

**City of Portsmouth
Portsmouth School Department
Bid #34-22
Portsmouth High School
Interior Gymnasium Bleacher Replacement**

INVITATION TO BID

Sealed proposals, plainly marked “Bid #34-22 Portsmouth High School Interior Gymnasium Bleacher Replacement” on the outside of the envelope, delivered to the front desk at City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, addressed to the Finance/Purchasing Department, will be accepted until **May 3, 2022 at 10:00 a.m.**, at which time all bids will be publicly opened and read aloud.

The City of Portsmouth is seeking contractors to furnish and install new interior bleacher(s) at Portsmouth High School located at 50 Andrew Jarvis Drive, Portsmouth, NH 03801.

There will be a mandatory walkthrough on April 26, 2022 at 10:00 a.m. All sections of the work shall be completed by terms of the contract.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

Questions regarding this bid should be directed to Ken Linchey, Facilities Director at klinchey@sau52.org and copied to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

Bid specifications are available at www.cityofportsmouth.com/finance/purchasing

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing under the project heading. Addenda and updates will **NOT** be sent directly to vendors.

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

INSTRUCTION TO BIDDERS

1. Preparation of Bid Proposal

- A. The Bidder shall submit its proposal upon the form furnished by the City (attached). Prices shall be given in both words and figures.
- B. Corrections made to amounts or information requested on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each 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.
- D. All words, figures, corrections shall be in ink or typed. All signatures shall be in ink.
- E. Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing under the project heading. Addenda and updates will **NOT** be sent directly to firms. Bidders submitting a proposal should check the web site for addenda and updates after the release date. Bidders should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

3. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

4. Public Opening of Bid 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.

5. Irregular Proposals and Disqualification of Bidders

Bid proposals that are irregular may be rejected. Irregular bid proposals include the following:

- A. Failure to use the bid form provided or alteration of the form.
- B. Unauthorized additions, conditional or alternated bids, incomplete bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. The addition of any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Bidders may be disqualified and the bid proposal rejected for the following reasons:

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- B. Evidence of collusion among bidders;
- C. Failure to submit all required information requested in bid specifications;
- D. Bidder is not qualified or able to provide the services or product(s) described in the bid specifications; or
- E. Disqualification is in the best interest of the City of Portsmouth.

6. 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.

AWARD

1. Consideration of Proposals and Award

After the proposals are opened and read, bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern.

Within 30 calendar days after the opening of proposals, if an award is made, it will be made to the lowest, responsible, qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by email at the address indicated on the proposal.

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.

2. Reservation of Rights

The City reserves the right to cancel the award at any time before final notification of the successful bidder without any liability against the City. 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.

Exhibit A:
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 - \$1,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

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.

BID # 34-22 PROPOSAL FORM

Bid prices for each item listed are to include the following:

Furnish and installation of the new interior bleachers.

Brand: _____

Item#1 Bank A Deck Length shall be 78'-0"
Total number of Rows: 19 Rows (Boy's Side)
Bank B Deck Length shall be:78'-0"
Total number of Rows: 21 Rows (Girl's Side)

Furnish

\$ _____ \$ _____
Price in Words Price in Figures

Install

\$ _____ \$ _____
Price in Words Price in Figures

Warranty-

Standard Manufacturer's Warranty: _____
Number of Years

\$ _____ \$ _____
Price in Words Price in Figures

Basis of Award

Grand Total Bid: Interior Bleachers

\$ _____ \$ _____
Price in Words Price in Figures

Bid # 34-22 Portsmouth High School Interior Bleacher(s) Replacement

DELIVERY: Bidder must state approximate number of days from award for delivery and installation.

Approximate Number of days for delivery and installation: _____.

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidders' specifications and agrees to the terms and conditions set forth herein.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

E-mail address: _____

Telephone: _____

Fax: _____

The Bidder acknowledges 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.

BID SECURITY BOND (continued)

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

IN WITNESS WHEREOF, the parties hereto have duly executed

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

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

16. With what banks do you do business?

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

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

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

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and
says that the bidder is _____ of _____
(Name of Organization)

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

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

Notary of Public

My Commission expires _____

**Bid #34-22
Portsmouth High School Interior Bleachers Replacement**

THIS AGREEMENT made as of the _____ 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 bid specifications to demolish and remove existing bleachers and to supply and install the new interior bleacher(s) at Portsmouth High School. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II – FACILITIES DIRECTOR -The Facilities Director, Ken Linchey or his authorized representative will act as Facilities Director in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. Hours of work will be Monday through Friday 6 AM to 6:00PM. Work will not be allowed on weekends unless the School Department grants permission and the contractor assumes cost of overtime coverage needed with opening the building per the custodial work agreement.

Work shall be completed by August 31, 2022. Once work commences, work shall continue day-to-day until completed. Start date shall be coordinated with the Facilities Director Ken Linchey.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contact Documents as shown under the total bid price in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will not be made. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the total amount of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

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

- This Agreement
- Contractor’s Bid
- Notice of Award, Notice to Proceed
- Instruction to Bidders
- Insurance Requirements

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

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

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

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

ARTICLE XI – 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.

Bid # 34-22 Portsmouth High School Interior Bleacher(s) Replacement

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 Conard

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

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

<p>Portsmouth High School Interior Bleacher(s) Replacement</p>

You are hereby notified that the City intends to award the aforesaid project to you for the amount of \$

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

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

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Director of Finance
& Administration

NOTICE TO PROCEED

DATE:

PROJECT: Portsmouth High School Interior Bleacher(s) Replacement

TO:

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

ALL WORK SHALL BE COMPLETED PRIOR TO _____ INSERT DATE

CITY OF PORTSMOUTH, N.H.

BY: Ken Linchey

TITLE: Facilities 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 #

Date of Issuance:

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

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

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:

Original Completion Date:

\$

Contract Price prior to this
Change Order:

Contract Time prior to this
Change Order:

\$

Net Increase of
this Change Order:

Net Increase or Decrease of
this Change Order:

\$

Days

Contract Price with all
approved Change Orders:

Contract Time with all
approved Change Orders:

\$

RECOMMENDED:

by _____

by _____

by _____

PW Director

Deputy Finance Director

Finance Director

APPROVED:

APPROVED:

by _____ by _____
City Manager

Contractor.

PERFORMANCE BOND

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

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS

that _____ as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of New Hampshire as surety, hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by the City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall well and faithfully do and perform the things agreed by him to be done and performed, according to the terms of said Contract and such alterations as may be made in said Contract during progress work, and shall further indemnify and save harmless the said Owner in accordance with the Contract and shall remedy without cost to the Owner any defect which may develop within one year from the time of completion and acceptance of the work.

The Surety hereby waives notice of any alteration in work or extension of time made by the Owner or any of its agents or representatives.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or

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. Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

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

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

contract with Owner for _____ in accordance with drawings and specifications prepared by the City of Portsmouth - Portsmouth School Department, 1 Junkins Ave., 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

LABOR AND MATERIAL PAYMENT BOND (continued)

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

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

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

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

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

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

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

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

(Surety Company)

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

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

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 Supply and Installation of Portsmouth High School Interior Bleachers Replacement, Bid#34-22.

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

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

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. 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.

3. 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.

4. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, 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.

5. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

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

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

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the Facilities Director and to his satisfaction. The Facilities Director 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 Facilities Director 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.

2. PROTECTION AND RESTORATION OF PROPERTY

(a) 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.

(b) 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.

3. SAFETY PRECAUTIONS

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

5. PERMITS

It will be the responsibility of the Contractor to obtain all necessary permits required for the installation of the interior bleacher(s).

TEMPORARY FACILITIES

1. STORAGE FACILITIES

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

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

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

2. SANITARY FACILITIES

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

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

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

3. TEMPORARY WATER

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

4. TEMPORARY ELECTRICITY

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

SELECTIVE STRUCTURE DEMOLITION

GENERAL

1.1 SECTION REQUIREMENTS

- A. Contractor shall be responsible for removal and disposal of existing bleachers per Facilities Director's direction. .
- B. Contractor shall be responsible for compliance with EPA regulations and hauling and disposal regulations of authorities having jurisdiction. Portsmouth School Department wants to ensure that all material is sent to the proper recycling center where possible vs a landfill.
- C. Owner will occupy the building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

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DEMOLITION

- E. Contractor shall maintain existing services/systems indicated to remain and protect them against damage during 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.
- F. As applicable, Contractor shall locate, identify, shut off, disconnect, and cap off electrical systems serving areas to be selectively demolished.
- G. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- H. Protect walls, floors, and other existing finish work that are to remain.
- 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. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

TELESCOPIC INTERIOR BLEACHER SPECIFICATIONS

PART 1 GENERAL

1.1 Description

A. Scope

1. Seating systems comprised of multi-tiered rows of seats, deck components and risers on interconnected, retractable, supporting structure. Telescopic seating operation shall be by means of electric operation. Telescopic seating system shall be wall attached (typically), recessed, telescoping or portable. System shall be floor attached where reverse folding.

B. Manufacturer's Design Criteria

1. Gymnasium seat assembly is designed to support, in addition to its own weight, a live load in excess of 120 lbs. per linear foot or 100 lbs. per square foot (whichever affect is greater), front to rear sway in excess of 10 lbs. per linear foot and a parallel sway load in excess of 24 lbs. per linear foot of row.
2. Guard railings are engineered to withstand a load of 200 lbs. per foot at top rail and an intermediate load of 150 lbs. per foot.
3. Steel structure must be free standing when installed and include 4 steel columns per row, per section. Those manufacturers which only include 2 columns per row, per section are not acceptable.
4. Steel columns must be fabricated from structural high tensile steel tubing; minimum size of tubing will be 1 ½" x 3" x 10 ga. Those manufacturers providing formed steel or angle iron columns in place of structural tubing are not acceptable. Maximum spacing between columns shall be 11'-6".
5. Last Row columns shall be no more than 40" from end of bleacher decking, nosing and riser.
6. Two row locks per row, per bleacher section manufactured from ¼" hot rolled steel to prevent racking of bleachers as they are retracting are required.
7. Footboards shall be produced from ¾" plywood with top facing. Voids or boat patching on top facing is not acceptable. Top facing shall Panelam Decking. Polyurethane finish is not acceptable.
8. Aluminum trim shall be installed on all exposed edges. Extruded aluminum joiners shall be placed between adjacent footboards.
9. Molded seats shall be one-piece, 18" wide of high-density polyethylene

structural foam with full perimeter interlock and concealed mounting hardware. End caps shall be provided at all ends, aisle ways and ADA locations. Colors are bright without excessive streaking. "Waterfall" coloring will not be acceptable. Indents for numbers and letters shall be standard.

10. No less than 4" diameter x 1 1/4" soft faced, non-marking rubber wheels to support understructure system shall be provided with sintered metal bearings and clips for easy replacement.
11. Nose beam shall be formed from 14 ga. minimum galvanized steel. Steel shall have G90 galvanized coating or better. These will encapsulate 3/4" plywood decks.
12. Rear riser shall be formed from 14 ga. minimum galvanized steel. Steel shall have G90 galvanized coating or better.
13. Handicap seating provisions: Provide recoverable first tier cutouts as required by ADA. Include manufacturer's standard front guardrail and closure panel as required.

1.2 Quality Assurance

A. Acceptable Manufacturer

1. The manufacturer shall be a firm experienced in the manufacturing of telescoping bleacher seating systems.
2. The telescopic seating system specified herein shall comply with the International Building Code 2017 Edition, ICC 300, NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures 2016 Edition; and specifically, with Chapter 5, Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having such jurisdiction.
3. The telescopic seating system manufacturer shall employ a registered, professional engineer to certify that equipment to be supplied meets and/or exceeds the design criteria of these specifications.
4. The telescopic seating system manufacturer shall have all welding done in a CWB/AWB certified shop.
5. It will be the responsibility of the bidder to furnish with his bid a list clarifying any deviation from these specifications, written or implied.

B. Acceptable Installer

1. Installers to be recognized, trained, and certified by the telescoping bleacher seating manufacturer.

1.3 Submittals

- A. Submit six copies of each of the following:
 - 1. Manufacturer's shop drawings.
 - 2. Manufacturer's standard 1-year warranty and limited 20-year warranty
 - 3. Manufacturer's Operation and Maintenance instructions
- B. Submit seating and deck samples, as required.

1.4 Warranty

- A. Submit manufacturers standard warranty form for Telescopic seating systems.
 - 1. The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of one (1) full year.
 - 2. Replacement structural steel components, nuts, bolts, axles, and wheels as necessary to maintain the integrity of the original installation, will be provided at no charge for a period of twenty (20) years.
 - 3. The guarantee shall be limited to the fair use of the Telescopic Seating System and shall not include acts of vandalism, fire, flood or other situations that do not fall into the general use requirements of the bleachers.
 - 4. A yearly inspection and required maintenance must be performed to maintain the extended 20-year warranty.

PART 2 PRODUCT

2.1 Manufacturers

- A. The basis of design for the gymnasium seating shown on the plans and detailed in these specifications is by Sheridan Gymnasium Equipment Limited as distributed by A Plus Athletic Products, Dan Pike – 207-619-0891.

Other manufacturers desiring to bid shall submit detailed product literature and specifications a minimum of ten (10) days prior to bid.

Any manufacturer which is approved must conform to all specifications herein. Any deviation from this specification is unacceptable.

1. Model: M200 Molded Seats
2. Aisle Type: Foot level Aisles with center aisle railings with curved top rail terminations.
3. End rails: Self-storing ready rails.
4. Operation: Integrally powered friction electric operation.
5. Product Requirements:
 - a. System to be wall attached. System shall be floor attached where reverse folding is required.
 - b. Bank A Deck Length shall be 78'-0"
 - c. Total number of Rows: 21 Rows
 - d. Bank B Deck Length shall be: 78'-0"
 - e. Total number of Rows: 21 Rows
 - f. Row rise: 10"
 - b. Row spacing: 24"
6. Accessories:
 - a. Handicap seating provisions: Provide first tier handicap cutouts to comply with American Disabilities Act (ADA). Handicap cutouts shall have required railings if required by code. Center cutouts will be recoverable.
 - b. Scorer's table 15" X 96". Table shall be self-supporting and portable to be used anywhere within the bleacher system or on the gymnasium floor.
 - c. **End railings** shall be designed to withstand the following horizontal forces applied separately:
 - A concentrated load of 200 lb applied at any point and in any direction along the top railing member

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Accessories Continued:

- A uniform load of 50lb/ft applied vertically downward at the top of the guardrail
- Rails shall be permanently mounted to the bleachers and automatically extend and stack with the bleachers when the bleachers are operated.
- The top rail shall have a design angle of 78 degrees outward from vertical to allow the end rail system to automatically extend and stack with bleachers.
- Intermediate self-storing end railings shall be 51 inches high when mounted to the deck board.
- Rail mount should be one-piece which will sandwich the deck board. The rail shall be 36 inches high when measured vertically from center of seat or seat board surface. The end rail shall be 20 inches wide. The vertical members of the guardrail shall be made from one-inch square, 14-gauge tubular steel with mandrel formed radius edges.
- The stiffener bracket shall be of formed steel to withstand the required impact loads and the steel tubes shall be welded with full perimeter fillet welds on all four sides.
- Each end rail shall be reinforced by a stiffener bracket clamped to the rail at seat board level and attached to the bleacher seat board with three (3) 2 - 1/4" elevator bolts. The bracket shall be 1/8" thick by 1" wide with a saddle clamp welded to one end to clamp a vertical structural member. The clamp shall be fastened to the vertical member with two 1/4" hex head bolts. All attaching hardware shall be zinc plated.
- Top row end rails shall attach to the last intermediate end rail with two clamps on the adjoining vertical members and a stiffener bracket clamped to the rail at seat board level and attached to the bleacher seat board with three (3) 2 - 1/4" elevator bolts. The top row rail shall be 9 inches wide. The vertical members of the guardrail shall be made from one-inch square, 14-gauge tubular steel with mandrel formed radius edges.
- The five vertical structural members of the end rail shall be spaced so that the vertical openings between the members shall be such as to prevent passage of a 4-inch diameter sphere.
- Vertical structural members shall be 14 gage tubular steel.
- End rail and bracket finish shall be a specially formulated epoxy powder coated surface that is resistant to rust, scratching, peeling and abrasions. Color choice shall be recommended by the contractor and selected by the Facilities Director.
- End rails are to be self-storing, nesting inside each other while bleachers open/close, without any action by the operator.

Accessories Continued:

- d. Obstructions: Note any obstructions (columns, drainage

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- pipes, overhead ducts, etc.) on final shop drawings.
- e. **Self-storing "P" aisle rails** shall be permanently mounted to the bleacher by a single pedestal mount with a minimum height of 34" high with terminating mid rail. Handrails shall be attached to a socket which shall rotate 90° for easy storage in socket. Aisle handrails that are detached from the socket, removed from the mounting bracket, or designed to lay down in the socket for storage are **unacceptable**. Spring loaded rails sockets for storage are unacceptable. Aisle rails are to mount to bleacher in at least 2 locations, including foot/deck board and riser/nose beam. Railings, posts, and sockets designed to withstand the following horizontal forces applied separately:
 - A concentrated load of 200 lb. applied at any point and in any direction along the top railing member
 - A uniform load of 50lb/ft applied vertically downward at the top of the guardrail
 - f. Rail and bracket finish shall be a specially formulated epoxy powder coated surface that is resistant to rust, scratching, peeling and abrasions. Color choice shall be recommended by the contractor and selected by the respective school principal.
7. Video Platform – Provide one 4'x8' film/video platform at top rows of bleacher with proper perimeter railings
 8. Contractor to provide removal and disposal of existing bleachers into contractor supplied dumpsters.

2.2 Fabrication

- A. Understructure System
 1. Structural high-tensile steel columns fabricated from minimum size 1½" x 3" x 10-gauge structural tubing.
 2. Bracing: 1 ½" square, structural tubing
 3. Row Locks: Provide two per each row, per bleacher section made of ¼" plate, hot rolled steel.
 4. Wheels shall be 4" diameter x 1 ¼" width.
 5. Maximum spacing between columns shall be 11'-6"
 6. Last Row columns shall be no more than 40" from end of bleacher decking, nosing and riser.
 7. Finish: Provide manufacturers black, semi-gloss, machinery enamel

Fabrication Continued:

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B. Deck System

1. Footboards shall be $\frac{3}{4}$ " plywood with top facing. All surfaces shall be thoroughly sealed. Top facing shall receive Panelam Decking on $\frac{3}{4}$ " plywood.
2. Provide thru-bolt fastening through galvanized steel riser beams at locations of splices in rear riser. Front deck connection shall be provided using front steel nose beams.

C. Decking and Riser Supports

1. Decking and riser supports shall form rigid closed deck structure. Tapered deck stiffeners shall be bolted through the front and back.

D. Seat System

1. Molded Structural Foam: Provide one-piece, high density structural polyethylene foam. Scuff resistant, textured solid color with anatomically correct tops. Color(s) for the seat modules shall be determined by the Architect by providing color charts. Contrasting color effects can be created with custom colors.

E. Electrical System

1. Friction Drive System: A series of electric drives are located under the first row in sufficient quantities as located on drawings. Each tractor drive shall consist of two 12" wide x 6" diameter cylinder wheels covered with a specially formulate white 60 durometer soft-faced rubber grooved for positive grip and low wear while reducing stress on floor.
2. The tractor is operated by a minimum $\frac{1}{4}$ " HP gear reduction motor built into a height adjustable steel framework and containing additional weight plates for added traction where necessary. These drives operate from one central control box and a single plug-in, hand-held, low-voltage remote pendant controller which has, in addition to an in- and-out button, a left and a right jog button used to always allow for straight and true steering (steering provided where required). The standard system operates with 3 phase, 208-volt, 60 Hz power. Optional power source can be supplied as required.

PART 3 EXECUTION

3.1 General

- A. Manufacturer's representative or bleacher system installer shall demonstrate the proper method of operation of the bleacher system to the Owner and Architect upon completion of the work. Provide Two (2) sets of operation manuals.
- B. Telescopic Seating Subcontractor shall verify that all areas are free of impediments interfering with the installation and that substrates are acceptable to receive seating in accordance with the manufacturer's recommendations.
- C. Bleacher contractor will be responsible for all wire connections, power supply as required for power operation of the bleachers, and supplying a license electrician to tie power into the buildings electrical system.
- D. Contractor will be responsible for any wood floor repairs and needs to allow a smooth transition for when the bleachers are retracted in and out from the wall.

3.2 INSTALLATION

- D. Seating shall be installed in accordance with the manufacturer's instructions and manufacture shop drawings. Drawings to be provided by awarding contractor. Telescopic Seating Subcontractor will install all accessories, anchors, inserts and other items for installation of seating and for permanent attachment to adjoining construction.
- E. Adjustment and Cleaning: Upon completion of installation, Telescopic Seating Subcontractor shall adjust each seating assembly to operate in compliance with manufacturer's recommendations. Telescopic Seating Subcontractor shall clean installed seating on exposed or semi-exposed surfaces and touch-up all exposed finishes.
- F. The manufacturer reserves the right to incorporate design changes and material substitutions as it sees fit to improve the overall product with prior approval from the owner's representative and at no additional cost to the owner.
- G. Must be NH code and ADA Compliant.

End of Section