



The City of Manchester

Department of Public Works

Facilities Division

October 1, 2020

REQUEST FOR PROPOSALS

Passenger Elevator Modernizations Services

Bid FY21-500-06

The City of Manchester, NH, through its, Department of Public Works, Facilities Division, is requesting proposals from qualified and licensed elevator firms only for the modernization of two potential projects.
Project 1. Rines Center, 3 stop Elevator Modernization.
Project 2. City Library, West Branch. 4 stop Elevator Modernization.

The elevator contractor will be required to work in conjunction with the Facilities Division and any City or staff representatives in order to fully define the program and corresponding services for the requested improvements.

Bids will be received at the ground floor reception counter for the Public Works Department, Facilities Division, 475 Valley Street, Manchester, New Hampshire, on or before **3:00 PM** on the **22nd day (Thursday) of October, 2020** for the following:

Bids received after this time and date stated above will not be accepted. Bids will be opened and publicly read aloud after specified closing time. All interested parties are invited to attend. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the written consent of the Department of Public Works.

Project involves provisions of all labor, equipment, supervision and materials necessary to perform elevator modernizations, removal and replacement per construction documents at the Rines Center 1528 Elm Street and City Library, West Branch 76 North Main Street, Manchester, NH. Construction dates to be negotiated with the City, (Owner) and assumed to be around the fall of 2020 with substantial completion and fully operational on a date mutually agreed upon by Owner and Contractor. The Owner will partially occupy both buildings during the modernization projects.

The City of Manchester, New Hampshire reserves the right to waive all formalities and reject any and all proposals or to accept any proposal. A 10% Bid Bond from an authorized bonding agent is required to be submitted with the bid. For a complete list of expectations please visit the purchasing website at www.manchesternh.gov/bids and follow the instructions for this project.

The Contract Documents will be available from the website above. A pre-bid walkthrough is scheduled for Tuesday October 13, 2020 at 1:30 p.m. at the Rines Center, 1528 Elm Street, rear and then at the City Library, West Branch, 76 North Main Street on or about 2:15 pm. Meet in the rear parking lot at both locations. Questions on this project will only be taken in the form of electronic mail addressed to ekrueger@manchesternh.gov. No phone calls please.

Selection of the successful bidder will be in accordance with Chapter 39: Procurement Code of the City of Manchester, Code of Ordinances. The Chief Facilities Manager reserves the right to waive any irregularities, reject any or all bids, negotiate a reduced price and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

The City reserves the right to extend this contract to include additional related services at other City of Manchester public facilities for up to three years after contract execution.

Mr. Josh Gagne.
Chief Facilities Manager

INFORMATION REPORT

PROJECT: (1) Elevator Modernization at the Rines Center and (2) City Library, West Branch

DATE BIDS OPENED: Thursday October 22, 2020, at 3:00 PM

WALK-THRU Tuesday October 13, 2020 at 1:30 P.M.
Walk thru is not mandatory but highly recommended.

PROJECT TYPE: Elevator Modernization, Replacement and Installation

CONTRACT PERIOD: All work for this contract is to be complete by: a date mutually confirmed by the contractor and the city of Manchester.

PROPOSAL GUARANTEE: 10% Bid Bond

SCOPE: Remove old elevator controls, and equipment per the attached information and reinstall with new.

BID PROPOSAL

Elevator Modernization at the Rines Center and the City Library, West Branch

The City of Manchester, acting through the Facilities Division hereinafter called " Awarding Authority," requests bids for the furnishing of all labor, equipment, and materials in accordance with the Contract Documents within this bid package.

The undersigned as bidder declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other firm; that the undersigned has carefully examined the location of the proposed work, the proposed form of Contract and the Contract Documents therein referred to, and the undersigned proposes and agrees if this proposal is accepted, that he will contract with the Awarding Authority to provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the Contract in the manner and time therein described and according to the requirements of the Owner therein set forth and the undersigned will take full payment therefore, the following prices:

Name of Contractor (Bidder)

The Bidder hereby proposes to furnish all plant, erection equipment, labor, materials, supplies, services, equipment and other facilities required, necessary, or incidental to the work required or contemplated for the completion of this Project in strict conformity with the Bidding and Contract Documents, of which this Proposal is a part, for the sum of Hereinafter referred to as the Base Bid.

Base Bid: Project 1. Rines Center Elevator Modernization.
See additional information regarding hardware and components elsewhere in the bid documents.

_____ Dollars (\$),

Base Bid: Project 2. City Library, West Branch Elevator Modernization.
See additional information regarding hardware and components elsewhere in the bid documents.

_____ Dollars (\$),

Combined Bid. Total cost for services if both Project 1 and Project 2 are performed by your company.

_____ Dollars (\$),

And in words; _____

A bid bond from a bonding company of 10% is required to be submitted at time of bid.
Please use Combined bid total for value of 10% Bid Bond.

Certificate of Insurance to be submitted as part of contract execution. Not required at Bidding.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

In addition the following Alternate items are to be bid as indicated.

ALTERNATE 1: Replacement of Hydraulic Jack Assembly and Hydraulic Fluid per bid specs.
Project 1. Rines Center Elevator Modernization.

See additional information regarding hardware and components elsewhere in the bid documents.

_____ Dollars (\$),

ALTERNATE 2: Replacement of Hydraulic Jack Assembly and Hydraulic Fluid per bid specs.
Project 2. City Library, West Branch Elevator Modernization.

See additional information regarding hardware and components elsewhere in the bid documents.

_____ Dollars (\$),

Alternate 3: Provide cost (if not included in base bid) to repack one piston if required at either location.

_____ Dollars (\$),

Alternate 4: Provide any costs for (one) drilling to enlarge the jack hole if required if required at either location.

_____ Dollars (\$),

SCHEDULE: Please edit below with Schedule

- Booking Process: Week(s)
- Survey Job Site: Week(s)
- Release Orders: Week(s)
- Submittal Preparation: Week(s)
- Approval Process: Week(s)
- Material Fabrication: Week(s)
- Installation (Phase 1): Week(s)
- Final System Test/Punch List: Week(s)
- TOTAL:** Week(s)

End of Bid Page.

SPECIAL CONSIDERATIONS – ADDENDUM RECEIPT AND BIDDER CERTIFY

Bidders shall acknowledge below the receipt of any and all addenda to the Contract Documents, listing addenda by number and also by date. If No addenda are issued by the City of Manchester then indicate below as none.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Contractor must include this form with Bid Proposal form.

The Bidder certifies that no official or employee of the City of Manchester, New Hampshire is connected in any way with the submission of this proposal.

No official or employee of the State of New Hampshire or the City of Manchester shall have any interest in the Contract during his tenure or one (1) year after.

Statutes of the State of New Hampshire and ordinances of the City of Manchester as they apply to the laws of competitive bidding are made a part of these Contract Documents.

Any property of the City which are damaged by an act or omission of the Contractor will be repaired or replaced (by the contractor) in the manner approved by the Facilities Division of the City of Manchester. The Facilities Division will be the sole judge of acceptance of the damaged corrections.

The Bidder further certifies that he has familiarized himself with the data contained in the Contract Documents and has taken the contents thereof into account in the preparation of the Base Bid, as well as alternate bid prices.

The undersigned hereby agrees to complete all the work shown or specified under this Contract within the required construction schedule.

Contractor (Bidder) (Seal)

By _____
Signature and Title

Address _____

Date _____

Being a (Corporation incorporated under the laws of the State of) _____

(Partnership),

(Individual),

composed of (officers), (partners), (owner) as follows:

HYDRAULIC PASSENGER ELEVATOR
MODERNIZATION PROPOSAL

City Of Manchester

Rines Center (Project 1)
1528 Elm Street
Manchester, NH

Date: 9/30/2020

Prepared by:

Eric Krueger
City Of Manchester
Facilities Division
475 Valley Street
Manchester, NH 03103

WORK INCLUDED BY CONTRACTOR

This specification includes all labor, permits, material, testing, state approvals and equipment necessary to modernize the existing passenger elevator at Rines Center, 1528 Elm Street, Manchester, NH

The following equipment is to be installed in a manner that complies with all current State and Local Elevator Codes and also with the American Disabilities Act: The modernization work will be based on the following detail of work:

SCHEDULE OF EXISTING EQUIPMENT:

	EXISTING	PROPOSED
A. ELEVATOR I.D #:	ID: NHE 1474 CAR# 1	Retain Existing
B. ELEVATOR TYPE:	Hydraulic	Retain Existing
C. CLASSIFICATION:	Passenger / Service	Retain Existing
D. OPERATION:	Simplex	Retain Existing
E. FUNCTION:	General Public Use	Retain Existing
F. SPEED:	125 FPM	Retain Existing
G. CAPACITY:	2100 LBS.	Retain Existing
H. TRAVEL:	23'-4"	Retain Existing
I. STOPS:	3	Retain Existing
J. OPENINGS:	Front 3 / Rear 0	Retain Existing
K. LANDINGS SERVED:	G/1/2	Retain Existing
L. ENTRANCE TYPE:	Single Speed / Side Opening / Power	Retain Existing
M. ENTRANCE SIZE:	36" x 84"	Retain Existing
N. MAIN LINE Voltage:	460Volts – 3 Phase – 60 cycle	Retain Existing
O. OEM:	Dover	
P. YEAR INSTALLED:	1978	

MAJOR HYDRAULIC PASSENGER ELEVATOR COMPONENTS TO BE INCLUDED IN BID:

MACHINE ROOM EQUIPMENT:

1. Elevator Control: Controls: Remove Existing and Install New Non-proprietary, Microprocessor Controls
Manufactured by: Virginia Controls Inc. (VCI) or Motion Control Engineering (MCE)
2. Operation Mode: Simplex Selective Collective
3. Key Features:
 - Fire Service Operation
 - Independent Service Operation
 - Inspection Operation
 - Access Operation
 - Nudging Feature
 - Keyed LockOut Security
 - Card Reader Security Interface
4. Motor Control: Remove Existing and Install New Solid State Soft Start
5. Selector: Install New Car-Top Reader Device with Stationary Hoistway Tape
6. Electrical Conduit: Remove Existing and Install New Conduit, Hoistway & Machine Room
7. Electrical Wiring: Remove Existing and Install New Copper Wiring in Machine Room, Hoistway and Car
8. Pump / Tank: Remove Existing and Install New Submersible Pump / Tank Unit
9. Pump Motor: Remove Existing/Install New Submersible 3 Phase AC Pump Motor
10. Valve Assembly: Remove Existing and Install New Adjustable Valve Unit
11. Muffler: Remove Existing and Install New Tank Mount Noise Isolation Muffler
12. Oil Line / Fittings: Remove Existing and Install New Oil Line in Machine Room

HOISTWAY EQUIPMENT:

13. Manual Shut-Off: Install New Machine Room Shut-Off Ball Valve
14. Rupture Valve: Not Required

- 15. Jack/Packing: Retain Existing Jack Assembly
- 16. Hydraulic Fluid: Remove Existing Oil and Install New Petroleum Based Hydraulic Oil
- 17. Car Sling: Retain Existing
- 18. Platform: Retain Existing Platform Assembly
- 19. Sub Floor: Retain Existing Wood Sub Floor and Repair
- 20. Toe Guard: Retain Existing Toe Guard
- 21. Car Guide Shoes: Retain Existing Slide Type Guide Shoes and Replace Inserts as Required
- 22. Main Guide Rails: Retain Existing Guide
- 23. Rail Brackets: Retain Existing Rail Brackets, Tighten Mounting Hardware
- 24. Buffers: Retain Existing Spring Type Buffers
- 25. Buffer Supports: Retain Existing Buffer Support Steel
- 26. Limit Switches: Remove Existing-Install New Top/Bottom Limit Switches & Mtg Hardware
- 27. Limit Cams: Retain Existing Limit Cam Assembly
- 28. Stop Switch: Remove Existing and Install New Pit Stop Switch
- 29. Pit Ladder: Retain Existing Pit Ladder

LANDING ENTRANCES:

- 30. Frames: Retain Existing Entrance Frames
- 31. Door Panels: Retain Existing Door Panels
- 32. Header & Struts: Retain Existing Headers and Struts
- 33. Sills: Retain Existing Sills
- 34. Gibs: Replace Gib Assemblies With New, Two (2) Per Panel
- 35. Fascia: Retain Existing Fascia and Mounting Hardware
- 36. Dust Covers: Retain Existing Dust Covers
- 37. Handicap Plates: Install New Raised Character, Braille Plates

CAR DOOR EQUIPMENT:

- 38. Door Operator: Remove Existing and Install New GAL MOVFR II Door Operator
- 39. Door Protection: Remove Existing and Install New Solid State Detector Screen System
- 40. Car Hangers/Track: Remove Existing and Install New Header, Car Hangers and Tracks
- 41. Clutch: Remove Existing and Install New Door Clutch Assembly

LANDING DOOR EQUIPMENT:

- 42. Landing Hangers/Track: Retain & Recondition Existing Landing Hanger and Tracks
- 43. Interlocks: Replace the Existing Hoistway Door Interlocks with new GAL Interlocks and Release Assemblies
- 44. Door Closers: Replace Existing Landing Door Closers

CAB ENCLOSURE EQUIPMENT: The Existing Cab Will Be Retained As Is

- 45. Shell: Retain Existing Cab Shell
- 46. Car Doors: Remove Existing and Install New #4 Satin Stainless Steel, Car Door Reinforced, Drilled & Tapped
- 47. Car Front: Retain Existing Car Front, Modify for New Fixtures
- 48. Car Sill: Retain Existing Car Sill
- 49. Ceiling: Retain Existing Ceiling
- 50. Car Lighting: Retain Existing Lighting
- 51. Ventilation: Retain Existing Ventilation
- 52. Finished Floor: Retain Existing Finished Floor
- 53. Car Top Safety Rail: Provide If Required

CAR OPERATING FIXTURES: MANUFACTURERS TO BE PTL OR INNOVATION

- 54. Main Car Operating Panel: Replace With New
- 55. Main Car Operating Panel: Replace With New
 - a. Cover Plate Material: Stainless Steel
 - b. Cover Plate Finish: #4 Satin Finish

c. Provide Keyed Lockouts as Required

56. Fixture Button Style: Manufacturer's Vandal Resistant Standard, ADA Compliant
57. Car Position Indicator: Replace With New-Included in new Car Operating Panel
58. Car Direction Indicator: Install New Vandal Resistant Unit
59. Phone: Remove Existing and Install New ADA Compliant Auto Dial Phone
60. Emergency Lighting: Remove Existing and Install New Battery Operated Emergency Lighting in Car Operating Panel
61. Car Top Inspection Controls: Replace With New

LANDING OPERATING FIXTURES:

62. Hall Call Station: Replace With New
63. Hall Call Station: Replace With New
- a. Cover Plate Material: Stainless Steel
 - b. Cover Plate Finish: #4 Satin Finish
 - c. Provide Keyed Lockouts at each floor landing. Include 6 sets of keys
64. Fixture Style: Manufacturer's Extended Cover plates Reusing Existing Back Boxes, ADA Compliant. Vandal Resistant
65. Digital Position Indicator: Replace With New @ Main Floor Level Only
66. Direction Indicator Lanterns: Provide Blank Cover Plates At All Floors
67. Hoistway Access Stations: Provide New at Top and Bottom Floor Levels
68. Phase I Firefighter's Service Key Switch: Replace With New

Miscellaneous:

69. Barricading: Standard Sectional Barricades at Active Location
70. Hoistway Protection: Not Required
71. Cleaning: Daily Clean in front of elevator landings. Final Clean Done at Project Completion
72. Painting: Machine Room Floor

SCHEDULE:

• Booking Process:	Week(s)
• Survey Job Site:	Week(s)
• Release Orders:	Week(s)
• Submittal Preparation:	Week(s)
• Approval Process:	Week(s)
• Material Fabrication:	Week(s)
• Installation (Phase 1):	Week(s)
• <u>Final System Test/Punch List:</u>	<u>Week(s)</u>
TOTAL:	Week(s)

WORK BY OTHER TRADES:

The required support trade work to complete this project will be the responsibility of the city of Manchester. This includes electrical, hvac and plumbing if required.

End of Project 1.

HYDRAULIC PASSENGER ELEVATOR
MODERNIZATION PROPOSAL

City Of Manchester

Library, West Branch (Project 2)
75 North Main Street
Manchester, NH

Date: 9/30/2020
Prepared by:

Eric Krueger
City Of Manchester
Facilities Superintendent
475 Valley Street
Manchester, NH 03103

WORK INCLUDED BY CONTRACTOR

This specification includes all labor, permits, material, testing, state approvals and equipment necessary to modernize the existing passenger elevator at Library, West Branch, 76 North Main Street, Manchester, NH

The following equipment is to be installed in a manner that complies with all current State and Local Elevator Codes and also with the American Disabilities Act: The modernization work will be based on the following detail of work:

SCHEDULE OF EXISTING EQUIPMENT:

- A. ELEVATOR I.D #: ID: NHE 1473 CAR# 1 Retain Existing
- B. ELEVATOR TYPE: Hydraulic Retain Existing
- C. CLASSIFICATION: Passenger / Service Retain Existing
- D. OPERATION: Simplex Retain Existing
- E. FUNCTION: General Public Use Retain Existing
- F. SPEED: 125 FPM Retain Existing
- G. CAPACITY: 1500 LBS. Retain Existing
- H. TRAVEL: 24' Retain Existing
- I. STOPS: 4 Retain Existing
- J. OPENINGS: Front 3 / Rear 1 Retain Existing
- K. LANDINGS SERVED:L/G/2R/2F Retain Existing
- L. ENTRANCE TYPE: Two Speed/Side Opening/Power Retain Existing
- M. ENTRANCE SIZE: 36" x 84" Retain Existing
- N. MAIN LINE Voltage: 208Volts – 3 Phase – 60 cycle Retain Existing
- O. OEM: Dover
- P. YEAR INSTALLED: 1978

MAJOR HYDRAULIC PASSENGER ELEVATOR COMPONENTS TO BE INCLUDED IN BID:

MACHINE ROOM EQUIPMENT:

1. Elevator Control: Remove Existing & Install New Non-proprietary, Microprocessor Controls
Manufactured by: Virginia Controls Inc. (VCI) or Motion Control Engineering (MCE)
2. Operation Mode: Simplex Selective Collective
3. Key Features:
 - Fire Service Operation
 - Independent Service Operation

- Inspection Operation
- Access Operation
- Nudging Feature
- Keyed Lockout Security
- Card Reader Security Interface

4. Motor Control: Remove Existing and Install New Solid State Soft Start

5. Selector: Install New Car-Top Reader Device with Stationary Hoistway Tape

6. Electrical Conduit: Remove Existing & Install New Conduit, Hoistway & Machine Room

7. Electrical Wiring: Remove Existing and Install New Copper Wiring in Machine Room, Hoistway and Car

8. Pump / Tank: Retain Existing Pump / Tank Unit

9. Pump Motor: Retain Existing

10. Valve Assembly: Retain Existing

11. Muffler: Retain Existing

12. Oil Line / Fittings: Retain Existing

HOISTWAY EQUIPMENT:

13. Manual Shut-Off: Retain Existing Shut-Off Ball Valve

14. Jack/Packing: Retain Existing Jack Assembly

15. Hydraulic Fluid: Retain

16. Car Sling: Retain Existing

17. Platform: Retain Existing Platform Assembly

18. Sub Floor: Retain Existing Wood Sub Floor and Repair

19. Toe Guard: Retain Existing Toe Guard

20. Car Guide Shoes: Retain Existing Slide Type Guide Shoes and Replace Inserts as Required

21. Main Guide Rails: Retain Existing Guide Rails

22. Rail Brackets: Retain Existing Rail Brackets, Tighten Mounting Hardware

23. Buffers: Retain Existing Spring Type Buffers

- 24. Buffer Supports: Retain Existing Buffer Support Steel
- 25. Limit Switches: Remove Existing-Install New Top/Bottom Limit Switches & Mtg Hardware
- 26. Limit Cams: Retain Existing Limit Cam Assembly
- 27. Stop Switch: Remove Existing and Install New Pit Stop Switch
- 28. Pit Ladder: Retain Existing Pit Ladder

LANDING ENTRANCES:

- 29. Frames: Retain Existing Entrance Frames
- 30. Door Panels: Retain Existing Door Panels
- 31. Header & Struts: Retain Existing Headers and Struts
- 32. Sills: Retain Existing Sills
- 33. Gibs: Replace Gib Assemblies with New, Two (2) Per Panel
- 34. Fascia: Retain Existing Fascia and Mounting Hardware
- 35. Dust Covers: Retain Existing Dust Covers
- 36. Handicap Plates: Install New Raised Character, Braille Plates

CAR DOOR EQUIPMENT:

- 37. Door Operator: Remove Existing and Install New GAL MOVFR II Door Operators
- 38. Door Protection: Remove Existing and Install New Solid State Detector Screen Systems
- 39. Car Hangers/Track: Remove Existing and Install New Header, Car Hangers and Tracks
- 40. Clutch: Remove Existing and Install New Door Clutch Assemblies

LANDING DOOR EQUIPMENT:

- 41. Landing Hangers/Track: Retain & Recondition Existing Landing Hanger and Tracks, Provide New Hanger Rollers
- 42. Interlocks: Replace Existing Hoistway Door Interlocks with GAL Interlocks and Release Assemblies
- 43. Door Closers: Replace Existing Landing Door Closers

CAB ENCLOSURE EQUIPMENT: The Existing Cab will be retained as is

- 44. Shell: Retain Existing Cab Shell
- 45. Car Doors: Remove Existing and Install New #4 Satin Stainless Steel Car Door Panels - Reinforced, Drilled & Tapped
- 46. Car Front: Retain Existing Car Front, Modify for New Fixtures
- 47. Car Sill: Retain Existing Sills
- 48. Ceiling: Retain Existing Ceiling
- 49. Car Lighting: Retain Existing Lighting
- 50. Ventilation: Retain Existing Ventilation
- 51. Finished Floor: Retain Existing Finished Floor
- 52. Car Top Safety Rail: None Required

CAR OPERATING FIXTURES: MANUFACTURERS TO BE PTL OR INNOVATION

- 53. Main Car Operating Panel: Replace With New
 - a. Cover Plate Material: Stainless Steel
 - b. Cover Plate Finish: #4 Satin Finish
 - c. Provide Keyed Lockouts as Required
- 54. Fixture Button Style: Manufacturer's Vandal Resistant Standard, ADA Compliant
- 55. Car Position Indicator: Replace With New – Included in New Car Operating Panel
- 56. Car Direction Indicator: Install New Vandal Resistant Unit in Each Return Column
- 57. Phone: Remove Existing and Install New ADA Compliant Auto Dial Phone
- 58. Emergency Lighting: Remove Existing and Install New Battery Operated Emergency Lighting in Car Operating Panel
- 59. Car Top Inspection Controls: Replace With New

LANDING OPERATING FIXTURES:

- 60. Hall Call Station: Replace With New
 - a. Cover Plate Material: Stainless Steel
 - b. Cover Plate Finish: #4 Satin Finish
 - c. Provide Keyed Lockouts at each floor landing. Include 6 sets of keys

61. Fixture Style: Manufacturer's Extended Coverplates Reusing Existing Back Boxes, ADA Compliant, Vandal Resistant

62. Digital Position Indicator: Replace With New @ Main Floor Level Only

63. Direction Indicator Lanterns: Provide Blank Cover Plates At All Floors

64. Hoistway Access Stations: Provide New at Top and Bottom Floor Levels

65. Phase I Firefighter's Service Key Switch: Replace With New

Miscellaneous:

66. Barricading: Standard Sectional Barricades at Active Location

67. Hoistway Protection: Not Required

68. Cleaning: Daily Clean in front of elevator landings. Final Clean Down at Project Completion

69. Painting: Machine Room Floor

SCHEDULE:

- Booking Process: Week(s)
- Survey Job Site: Week(s)
- Release Orders: Week(s)
- Submittal Preparation: Week(s)
- Approval Process: Week(s)
- Material Fabrication: Week(s)
- Installation (Phase 1): Week(s)
- Final System Test/Punch List: Week(s)
- TOTAL: Week(s)

WORK BY OTHER TRADES: The required support trade work to complete this project will be the responsibility of the city of Manchester. This includes electrical, HVAC and plumbing if required.

~End of Base Bid Project 2~

ALTERNATE 1 (Rines) and ALTERNATE 2 (Library): Replacement of Hydraulic Jack Assembly and Hydraulic Fluid

Contractor shall remove the existing jack assembly and install a new jack assembly supplied by the original manufacturer or approved alternate. The new jack assembly will be fabricated to meet the latest requirements of the National Elevator Code (ANSI A17.1) and local code requirements while retaining the original speed, capacity, travel, and operating pressure.

The new jack assembly, which consists of a steel double bulkhead cylinder, will be provided with a protective wrap and installed in a code required PVC casing as additional protection from corrosion. The existing piston will be replaced with new if alternate accepted.

Once the cylinder has been removed, a waste management company will be scheduled to remove the sand and oily waste backfill material from the original jack hole and disposal of said wastes. The City will pay for any costs incurred by the waste management company.

Alternate 3: Provide cost to repack (one) piston if required.

Alternate 4 Provide any costs for (one) drilling to enlarge the jack hole if required.

SCHEDULE: Include a schedule in the bid that details the following.

• Booking Process:	Week(s)
• Survey Job Site:	Week(s)
• Release Orders:	Week(s)
• Submittal Preparation:	Week(s)
• Approval Process:	Week(s)
• Material Fabrication:	Week(s)
• Installation (Phase 1):	Week(s)
• <u>Final System Test/Punch List:</u>	<u>Week(s)</u>
TOTAL:	Week(s)

WORK BY OTHER TRADES: Electrical, HVAC, Fire Alarm, General Work, Hydraulic

The following represents an outline of work by other trades than elevator contractor that may be required and must be considered in support of this project: The City of Manchester will hire and coordinate work with the elevator contractor if and as required.

Electrical Items by Owner hired Electrician: To be integrated with Elevator modernization.

1. Existing: Rines 460Volts – 3 Phase – 60 cycle, Library 208 Volts - 3 Phase – 60 Cycles AC grounded power supply, for each elevator, through fused, lockable safety switches in the machine rooms. The service/disconnect switch to be sized based on the characteristics of new elevator hoist motors and variable frequency static drives. The disconnect switch must be located within 18” of the strike side of the machine room door. The existing line side feeds may be reused and extended if properly configured, sized and in suitable condition.
2. Provide a dedicated, earth ground for high and low voltage elevator services.
3. Provide a 120vac 1ph 60cy 15amp branch circuit for each elevator with an enclosed externally operable fused, lockable disconnect for car lighting and accessories. Low voltage service switches to be located adjacent to the high voltage service switches.
4. Provide feed wires in pipe from the load side of the high and low voltage service, disconnect switches to the new elevator controls using properly sized copper conductors. Final connection at elevator controllers to be completed by Elevator Contractor, field employees.

5. Provide 120vac grounded service with means of disconnect for machine room power ventilation equipment as required.
6. Provide feed wires in pipe from the load side of an enclosed externally operable fused, lockable disconnect switch to the ventilation equipment using properly sized copper conductors.
10. Install GFI type outlets in the elevator machine room and pit. Pit outlet should be mounted at least 24" off the pit floor and properly piped to avoid potential water damage.
11. Owner to provide a telephone line to the elevator machine room for communication to the elevator cab enclosures.

Fire Alarm work by owner to be integrated with Elevator modernization:

1. Owner to Furnish and install smoke detector units in each lobby and in the elevator machine room as required by ANSI A17.1 2016 code.
2. Furnish and install a signal control module that automatically activates the machine room power vent in case of fire alarm condition if a mechanical vent system is installed.
3. Furnish and install Four (4) pair of signal feeds from the smoke detector panel or zone modules to the elevator machine room to facilitate fire service recall function.

HVAC:

1. The elevator machine room temperature must be maintained between 50 and 90 degrees F with maximum 80% relative humidity, non-condensing. A passive and /or powered means of climate control may be used for this purpose. Estimated BTU output for elevator equipment will be provided by elevator contractor for determination if cooling unit is required.
2. Provide hoistway and machine room ventilation to allow removal of smoke and hot gases. Hoistway may be vented directly to outside air or indirectly, through the machine room slab. The area of hoistway and machine room vents shall not be less than 3 ½% of the area of the hoistway nor less than 3 sq. ft., whichever is greater. Venting may be either passive or mechanical. If a mechanical system is installed, a normally closed damper actuated by a signal from the alarm panel will be required.

1. Contractor Project Management Responsibilities

The Contractor will provide a Project Manager, with similar successful project experience and shall personally supervise the drawings and specifications. The Project Manager shall be the person: communicating with the owner's representative, attending and recording minutes of site meetings, and supplying submittals and invoices for payment. The Project Manager shall also attend meetings to justify change orders or assist in construction problem resolution. Please refer to Project Manager responsibilities' below.

The Project Manager shall not be substituted without the City's approval.

Duties of the Project Manager will include but not necessarily be limited to the following:

- Schedules - Review and track the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared as by the CONTRACTOR.

- Conferences & Meetings - Attend meetings with the Owner such as preconstruction conferences, progress meetings, job conferences and other project related meetings.
- Liaison - Serve as OWNERS liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent. Assist in understanding the intent of the Contract Documents; and assist in serving as owners' liaison with CONTRACTOR.
- Assist in obtaining from owner, additional details or information when required, for proper execution of the work.
- Inspection of Work throughout construction phase, from demolition to final acceptance. Site visits will be recorded in writing and forwarded to the Facilities Division. In addition, all deficiencies will be reported, in writing, to the Facilities Division. It is the responsibility of this contractor to insure that all deficiencies are noted and corrected.

4. *Shop Drawings, As Builts and Samples*

Contractor shall submit Shop Drawings and technical data before construction has begun.

Construction documents shall comply with all current applicable Federal, State and Local codes, laws, regulations and requirements applicable to the project.

Contractor shall receive any deliverables, samples, equipment which are furnished to the site by CONTRACTOR at the installation site.

Drawings shall be electronically prepared in Autocad or equivalent format. Additionally provide city with 50% size sets for review as requested. (11" x 17")

Prepare "As-built" drawings utilizing the design drawings with revisions to show the actual construction. These shall be prepared from contractor supplied "redline" prints or from actual field conditions, where necessary.

The selected Contractor(s) shall be familiar with and comply with all relevant local, state and federal regulations and funding requirements including the Life Safety Code, Handicap Codes, ADAAG, and Building Codes.

Every aspect of this project is to be included in the scope of services, to properly allow the City to receive competitive bids.

Contractor must provide a list of all contractors (utilized on the project), and contact information including email, physical address and telephone contact information. Complete project turnover information must include as built drawings, operations and maintenance manuals and warranty information for this project. This must be in

the form of a one (1) binder as well as one electronic copy delivered on a flash drive. Failure to do so may prevent consideration for the final payment.

5. Review of Work, Rejection of Defective Work, and Tests

Conduct on-site observations of the work in progress to ensure work is in general compliance with the Contract Documents.

Report work that is believed unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.

Verify that tests and inspections required are conducted and that OWNER is supplied copies of test reports.

Accompany visiting inspectors representing the City, State or other agencies having jurisdiction over the project, and record the results of these inspections.

6. Records

- ◆ Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- ◆ Keep a diary or logbook, recording data relative to questions of work directive changes, change orders or changed conditions, daily activities, decisions, and observations in general and specific observations in more detail as in the case of observing test procedures.
- ◆ Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

7. Completion

Observe, verify, follow up, document, and inform city weekly on status of all items on final punchlist until they have been completed or corrected. It is expected that after substantial completion, all outstanding items will be completed in a timely manner (within twenty days). It is unacceptable to the City to have items outstanding after that point. This should be made clear to all prospective bidders during the pre-construction meeting.

CONDITIONS OF PROPOSAL

1) Insurance and Indemnification Requirements

The successful Contractor shall agree to indemnify and hold harmless the City from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its' error or omission, negligence or fault. Prior to the City's entering into a contract, the successful Contractor shall produce evidence satisfactory to the City of adequate liability insurance coverage in this regard, naming the City as additional insured while Contractor is performing duties under contract with the City. Contractor shall provide evidence of Worker's Compensation insurance in the amounts required by NH Law.

The successful Contractor shall agree to indemnify and hold harmless the City from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its error or omission, negligence or fault. Prior to the City's entering into a contract, the successful Contractor shall produce evidence satisfactory to the City of adequate liability insurance coverage in this regard, naming the City as additional insured while Contractor is performing duties under contract with the City. Contractor shall provide evidence of Workers Compensation insurance in the amounts required by New Hampshire Law.

2) Legal Structure and Authority

Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Contractor to a contract.

3) Compliance with Law

- a) The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.
- b) Each proposal shall include a statement indicating that the Contractor has read and understood all conditions as outlined in the RFP.

4) Proposal Held Open

- a) No Contractor/Bidder shall be permitted to withdraw its proposal for a period of sixty (60) days after the time and date as set forth in Article 1, paragraph 2. All proposals shall remain valid and binding for that period of time.
- b) The Contractor whose proposal is selected for recommendation shall not withdraw its proposal for an additional thirty (30) days after notice of selection or

recommendation. The selected Contractor shall execute a contract for services within ten (10) days of being requested to do so.

5) City Reservation of Rights

- a) The City reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the City at its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the City to do so.
- b) Negotiation if undertaken by the City is intended to result in a contract which is deemed by the City, in its sole discretion, to be in the City's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.
- c) The City reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including, but not limited to, terms and conditions required by funding sources; and additional work which may be identified subsequent to the starting date of the contract.
- d) The City reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.

6) Termination

The City reserves the right to terminate the contract upon ten (10) days written notice should the Contractor fail substantially to perform in accordance with the Agreement. In addition, the City reserves the right to terminate the contract at anytime or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to fault other than the Contractor, the Contractor shall be paid his compensation for services performed to termination date.

7) Contractor Responsibilities

The Contractor submitting a proposal for this project, will make himself aware of all City requirements, including Liability Insurance coverage for the City pertaining to contracting with the City for Services and proposed fees should they reflect any costs in connection with these requirements.

8) Other Terms and Conditions

- a) Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all inclusive. The City *will not* honor requests for payment of so-called reimbursable expenses. This includes project vehicle, mileage, fuel, food,

lodging, entertainment, computer, duplication, office staff, cell phones and tools. These reimbursable cost to be included in the bid values. Profit and overhead are also to be included in the bid values. Bid Price(s) include(s) any applicable state sales tax.

- b) Performance and Payment Bonds are not required.
- c) All permit fees associated with elevator trades work.
- d) Price(s) include(s) required testing with local authorities for certification.
- e) All passenger elevator installation work to be performed during normal hours.
- f) All safety testing of elevators to be performed during normal hours of the trade.
- g) Price(s) include(s) cutting and patching of finished wall surfaces associated with any elevator work.
- h) All material associated with this project to be delivered to our lower level facilities and distributed to storage space within the building during normal hours of the trade. There is no loading dock at either location.
- i) Elevator Contractor to have uninterrupted use of the elevator while work is underway.
- j) City of Manchester will be responsible for removal or disposal of hazardous material.
- k) Elevator Contractor will not need to act in the capacity of a General Contractor. There will be some coordination by elevator contractor of trades by others such as fire alarm and or electrical for the sole purpose of testing and proper operation.
- l) Elevator Contractor will provide a twelve (12) month warranty on parts and workmanship.
- m) Costs for certification of elevator shop drawings by a registered professional engineer is not required. But to be included as part of submittal and closeout.
- n) Elevator contractor will furnish and install standard OSHA barricades for hoistway protection. Costs for any full- height barricades, screening, and temporary protection of interior finishes in addition to standard barricades by owner if required.
- o) Unless requested as a special condition, there are no costs to be included in this proposal for platform running time or temporary use of the elevator during the modernization. If temporary use is required, Elevator contractor can provide additional pricing for an elevator operator, maintenance, cleanup, and testing of the equipment during the temporary use period.

See Additional and Attached sections.

1100 Summary of Work
A105 Contract
G702 Pay Application

End of Document

Section 01100 Summary of Work

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
 - 7. Work under other contracts.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Elevator Modernization at the Rines Center and the Library, West Branch.

- 1. Project Location: Rines; 1528 Elm Street, Manchester, New Hampshire.
 - 2. Library, West Branch; 76 North Main Street, Manchester, New Hampshire

- B. Owner: City of Manchester, New Hampshire, 475 Valley Street, Manchester, New Hampshire 03103.

- 1. Owner's Representative: Eric Krueger.
- 2. Owner's Representatives duties include:
 - a. Administer construction contracts.
 - b. Establish and maintain coordination procedures.
 - c. Develop, implement, monitor and expedite procedures for submittals, change orders, information requests, progress payments and approvals.
 - d. Monitor compliance with labor standards outlined in the construction Contractor's contract.
 - e. Conduct periodic job site visits to review progress, discuss/resolve problems and coordinate work.
 - f. Maintain records and submit routine reports to the Owner.
 - g. Monitor Contractor's performance for adherence to contract procedures, schedules and technical requirements and provide written reports.
 - h. Advise the Owner on issues related to staging, planning and sequencing, handling/storage of materials, etc.
 - i. Provide cost control through progress payment review and verification according to the approved schedule and budget.
 - j. Provide claims control by documentation, prompt disposition, fact finding and

negotiation and assist the Owner in the resolution of any claims.

C. The Work consists of the following:

1. The Work includes:

- a. Site Safety and Elevator Modernizations.
- b. The following drawings

None

See Bid Specs

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract. AIA A105 Contract for Construction for a small project.

1.5 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors; (None planned in this area) so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

B. Separate Contract: The Owner reserves the right to perform construction operations at the site. Those operations may be conducted simultaneously with work under this Contract. No specific projects are planned at this time.

1.6 USE OF PREMISES

- A. General: Contractor shall have partial use of premises for construction operations, including use of Project area only, during construction period.
- B. Contractor is responsible for safety on the job site at all times. Contractor shall take the appropriate actions to assure the areas of construction are secured from the public. Contractor shall construct and/or install temporary fencing, signs and barricades as required to assure a safe and secure environment. Proper barricading of below work area is a requirement, to protect people and City property.
- C. Contractor shall provide equipment suitable for use intended.
- D. Contractor's staging/laydown areas are to be coordinated through the Program Manager. The area shall be cordoned off and will be shared between all contractors performing work at the site. The Contractor is responsible for obtaining any and all permits and satisfying all requirements for accessing the City streets from the site. Contractor shall coordinate with the local authorities. Contractor is responsible for repairing any damage to staging/laydown area. Contractor shall not place trailers, equipment, laydown, storage

facilities outside of project site after normal working hours.

- E. Site is an active public building. Work to be coordinated daily to not impact building operations.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Contractor shall not restrict the owner's access to the buildings. The buildings may be occupied by employees and guests.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, except otherwise as indicated. Saturday work can be arranged if required.
- B. Contractor shall maintain public street access at all times. Contractor shall provide flagmen as necessary to provide a safe and secure environment for the protection of all passersby anytime construction related vehicles move on, off or around the site. Not Required on this project.
- C. Contractor shall maintain work areas in an orderly condition and will be responsible for clean-up and removal of debris by contractor on a daily basis. If, in the opinion of the Program Manager or Owner, clean-up is not being performed satisfactorily, the Program Manager shall, after 24 hours of having notified the Contractor of the same, have the work performed by others and all charges incurred thereby deducted from the next progress payment of the Contractor.
- D. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas where work is directly being performed. Do not disturb portions of the site beyond the areas in which the Work is indicated.

PART- 2 – PRODUCTS (Not Applicable)

PART- 3 – EXECUTION (Not Applicable)

GENERAL CONDITIONS DEFINITIONS AND TERMS

Meaning of Terms. Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Act of God. Unusual, sudden and unexpected manifestation of the forces of nature, the effect of which could not have been prevented by reasonable human foresight, pains and care.

Advertisement. See Invitation for Bids.

Alteration Order (Alteration in Design). An order covering changes in the plans or quantities or both within the scope of the contract establishment the basis of payment and time adjustments for the work affected by the changes.

Award. The acceptance of a proposal by the Department.

Bidder. An individual, partnership, firm, corporation or any combination thereof, or joint venture, submitting a proposal.

Board. The Board of Mayor and Aldermen.

Calendar Day. A day shown on the calendar.

Cement. Unless otherwise designated, this term will refer to Portland Cement.

Change Order. See Alteration Order.

City. The City of Manchester, New Hampshire.

Commissioners. The Commissioners of the Department of Highways.

Complete in Place. All work indicated to be performed as part of the contract item except as may be otherwise specified under the Method of Measurement or Basis of Payment.

Conduit. Unless the connotation is to the contrary, a tube intended to carry electrical or other utilities.

Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including but not limited to the performance of the work and the basis of payment. The contract includes the invitation for bids, proposal, contract form and contract bond, specifications, supplemental notice to proceed, also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bond. The approved form of security in compliance with RSA 447:16 executed by the Contractor and his Surety or Sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

Contract Time. The time allowed for completion of the contract, including authorized time extensions. See 108.07.

Contractor. The individual, partnership, firm, corporation or any combination thereof, or joint venture, contracting with the Department for performance of prescribed work. Said person or persons shall be designated as the party of the second part to the contract.

Day. Unless designated as a working day or unless otherwise indicated, this term will mean a calendar day.

Department. The City of Manchester, New Hampshire, Department of Highways designated as the party of the first part to the contract.

Director. The Public Works Director from the City of Manchester. New Hampshire.

Engineer. The Chief Engineer of the Department, either acting directly or through any duly authorized representatives.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Expression; By or to the Engineer. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is hereby provided that any and all of the following words or any form of such words, unless clearly indicated otherwise, shall be understood to be followed by the words "by the Engineer" or "to the Engineer": Accepted, approved, authorized, condemned, considered or deemed necessary, contemplated, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, unsatisfactory.

Extra Work. Work not provided for in the contract as awarded but found by the Engineer or Owner to be essential to the satisfactory completion of the contract within its intended scope. Such extra work may be performed at bid prices, agreed prices (Supplementary Agreement), or on a force account basis. See 104.03.

Highway. A public way designated for purposes of vehicular travel or vehicular and pedestrian travel, including the entire area within the right-of-way.

Holidays. In the City of Manchester, legal holidays occur:

- January 1st (New Year's Day)
- The third Monday in February (President's Day)
- Civil Right's Day
- May (Memorial Day)
- July 4th (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- The first Tuesday in November (Election Day)
- November (Veteran's Day)
- Thanksgiving Day
- Christmas Day

Inspector. The Engineer's authorized representative assigned to make detailed inspections of contract performance.

Invitation for Bids. The advertisement for Proposals for Work on which bids are requested. Such advertisement will state the time and place of the opening of Proposals provide information regarding Plans, Specifications and Proposal forms. and give other data and instructions.

Item Numbers and Section Numbers. In these specifications, items are numbered to correspond to sections. Each item shall be constructed in accordance with the specifications contained in the corresponding section. The section numbers are intended for convenience of reference only and shall not be considered as having any bearing on the interpretation thereof. In case of discrepancy between what the numbers for the items would indicate and the item as written in words, the item written in words shall govern.

Laboratory. Any testing laboratory which may be designated or approved by the Engineer or Owner.

Materials. Any substances specified for use in the construction of the project and its appurtenances.

Plans. The contract drawings or reproductions thereof, which show the location, character, dimensions and details of the prescribed work, including all alterations thereof permissible under the contract and authorized by duly approved written orders.

Prime Contractor. The Contractor as defined above.

Project. The specific area of the work together with all appurtenances to be constructed under the contract.

Proposal. The offer of a Bidder on the proposal form, to perform the prescribed work at the prices quoted.

Proposal Form. The prescribed form on which the Department requires bids to be submitted.

Proposal Guaranty. The security furnished with a bid to guarantee that the Bidder will enter into the contract if his bid is accepted.

Right-of-Way. A general term denoting land, property or interest therein, usually in a strip acquired for or devoted to transportation purposes.

Subcontractor. An individual, partnership, firm, corporation or any combination thereof, or joint venture, to whom the Contractor sublets any part of the contract.

Subsidiary and Subsidiary Item. These terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices and the bid prices submitted by the Contractor, shall be sufficient to absorb the cost of all work designated as subsidiary or as subsidiary items.

Superintendent. The Contractor's authorized representative in responsible charge of the work.

Supplemental Specifications. Approved additions and revisions to the Standard Specifications.

Supplementary Agreement. A written agreement executed by the Contractor and the Department covering the performance of work not included in the original contract.

Surety. The corporation, partnership or individual other than the Contractor, executing a bond furnished by the Contractor.

Work. The furnishing of all labor, materials, equipment and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the contract.

Working Day. A calendar day during which construction operations could proceed for a major part of a shift; normally excludes Saturdays, Sundays and legal holidays recognized by the City.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit for approval.

END OF SECTION 01100

DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the blank day of June in the year Two Thousand Nineteen

BETWEEN the Owner:

[City of Manchester](#)
[Department of Public Works](#)
[475 Valley Street](#)
[Manchester, NH 03103](#)
[Telephone Number: 603-624-6444](#)

and the Contractor:

TBD
TBD
TBD

for the following Project:

Elevator Modernizations', [Manchester, NH](#)

The Owner and Contractor agree as follows.

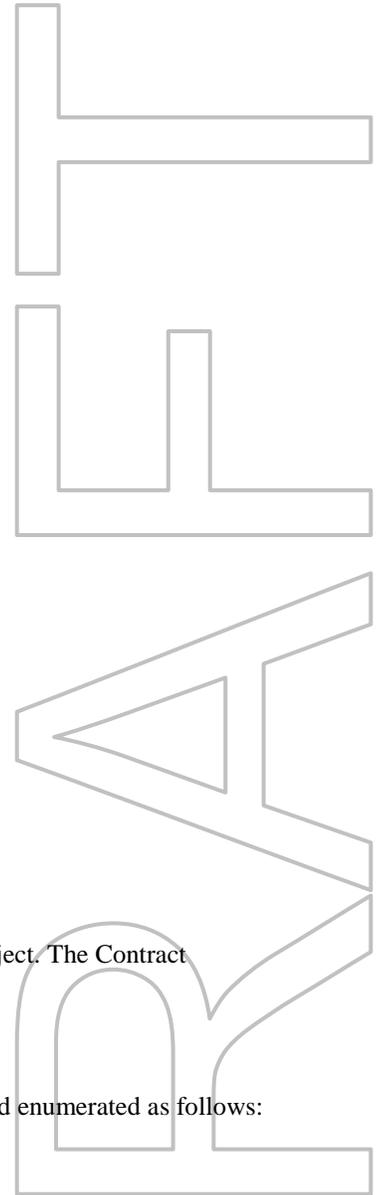
ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 This Agreement signed by the Owner and Contractor;
- .2 The drawings and specifications prepared by the Owner, dated 6-28-19, and enumerated as follows:

Drawings:

Number	Title	Date
None		

Specifications:

Section	Title	Pages
As detailed in the Bid Request	Typical Notes Sheet	1-8

- .3 addenda prepared by the Owner as follows:

Number	Date	Pages
none		

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and Owner acknowledges and agrees that upon notification of a change order request, Contractor shall respond no later than 7 days of notification in writing as to the effect of the change order price. Contractor and/or work schedule of said change order request, and shall provide full and completed detailed information to substantiate the effect.
- .5 other documents, if any, identified as follows: Exhibit A, Bid; Exhibit B Addendum; Exhibit C, Bid Bond; Exhibit D, Table of Contents; Exhibit E, Certificate of Insurance.
- .6 In absence of an Owner/Engineer, all references to such are assumed by the City of Manchester project representative.
- .7 If there are any discrepancies in the documents noted above, the owner will have sole discretion to choose which shall take precedence.

§ 1.2.1 All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the drawing or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract

§ 1.2.2 The Contractor and all Subcontractors shall refer to all of the Drawings, include those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to product the indicated results.

§ 1.2.3 Where codes, standard, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be the latest revision prior to the date of receiving bids, except where otherwise indicated. These standards are not furnished to bidders for the reason that the bidders are assumed to be familiar with their requirements. The Owner/Engineer will furnish, upon request, information for obtaining copies of the standards referred to

§ 1.2.4 Where no explicit quality standards for materials or workmanship are established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work and of the construction of the project generally.

§ 1.2.5 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed direction and instruction unless otherwise indicated in the Contract Documents.

§ 1.2.6 The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions, or by actual measurements at the job, in no case by scaling. Study and compare all the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his work, which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimension given thereon shall be made only after approval in writing from the Owner/Engineer.

§ 1.2.7 The Mechanical and Electrical Drawings, if supplied, are diagrammatic only and are not intended to show the exact physical location or configurations of work. Such work shall be installed to clear all obstruction, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets shall be obtained from the Owner/Engineer before the work is roughed in; work installed without such information from the Owner/Engineer shall be relocated at the Contractor's expense.

§ 1.2.8 The failure by the Contractor to discover any error, inconsistency or omission in the Contract Documents shall not relieve him of the obligation to properly execute and complete the work. The Contractor shall be responsible for verification of field dimensions and conditions and shall furnish such information when requested by the Director.

§ 1.2.9 All asbestos containing building materials affected by this project shall be properly handled and disposed of by the owner.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

Contractor can start on the project upon written permission from the owner. No work to start until a valid and current Certificate of insurance has been received by the owner.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

Completion by the following date: TBD shall be the date for Final completion of all physical work.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Based on bids received on **October 15, 2020** and as indicated on Exhibit A, the contract sum is \$ Dollars

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

TBD

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

Item	Price

§ 3.5 Unit prices, if any, are as follows:

Item	Units and Limitations	Price per Unit (\$0.00)
<u>None</u>		

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.1.1 Based upon Applications for payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the fifteenth day of each month ninety percent (90%) of the portion of the Contract Sum properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocated to materials and equipment suitable stored at the site or at some other location agreed upon in writing by the parties, up to the (10) days prior to the date on which the Application for payment is submitted, less the

aggregate of previous payments in each case. The period for the application shall be the 15th of the previous month to the 15th of the current month. Owner shall issue payment on or about the 15th of the following month, provided however, that the Contractor present a Contractor's Application for Payment to the Owner on or before the twenty fifth (5th) day of the month in which the Work is performed. If an Application for Payment is received by the Owner after the date fixed above, Payment shall be made by the Owner not later than 60 days after the Owner receives the Application for payment.

The Owner reserves the right to withhold payment if he does not feel substantial proof exists for certification of payment, without penalty. Until final payment, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of Progress Payments.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

0 (0%) per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Will be provided prior to work Commencement

In consideration of the utilization of Contractors services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

CONTRACTOR hereby agrees to protect, defend, indemnify and hold the City of Manchester and its employees, agents officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries including Injuries sustained by employees of the City, death or damages to property, including property of the City and without limitation by enumeration, all other claims or demands of every character occurring or in anyway incident to, in connection with or arising directly out Contractor's negligence or willful misconduct. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense of the CONTRACTOR.

CONTRACTOR agrees to maintain In full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and where applicable, in the aggregate combined single limit for bodily Injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B. Builders Risk Insurance which shall be written under an all risk policy, with the limits of insurance to equal 100% of the complete value of such addition(s), building(s), or structure(s).
- C. Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during such activity.
- D. When a Contract includes the installation of machinery and/or equipment into an existing structure, the above policy must include an endorsement covering same. This includes installation and transit.
- E. Automobile liability insurance for owned, no-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- F. Workers compensation insurance whether or not required by the NH Revised Statutes Annotated, 1955, as amended with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.

- G. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of and at the sole risk of Contractor.
- H. Insurance companies utilized must be admitted to do business in NH or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better, in the current edition of "Best's Key Rating Guide."
- I. CONTRACTOR agrees to furnish certificates of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the DEPARTMENT OF PUBLIC WORKS as an additional insured (does not apply to professional liability) and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 1 City Hall Plaza., Manchester, New Hampshire 03101 and the DEPARTMENT OF PUBLIC WORKS at least thirty (30) days in advance of such cancellation or change.
- J. The purchase of the insurance required or the furnishing of the aforesaid certificate, shall not be a satisfaction of CONTRACTOR'S liability hereunder or in anyway modify the CONTRACTOR'S indemnification responsibilities to the City of Manchester and the DEPARTMENT OF PUBLIC WORKS
- K. All subcontractors with respect to this agreement must comport to the same requirements and it will be the responsibility of the Contractor for compliance.

§ 5.2 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.3 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Owner's or Engineers Drawings, Specifications and Other Documents. [This section Deleted.](#)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor. The Owner has the right to complete the project after notifying the contractor in writing and deduct from project funds assigned to this project.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Owner's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Owner have made a timely and reasonable objection.

§ 8.3.3 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures, or indicated or imply that such are to be used on the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but that the actual determination of whether or not the described operations may be safely and suitable employed on the Work shall be responsibility of the Contractor, who shall notify the Owner/Engineer or Owner in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage or cost of correcting defective work arising from the employment of any construction means, method or techniques, sequences, or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Owner/Engineer or Owner in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has been instructed in writing to proceed at the Owner's risk.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner/Engineer or Owner may require the Contractor to produce reasonable evidence that the material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Engineer or Owner, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 8.5 Warranty

The Contractor warrants to the Owner and Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. Permit fees will be waived for this project.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents. The work shall not start until all submittals are reviewed and approved. This includes an approved schedule of values. All Submittals are due within 30 days before work on site commences.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

See article 5 for additional details. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 Section Deleted.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

10.1.1. In the allowance for overhead and profit combined, included in the total cost to the Owner, shall be base on the following schedule:

1. For the Contractor, for any Work performed by the Contractor's own forces, twelve percent (12%) of the cost.
2. For the Contractor, for Work performed by his Subcontractor, eight percent (8%) of the amount due the Subcontractor.
3. For each Subcontractor of Sub-subcontractor involved, for any Work performed by that Contractor's own forces, twelve percent (12%) of the cost.
4. For each Subcontractor, for Work performed by his Sub-subcontractors eight percent (8%) of the amount due the Sub-subcontractor.
5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will change involving over \$1,000.00 be approved without such itemization.
6. In planning his construction schedule within the agreed upon Contract time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to that of Work for the season(s) of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Owner and Engineer or Owner.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly and any costs presented to the owner within 7 days.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment per written acknowledgment by the Owner. The work may be suspended by the Owner if notified in writing and or by email.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§12.1.1 Until final payment, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of Progress Payments.

§ 12.2 Applications for Payment, See article 4

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay. The Owner may subsequently reduce the schedule of value if deemed necessary.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Owner/Engineer shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of

Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner or Engineer requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

15.4 When substitution of a material, system or method of construction is duly approved, but such substitution requires modifications in the Contract Documents, whether relative to that time or to related work, the cost of making the modification shall be borne by the Contractor.

15.5 If such substitution requires additional cost in the work of related trades, the Contractor shall bear the cost without penalizing the Owner in any way.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 30 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

The City reserves the right to extend this contract to include additional related services at other City of Manchester public facilities for up to three years after contract execution.

Contractor is required to meet the Manchester Fire Department Codes

This Agreement entered into as of the day and year first written above.

CITY OF MANCHESTER
(SEAL)

Department of Public Works Director

Kevin Sheppard, P.E.

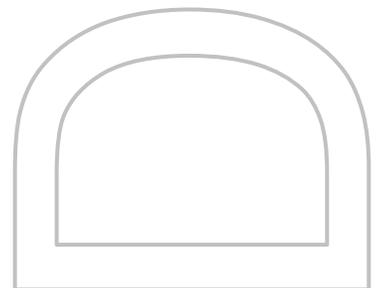
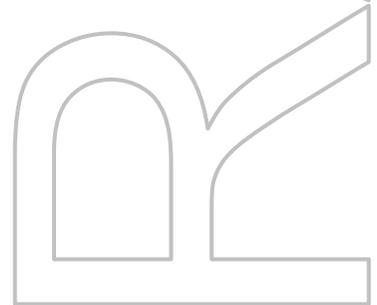
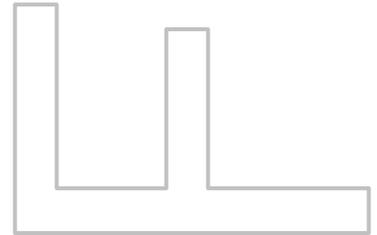
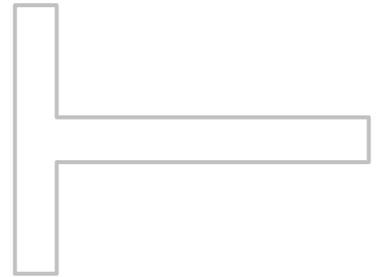
By Contractor) Inc.

Title: President

Date: _____

Name

Federal I.D. No.



DRAFT AIA[®] Document G702[™] - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT: SAMPLE PROJECT	APPLICATION NO: 001	Distribution to:
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: / /	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703: \$0.00)= \$0.00	
b. 0 % of Stored Material (Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____

By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00