment.
1. Sealant Coordination: Assure treatment compatibility with each type of joint sealer within or adjacent to surfaces receiving clear water repellent treatment.



BID #15-23 Municipal Complex Masonry Repairs

- a. Coordinate treatment application with joint sealers; where recommended by joint sealer manufacturer, apply treatment after application and cure of joint sealers.
  - b. Mask surfaces indicated to receive joint sealers which would be adversely affected by clear water repellent treatment where treatment must be applied prior to application of joint sealers.
2. Protect glass, glazed products, and prefinished products from contact with water repellent treatment.
  3. Protect landscape materials with breathing type drop cloths; plastic covers are not acceptable.
- B. Surface Preparation: Prepare substrates in accordance with water repellent treatment manufacturer's recommendations.
1. Clean surfaces of dust, dirt and foreign matter detrimental to proper installation of water repellent treatment.

### 3.3 APPLICATION

- A. General: Apply treatment in accordance with clear water repellent treatment manufacturer's instructions and applicable recommendations, including number of coats, maximum allowable coverage, and equipment.
1. Review procedures used for application of treatment to mock-up and recommendations for changes needed based on water penetration tests conducted on mock-up.
  2. Consult with manufacturer's representative for site inspections, for proper application techniques not fully covered in manufacturer instructions, and for applicable recommendations.

### 3.4 REPAIR

- A. Repair or replace materials damaged by application of water repellent treatment.

### 3.5 FIELD QUALITY CONTROL

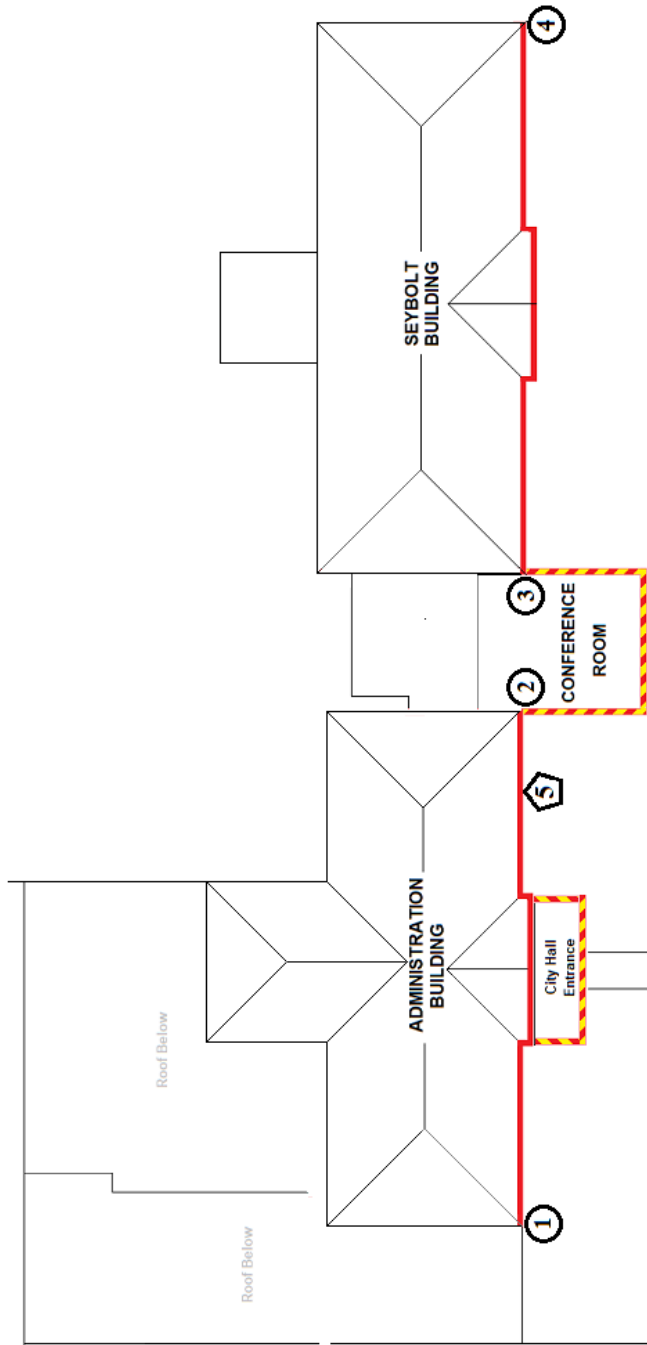
- A. Site Inspections: Manufacturer's representative shall inspect application of water repellent treatment in progress to verify compliance with manufacturer instructions and recommendations.

### 3.6 CLEANING

- A. Clean water repellent treatment from surfaces not indicated to be treated immediately; comply with recommendations of materials manufacturers for proper cleaning techniques to prevent damage.

END OF SECTION 071900

**ATTACHMENT 1**



**NOTES**

- Repoint brick and precast.
- Repoint precast only.
- ① to ④ Repair precast quoins at these locations.
- ⑤ Remove and replace precast horizontal band at this location.

**BID #15-23 CITY HALL MASONRY REPAIRS**

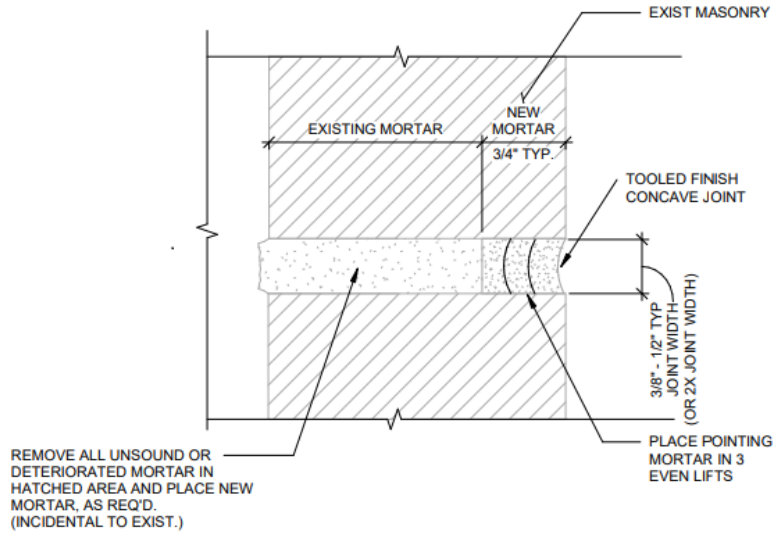
NO SCALE

WORK PLAN

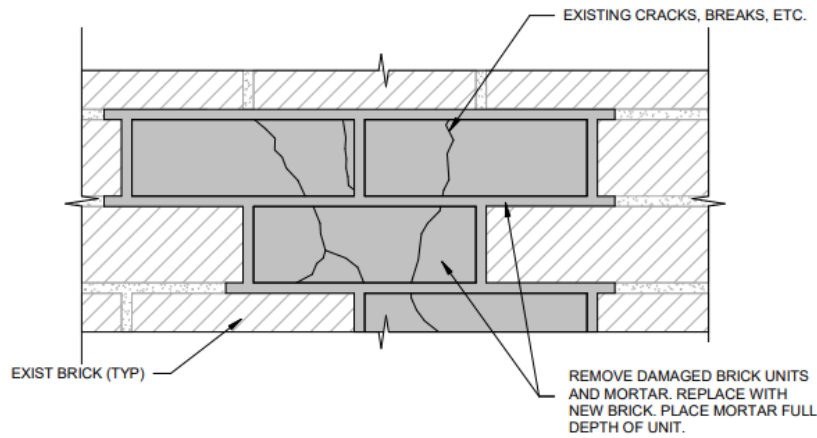
9/28/2022

DJH

**ATTACHMENT 2**



**REPOINT BRICK**



**REPLACE BRICK**

**NOTE:**

1. MORTAR JOINT REPLACEMENT AT BRICK MASONRY UNIT REPLACEMENT LOCATIONS IS INCIDENTAL, NO EXTRA PAYMENT UNDER WORK ITEM.
2. DO NOT DAMAGE ADJACENT BRICK BY OVERCUTTING.
3. REPLACEMENT BRICK TO MATCH EXISTING BRICK. SAMPLE TO BE SUBMITTED AND APPROVED BY OWNER PRIOR TO START OF WORK.

<b>BID# 15-23</b>	<b>MUNICIPAL COMPLEX MASONRY REPAIRS</b>		
DETAILS	09/29/22	DJH	

NONDISCRIMINATION CLAUSE

NONDISCRIMINATION IN CITY CONTRACTS: 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.