

City of Portland



Public Buildings Division

Interior Renovations
Portland Public Schools
West Program
26 Portland
Street

March 12, 2014

Bid #

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Notice to Contractors

Interior Renovations For West Program At Portland Public Schools' Downtown Facility

Sealed bids will be received at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 P.M., Tuesday, April 15, 2014 at which time they will be publicly opened, for:

Project Name: Interior Renovations for West Program at Portland Public Schools' Downtown Facility - Bid # _____

Location: 26 Portland Street
Portland, Maine

Outline of Work: The work under this contract is to provide materials and labor for the therapy model educational program planned to occupy the ground floor of the PPS Downtown Facility, including selective demolition, cutting, patching, painting, HVAC, plumbing, electrical, sprinkler revisions, CMU walls, ceilings, walls, flooring, finishes, doors/frames, and related work. The work is a renovation of an existing building, no site work involved.

MANDATORY PRE-BID CONFERENCE

It is mandatory that all prospective bidders attend a pre-bid meeting that will be held at the site on Wednesday, April 2, 2014, at 10:00 A.M. Only those firms represented at this meeting may bid on the project.

In the event of inclement weather, please check the local media outlets, the City of Portland Purchasing website (www.portlandpurchasing.com) and/or call the City's Purchasing Office, 207-874-8654 regarding any postponement. If Portland Schools and/or City operations have been cancelled, any scheduled pre-bid meetings will be cancelled as well. NOTE: Every effort will be made to provide as much forewarning as possible regarding these decisions.

Copies of the above documents will be available at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101, upon payment in advance of \$100.00 for each set of plans and specifications or \$125.00 for each set of plans and specifications to be mailed. Each prospective bidder will be required to obtain from the City each copy of the proposal form and each set of plans; e-mail jrl@portlandmaine.gov, or phone (207) 874-8654, fax (207) 874-8652.

CITY OF PORTLAND, MAINE

CITY OF PORTLAND, MAINE

**INTERIOR RENOVATIONS FOR
WEST PROGRAM AT
PORTLAND PUBLIC SCHOOLS' DOWNTOWN FACILITY**

Notice to Bidders

Sealed bids for the above project, addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received **until 3:00 PM on Tuesday, April 15, 2014**, at which time they will be publicly opened.

MANDATORY PRE-BID MEETING

There will be a **mandatory pre-bid meeting on Wednesday, April 2, 2014 at 10:00am**. This meeting will commence at the site 26 Portland Street, Portland, Maine. Interested bidders shall meet a City Representative at the site. Only those firms represented at this meeting will be allowed to submit a bid on this project.

In the event of inclement weather, please check the local media outlets, the City of Portland Purchasing website (www.portlandpurchasing.com) and/or call the City's Purchasing Office, 207-874-8654 regarding any postponement. If Portland Schools and/or City operations have been cancelled, any scheduled pre-bid meetings will be cancelled as well. NOTE: Every effort will be made to provide as much forewarning as possible regarding these decisions.

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least four business days prior to the bid opening date (FAX 207-874-8652, or email mff@portlandmaine.gov). Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this project.

All bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late, faxed or bids submitted electronically will be rejected.

This bid will be awarded to the bidder that submits the lowest base bid amount.

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

The successful bidder shall supply the City with a Performance Bond and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All bonds shall comply with the requirements of Maine state law.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

The contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. The contractor affirms that the equipment, or work, shall be in full compliance with any and all applicable O.S.H.A., D.O.T., ANSI, Federal, State and/or municipal regulations. **Contractors will be responsible for acquiring all necessary permits (permit fees waived), licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.**

The contractor shall erect and maintain, at all times, any and all safeguards necessary for the protection of life and property of all pedestrian and vehicular traffic. Note that this project will require care by the contractor to limit the disruption with workers arriving and departing the building by vehicle or on foot. The contractor may be responsible to submit a traffic control plan with this in mind. No additional payment or costs will be made to the contractor for this work.

It is the custom of the City of Portland, Maine to pay its bills 30 days following delivery of items, their acceptance, and receipt of invoices for, all items covered by the Purchase Order(s). In submitting bids under these specifications bidders should take into account all discounts, both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's Sales and Use Tax and from all Federal Excise tax.

Equal Employment Opportunities. Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all

applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the bidder's qualifications, capability to perform, availability, past performance record and to verify that the bidder is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

March 12, 2014

Karen C. Marston
Assistant Purchasing Manager

PROPOSAL

Proposal of _____

Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: **Karen C. Marston, Assistant Purchasing Manager**
City Hall, Room 103
389 Congress Street
Portland, ME 04101

The undersigned having carefully examined the site of the work; the Plans; Standard Specifications, including all current amendments or revisions there of; the Supplemental Specification, Special Provisions; Contract Agreement and Contract Bonds, where applicable, contained herein for the **Interior Renovations for West Program at Portland Public Schools' Downtown Facility** on which proposals will be received until the time specified in this bid document; and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at lump sum price stated in the following Price Proposal Page submitted by the undersigned.

This Proposal may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

**PRICE
PROPOSAL**

The undersigned having examined the attached document do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the price stated in the following Proposal:

BASE BID

LUMP SUM PRICE: \$ _____

DEDUCT ALTERNATES (SEE SECTION 012300 – “ALTERNATES”):

ALTERNATE #1: \$ _____

ALTERNATE #2: \$ _____

ALTERNATE #3: \$ _____

ALTERNATE #4: \$ _____

ALTERNATE #5: \$ _____

ALTERNATE #6: \$ _____

DATE OF SUBSTANTIAL COMPLETION: _____

DATE OF FINAL COMPLETION: _____

WARRANTY OF LABOR: _____

WARRANTY OF MATERIALS: _____

The undersigned also agrees as follows:

FIRST: To do any extra work which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December, 2002.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" as mutually agreed and to prosecute said work in such a manner as to complete it in the time stated on this proposal.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.

Respectfully submitted this _____ day of _____, 20 _____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

Telephone Number _____ Fax Number _____

Social Security Number : _____

(Signatures for a Firm, Partnership or Corporation on next page.)

PROPOSAL (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Telephone Number _____ Fax Number _____

Social Security or Tax ID Number: _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____
(name) (title)

Business Address _____

Telephone Number _____ Fax Number _____

Tax ID Number : _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____

_____ SS

Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public - Signature and Seal

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
Corporation, which records are in my legal custody.

Officer having custody of the records

SS

Before me appeared, _____,
_____ of the _____ Corporation, and made
oath that the above statement is true.

Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:
(In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

Name and Address of Supplier

Products to be Supplied

1

2

3

4

5

6

Name and Address of
Contractor

Service or Trades to be
Supplied

Anticipated
\$ Amount

1

2

3

4

5

6

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

[SAMPLE]
AGREEMENT BETWEEN THE
CITY OF PORTLAND AND

(CONTRACTOR)

AGREEMENT entered into this _____ day of _____, 2013 by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and _____, located at _____ (hereinafter the "**CONTRACTOR**").

WITNESSETH

WHEREAS, the **CITY** did advertise by **Bid #____**, entitled **Interior Renovations for West Program at Portland Public Schools' Downtown Facility**, and

WHEREAS, the **CONTRACTOR** did, under date of **April 15, 2014**, submit a Bid for such work; and

WHEREAS, after due consideration of all the Proposals, the **CITY** did award the Bid to the **CONTRACTOR**;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the **Interior Renovations for West Program at Portland Public Schools' Downtown Facility** project in accordance with the specifications contained in the contract documents entitled Interior Renovations for West Program at Portland Public Schools' Downtown Facility, **Bid #____**, dated **April 15, 2014** (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the **CONTRACTOR's** Proposal, and any and all General and Detailed Provisions and Plans.
2. It is agreed that the amount(s) given on the Proposal Page in the **CONTRACTOR's** Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond and Contract Payment Surety Bond, and that the amount due under this Agreement so determined is _____ (\$_____) (hereinafter referred to

as the "Contract Price"). The **CITY** will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the **CONTRACTOR**.

3. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
4. The **CITY** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to **CONTRACTOR** pursuant to the terms of this Agreement.
5. Prior to the execution of this Agreement, **CONTRACTOR** shall procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit and aggregate for bodily injury, death, and property damage, naming the **CITY** as an additional insured thereon, and shall also procure Workers' Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.
6. Prior to the execution of this agreement, **CONTRACTOR** shall supply the City with a Performance Bond and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All bonds shall comply with the requirements of Maine state law.
7. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
8. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract and a "Notice to Commence Work" to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives said Notice and to complete the work in the time specified by the contractor on the Proposal Page; that date/time is: _____. The time set for such completion may be extended only by written consent of the Director of Public Buildings for City of Portland (hereinafter referred to as the "**DIRECTOR**").
9. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
10. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.

11. The **CONTRACTOR** shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
12. **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such services shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **DIRECTOR**.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and year first above written.

WITNESS

CITY OF PORTLAND

BY: _____
 Mark H. Rees
 Its City Manager

CONTRACTOR

By: _____

 (Print or type name)

Its _____

Approved as to Form:

Approved as to funds:

 Corporation Counsel's Office

 Budget Office

**Interior Renovations for
West Program at Portland Public Schools'
Downtown Facility
March 23, 2014**

Project Dates

1. Contract time for the Work scheduled at 26 Portland Street may commence upon award with substantial completion and occupancy permit by July 21, 2014, and final completion by August 1, 2014.
2. Contract time for the Work scheduled at City of Portland owned facilities will be subject to Owner's review and approval of Contractor's submitted schedule.
3. There will be a mandatory pre-bid walkthrough on Wednesday, April 2, 2014 and bids for the Work will be due no later than 3:00 EST, Tuesday, April 15, 2014.
4. Questions concerning the bid must be submitted in writing no later than 12:00 noon, Tuesday, April 8, 2014.

Additional Requirements

1. Contractor is responsible for complying with all OSHA regulations.
2. Contractor shall provide a Site Specific Safety and Health Plan (SSHP) prior to project construction.
3. All installation work shall comply with the current state and local codes and regulations.
4. After construction is complete, a total of three (3) copies of all documentation, and warranties shall be provided.
5. Three (3) complete copies of maintenance manuals shall be provided

SECTION 1 - GENERAL

1.1 DESCRIPTION

Briefly and without force and effect upon the contract documents, the work under this contract is to provide materials and labor for the therapy model educational program planned to occupy the ground floor of the PPS Downtown Facility, including selective demolition, cutting, patching, painting, HVAC, plumbing, electrical, sprinkler revisions, CMU walls, ceilings, walls, flooring, finishes, doors/hardware, and related work. The work is a renovation of an existing building, no site work involved.

1.2 SCOPE OF WORK

The scope of work includes providing all labor, material, tools, equipment, and supervision necessary to complete the following:

- A. Selective demolition of work area in preparation for construction.
- B. Construction of work area with all necessary cutting, patching, painting, HVAC, plumbing, electrical, sprinkler revisions, CMU walls, ceilings, walls, flooring, finishes, doors/hardware, and related work identified in plans and specs.

1.3 CONSTRUCTION DOCUMENTS SUBMITTALS

- A. Prior to starting the work, the Contractor must submit all required shop drawings showing layout, details of construction and identification of materials. Reference attached technical specifications for details and additional requirements.
- B. Submittal Schedule: Within (2) weeks of authorization to proceed, submit a submittal schedule to the design team indicating all action submittals required for the project; submittal schedule shall accommodate review durations indicated below or in the technical specifications, whichever is more lengthy.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineers receipt of submittal.
- D. Review: Allow 10 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals.
- E. Incomplete submittals will not be reviewed.
- F. Submittals not reviewed by the General Contractor prior to submission to the Engineer will not be reviewed. Include on the submittal statement or stamp of approval by Contractor,

representing that the Contractor has seen and examined the submittal and that all requirements listed in this Section and Division 1 have been complied with.

- G. Hardcopy Submittals: Submit three prints. Prints will be reviewed by the Engineer, and then the Architect when required. One marked print will be returned to Contractor for printing and distribution. Multiple copies will not be marked by the Engineer.
- H. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- I. Copies: Unless otherwise noted, submit (3) three copies of Action submittals for review by the Engineer. One copy will be returned. Provide Owner with a duplication of the returned copy.
- J. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the Owner prior to issuance of the manufacturer's warranty.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Limited storage area will be provided by Owner, where available. Supply temporary storage required for storage of equipment and materials for duration of Project. Utilize only areas designated by Owner's Representative for storage.
- B. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- C. Comply with the manufacturer's written instructions for proper materials storage.
 - 1. Store materials within temperature ranges complying with manufacturer's recommendations, in dry areas protected from water and direct sunlight. If exposed to temperatures lower or higher than this the installer must restore to this range before using.
 - 2. Store materials containing solvents or cements in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use all products before expiration of their shelf life.
- D. All materials must be stored on pallets, off the ground and tightly covered with waterproof materials.
- E. Any materials which are found to be damaged shall be removed and replaced at the installer's expense.
- F. Substitutions:

1. Substitution Requests: Within 2 weeks of notice to proceed, submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
2. Engineers/Owners Action: If necessary, Engineer and/or Owner will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

1.5 BUILDING OCCUPANCY AND USE OF PREMISE

- A. Owner will not occupy the ground floor of the premises during periods of construction, but will occupy the upper floors for the conduct of his normal operations. Contractor will cooperate with Owner to minimize conflict and to facilitate Owner's operations. Interior spaces and facilities may not be utilized unless Owner's permission is requested and granted.
- B. Predetermine and obtain approval, in advance from Owner, for vertical and horizontal transportation of labor and construction materials onto and out of the building.
- C. Before beginning work Contractor must secure approval from the Owner for the following.
 1. Access to the site.
 2. Areas permitted for storage of materials and debris.
 3. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

1.6 CONTRACTOR USE OF PREMISES

- A. Contractor will limit use of premises to allow for continuous, uninterrupted Owner occupancy and use. Dumpsters, scaffolds, ladders, staging or any other equipment will be only as permitted by the Owner's Representative.
- B. Coordinate use of premises under direction of Owner's Representative to include the use of off-street parking not far from work site, placement of owner supplied dumpster, and location of contractor's deliveries.
- C. Assume full responsibility for protection and safekeeping of products stored on-site under this Contract.
- D. Obtain and pay for use of secured additional storage or work areas needed for operations under this Contract which cannot be retained on site as agreed by owner.
- E. Maintain all exits from the building as fire exits. Should it be necessary, the Contractor will stop work during facility functions and allow use of all egresses from the building.
- F. Keep all drive lanes open at all times.

1.7 TEMPORARY UTILITIES, FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water and power for construction purposes will be made available at the site and will be made available to the Contractor. No lighting for construction purposes will be made available to the Contractor.
2. Contractor must provide all hoses, valves and connections for water from the source designated by the Owner when made available.
3. When available electrical power should be extended as required from the source designated by the Owner. Contractor must provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities:

1. Sanitary facilities will be made available at the job site.

C. Building Site:

1. The Contractor shall use reasonable care and responsibility to protect the building and site against damages. The Contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or functions of the building.

D. Security:

1. Obey the Owner's requirements for personnel identification, inspection and other security measures.

1.8 JOB SITE PROTECTION

- A. The Contractor shall adequately protect building, paved areas, service drives, lawns, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metals (properly secured) as necessary for protection and remove protection materials as work is completed. The Contractor shall repair or be responsible for costs to repair all property damaged during the work.
- B. During the Contractor's performance of the work, the building Owner will continue to occupy the existing building. The Contractor shall take all precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The Contractor shall provide labor and materials to construct, maintain and remove necessary, temporary enclosures to prevent dust or debris in the construction areas from entering the remainder of the building.
- C. Do not overload any portion of the building, by either use of or placement of equipment,

storage of debris, or storage of materials.

- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the work. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the work.

1.9 WORKING HOURS AND SCHEDULE

- A. Construct work in stages to accommodate Owner's use of premises during construction. Coordinate progress schedule and coordinate with Owner's Representative occupancy during construction. Contractor's daily work areas must be coordinated with and approved by the Owner's Representative, prior to any work commencing in that area. Submit work schedule to Owner's Representative. Normal working hours shall be between the hours of 7:00 a.m. and 7:00 p.m., seven days a week, except holidays.
- B. Construct work in stages to provide for continuous public usage. Do not close off public access to facility.
- C. Obtain approval from Owner prior to altering Work schedule.

1.10 CONSTRUCTION SCHEDULE

- A. The Contractor's Construction Schedule shall clearly identify the on-site crew foreman and the size of the crew to be utilized for each site. The crew size shall remain consistent and work shall be continuous throughout the project, from start-up to completion.
- B. The Owner's Representative shall review the Contractor's Construction Schedule prior to the start of any work. After defining the location(s) of the work progress, the Owner's Representative shall arrange to control occupancy in the facilities to the greatest extent possible. It shall be the responsibility of the Contractor to supply the Owner's Representative with written notice, 24 hours in advance, if his work location(s) for a workday is different from the schedule. The Contractor shall update his Construction Schedule weekly and submit a copy to the Owner's Representative for review.
- C. Schedule shall be updated on a bi-weekly basis; present the updated schedule at a biweekly project meeting with the project Owner.

1.11 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough survey of property and all affected areas of the building with Owner's

Representative prior to starting the work in each area to document existing damage and operational status of existing equipment. Items identified on this list will not be the responsibility of Contractor unless further damaged by Contractor during execution of Work.

1.12 CORRECTION OF DAMAGE TO PROPERTY

- A. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.

1.13 SAFETY

- A. The Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the Contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, students, customers and the occurrence of the general public on or near the site.

1.14 WORKMANSHIP

- A. The Contractors installing new systems and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of the highest quality and in strict accordance with the manufacturer's published specifications and to the building Owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.15 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the Contractor must strictly comply with the manufacturer's current specifications and details.
- B. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and an experienced superintendent on the job at all times work is in progress.
- C. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Owner. Any deviation from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the Owner's consideration.
- D. Owner may implement a quality assurance program including material testing and/or inspection by the Engineer; work found not in compliance with the project documents, submittals and specifications shall be corrected at no cost to the Owner.

1.16 PROJECT CONDITIONS

- A. The facilities will be occupied and in use during construction. Take any necessary precaution to create as little disturbance or disruption to the facilities and their occupants as possible during the work.
- B. Supply, install and maintain barriers, protection, warning lines, lighting and personnel required to segregate the work area(s) from pedestrian or vehicular traffic, as well as to prevent damage to the facilities, their occupants, and the surrounding landscaped and paved areas. All applicable O.S.H.A., City of Portland, State of Maine and Federal requirements shall be observed by the Contractor. In all instances the more stringent requirements will apply.
- C. Schedule and execute work without exposing the facilities interiors to the effects of inclement weather. Protect the facilities and their occupants against such risks, and repair/replace work-related damage to the Owner's satisfaction.
- D. Proceed with work only when weather conditions are in compliance with the manufacturer's recommendation limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirement and recommendations.
- E. Phased or temporary construction will not be permitted. Schedule, execute and coordinate work on a daily basis so that components are installed completely and permanently as specified.
- F. Supply shoring, supports and other items or materials necessary to brace existing work to remain or as required to install new work including arches and other assemblies. Support the structure, fixtures and facilities affected by the work.
- G. All work shall be performed in accordance with applicable Federal, State and local code requirements. In all instances the more stringent requirements will apply.
- H. All workmanship and materials shall be of the best construction practice. Specification requirements, which exceed the minimum requirements of the manufacturer, shall be complied with by the Contractor. In all instances the more stringent requirements will apply.
- I. Coordinate the work in this Section, including preparatory work, building protection, daily clean up and protection of building occupants.
- J. Supply labor, vacuums, tools and appliances necessary to keep the interior and exterior facilities and site areas below and around the area of work clean, with as little accumulation of dust and debris as possible on a daily basis.

1.17 EMERGENCY RESPONSE

- A. The Contractor shall provide the Owner with after-hours (24 hour), emergency cell phone numbers of the Contractor's Superintendent and Foreman.
- B. The Contractor must respond to emergency situations or calls within two (2) hours.

1.18 SCHEDULE OF VALUES

- A. Provide a line item breakdown of construction labor and materials costs.

1.19 PROGRESS MEETINGS

- A. Progress meetings may be scheduled as determined by the Owner and/or Owner's Representative not more than once weekly.

1.20 DIMENSIONS AND QUANTITIES

- A. Verify dimensions and quantities in the field prior to bid submission. The scope has been compiled from various sources and may not reflect the actual field conditions, sizes and/or quantities at the time of construction.
- B. The Contractor is solely responsible for means and methods of construction. Make necessary investigations (including sampling) and take necessary precautions to properly supply, fabricate, and install work.
- C. Unfamiliarity with existing project conditions will not be considered as a basis for additional compensation.
- D. In case of inconsistency between this document and product Manufacturers Specifications or within either document, the better quality and/or greater quantity of work shall be provided, as determined by the Owner's Representative.

1.21 MATERIAL SAFETY DATA SHEETS

- A. Material safety data sheets (MSDS) shall be submitted in complete sets for all products to be used prior to any work being performed.

1.22 WARRANTY

- A. General Warranty: The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.