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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION OCT17'18 12.63 DAS
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaitics, Brigadier General
The Adjutant General

Warren M. Perry, Col (Ret)
Deputy Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

CST Manchester Basement
Re: Design 2018-16

October 9, 2018

His Excellency Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1). The Adjutant General's Department respectfully requests approval to enter into a contract with Mark Carrier Construction, Inc. (vc #228422), 175 Lincoln Street, Suite 101, Manchester, New Hampshire 03103, in an amount not to exceed \$151,759.00, for the purpose of providing a workable space for the short term relocation of the Civil Support Team (CST) to the Manchester Readiness Center for the period of Governor and Council approval through December 31, 2018. **100% Federal Funds.**
- 2). Further authorize that a contingency in the amount of \$8,000.00 be approved for the fit-up to the Manchester Readiness Center for the Civil Support Team (CST), for unforeseen conditions and/or owner-initiated changes for the construction, bringing the total to \$159,759.00. **100% Federal Funds.**

Funds are available in the SFY 2019 operating budget as follows:

02-12-12-120010-22450000 – ADJUTANT GENERAL – Army Guard Facilities	
103-500736 – Contracts for Op Services – Contract Repairs; Bldg-Grounds	<u>FY 2019</u> \$ 151,759.00
103-500736 – Contingency	<u>\$ 8,000.00</u>
TOTAL	\$ 159,759.00

EXPLANATION

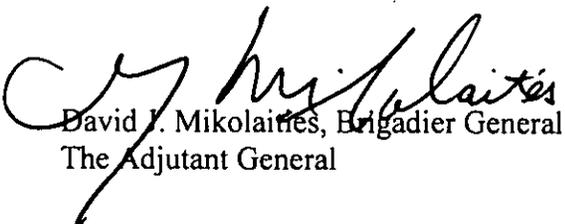
The basement of the Manchester Readiness Center was previously used by the Field Maintenance Shop (FMS), which has moved to Hooksett. The CST is in need of a temporary staging area while their building in Concord undergoes significant renovations. This Manchester CST fit-up is to renovate the old FMS space to fit the CST's requirements. It includes architectural, mechanical, electrical and security upgrades. The architectural and mechanical upgrades include removing partitions and the outdated Vehicle Exhaust System to allow the CST vehicles and trailers to fit in the space. The electrical upgrades will provide updated LED lighting and the required electrical supply for the CST vehicles to be in a constantly ready to respond status. The security upgrades required to store this equipment include interior fencing and gates to restrict access to authorized personnel only.

The chosen vendor was identified by placing a legal notice in the Union Leader on July 11, 12 and 13, 2018, and by distributing five (5) requests for bid, as well as advertising on the Administrative Services website. The Adjutant General's Department received two (2) bids with Mark Carrier Construction, Inc. submitting the qualified low bid.

The federal funds to pay for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for this Agreement in Federal Fiscal year 2019. Execution under this Agreement for future year activities is subject to the availability of federal funding. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,


David J. Mikolaitis, Brigadier General
The Adjutant General



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
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TDD Access: 1-800-735-2964

BID SUMMARY

Manchester Readiness Center, Civil Support Team (CST) Fit-Up
1059 Canal Street, Manchester, NH 03101

A Request for Bid was advertised in September of 2018 for these services in the Manchester Union Leader, as well as on the Administrative Services website.

Requests for Bids were also distributed via email to five (5) different vendors.

The following companies submitted bids:

Company	Bid	Add'l Allowance	Total
Mark Carrier Construction, Inc.	\$151,759.00	\$8,000.00	\$159,759.00
Meridian Construction Corporation	\$230,100.00	\$8,000.00	\$238,100.00

Mark Carrier Construction, Inc. submitted the qualified low bid.

Respectfully submitted,

Jeanette Patten
Procurement Technician

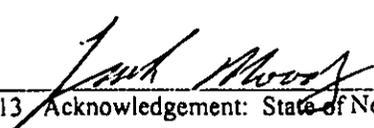
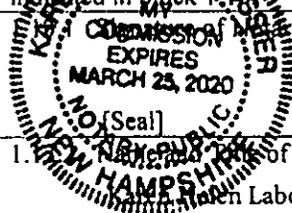
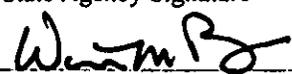
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Mark Carrier Construction, Inc.		1.4 Contractor Address 175 Lincoln Street, Suite 101, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 627-9506	1.6 Account Number 10-012-22145-103-500736	1.7 Completion Date December 31, 2018	1.8 Price Limitation NTE \$159,759.00
1.9 Contracting Officer for State Agency Warren M. Perry		1.10 State Agency Telephone Number (603) 227-5094	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Frank Moody, Project Manager	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On October 11, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to me that the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Notary Public or Justice of the Peace  Karen Helen Labossier			
1.14 State Agency Signature  Date: 10/4/18			
1.15 Name and Title of State Agency Signatory WARREN M. PERRY DTAG			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/16/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case ~~the Agreement shall become effective on the date the~~ Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, ~~civil rights and equal opportunity~~ laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT
EXHIBIT A – SERVICES

PROJECT NAME: Manchester CST Fit-Up

The Exhibit A – (“Services”) as stated in the contract (Form P-37) and related to the above referenced project, shall include all the information and requirements about the project that are derived from the project specifications, the authorized construction drawings/documents and clarification sketches as well as any addendums.

PROJECT OVERVIEW:

The NHARNG Civil Support Team (CST) requires a temporary staging area while their permanent building is expanded and upgraded. This project will make renovations and upgrades to the Manchester Readiness Center to provide this operational capacity. The work includes HVAC, lighting, electrical and security renovations to the vehicle storage areas.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Manchester CST Fit-Up

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$ \$159,759.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

The undersigned, having carefully examined the specifications for the referenced services, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Contract price:	\$ <u>151,759.00</u>
Allowance for unforeseen conditions And/or owner-initiated changes:	\$ <u>8,000.00</u>
Total contract price:	\$ <u>159,759.00</u>

Terms and Method of Payment

The Contractor shall submit invoices to the State on a monthly basis as the work is completed. The State shall pay such invoices within 30 days of receipt upon acceptance and approval by the Adjutant General's Department.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: CFMO Projects

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. The CFMO will assign project managers at the departments' sole discretion to act as the authorized representative.

2. **General Provisions** are amended as follows:

- a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a member of the National Guard or a federal employee of the National Guard."

- b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

- c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. **GOVERNING REGULATIONS:**

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)

NHNG Green Procurement Plan

Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS; Army Aviation Support Facility (AASF)

NHARNG Hazardous Waste Management Plan

GENERAL CONDITIONS

I. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Contract Agreement, General Conditions, and Supplementary General Conditions, Drawings and Specifications, including all Addenda issued prior to execution of the Contract; Bonds where required; insurance certificates; and subsequently thereto, Change Orders issued in accordance with the General Conditions.
- B. The Contract Documents shall be signed by the Department and the Contractor in as many original counterparts as may be mutually agreed. No Contract shall be considered as in effect until it has been fully executed by all of the parties thereto and the award concurred in by Governor and Council. If there is federal funding, it must also have the concurrence of the applicable Federal Agency having jurisdiction.
- C. This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Contract shall be construed according to the laws of the State of New Hampshire. No portion of this Contract shall be understood to waive the sovereign immunity of the State. This Contract shall not be amended, except as specified herein, except with the approval of the Governor and Council.
- D. The Contract Documents are complementary and anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required by all.
- E. Should the Contract Documents disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and or materials, unless specifically otherwise directed by written Addendum to the Contract.
- F. The Contractors and all subcontractors shall refer to all of the Contract Documents, including those not specifically showing the work of their specialized trades, and shall perform all work reasonably inferable from them as being necessary to produce the intended results.
- G. All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the work, except where a contrary result is clearly indicated by the Contract Documents.
- H. Where codes, standards, requirements, and publications of public and private bodies are referred to in the Contract Documents, such references shall be understood to be to the latest revision prior to the date of receiving Bids, except where otherwise indicated.
- I. Where no explicit quality or standards for materials or workmanship is 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 in general.
- J. All manufactured articles, materials, and equipment shall be applied, installed,

connected, erected, tested, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless specifically indicated otherwise in the Contract Documents.

- K. 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 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 that might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Department.
- L. The Mechanical, Fire Protection (sprinkler) and Electrical Drawings, when provided, are diagrammatic only, and are not intended to show the exact physical locations or configurations of work. Such work shall be installed to clear all obstructions, permit proper clearances by coordinating his work with other trades, and present an orderly appearance where exposed.

2. ACCESS TO THE WORK

- A. The Contractor shall provide for access to the work for inspection by the Department and government officials having jurisdiction. The Consultant, Engineer, and officials of Local, State, and Federal Agencies in the case of such programs as they administer and their authorized representatives shall have access at all times to the work for inspection wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

3. CONTRACT ADMINISTRATION

- A. The Department shall determine the amount, quality, and acceptability and fitness of all parts of the work, shall interpret the Contract Documents, and any Change Orders, and shall decide all other issues in connection with the work. The Department shall have the authority to approve or order changes in the work that alter the terms or conditions of the Contract. The Department shall confirm in writing any oral order, direction, requirements or determination.
- B. When a Federal Agency participates in the cost of the work covered by this Contract, the work shall be under the observation and inspection of the Department, but subject to the inspection and approval of the proper officials of the Federal Agency.

4. ACCIDENT PROTECTION

- A. It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health of safety as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health Regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to

supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

5. HAZARDOUS MATERIALS

- A. The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations, either within project limits or at material sites off the project. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.
- B. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the area and the Department notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the Department has given approval to continue the work in the area. The Contractor shall fully cooperate with the Department and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.
- C. Exposure to hazardous materials may result from contact with, but not necessarily limited to, such items as drums, barrels, and other containers, waste such as cars, batteries, and building construction debris. Containers leaking unknown chemicals or liquids, abandoned cars leaking petroleum products, batteries leaking acid, construction debris which may include asbestos, or any other source of suspected hazardous material found within excavation areas or stockpiled on land within construction limits shall be referred to the Department of Environmental Services and the Department so that a proper identification of the materials may be made and disposal procedures initiated as required.
- D. Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required disposing of these materials and any remedial work shall be performed under a Supplemental Agreement or Contract item, if included in the Contract.

6. SUBCONTRACTS

- A. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Department. The Divisions or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- B. The Contractor shall be as fully responsible to the Department for the acts and omissions of Subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.
- C. The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required.
- D. The Department will not normally undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the

General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Department may exercise over the Contractor under any provisions of the Contract Documents.

- F. Within fifteen (15) days after the award of the Contract, the Contractor shall submit a complete list of all of the Subcontractors setting forth in detail the work they will be responsible for. If a subcontractor is added during the construction process the Contractor will revise the list and resubmit to the Department.

7. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

- A. In case of any emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Department, as the situation may warrant. He shall notify the Department thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Department and the amount of compensation shall be determined by agreement.

8. SEPARATE CONTRACTS

- A. The Department may award other Contracts in connection with the Project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors.

9. MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If the Contractor or any of his/her Subcontractors or employee's causes loss or damage to any separate Contractor or Subcontractor on the work, the Contractor or Subcontractor agrees to settle with such separate Contractor or Subcontractor by agreement, if he/she will so settle. If such separate Contractor or Subcontractor sues the State because of any loss so sustained, the Department shall notify the Contractor and/or their subcontractors, who shall indemnify and hold harmless the Department against any expenses or judgment arising there from.

10. PAYMENTS TO CONTRACTOR

- A. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration.
- B. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance.
- C. Immediately upon receipt of the Department Approved Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in

- a location where Subcontractors and Suppliers have clear access.
- D. A five (5) percent retainage of the value of the work performed on each partial estimate will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.
 - E. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.
 - F. Retainage will be released at Final Payment.
 - i. After the Certificate of Substantial Completion has been issued, upon written application by the Contractor and with the approval of the Surety, the Department may release a portion of the retained amount.
 - G. Payment for Material On Hand:
 - i. Partial payments are made for materials to be incorporated in the Work, provided the materials meet the requirements of the Contract and are delivered on, or in the vicinity of, the Project site and stored in acceptable places. Partial payments will not exceed 90 percent of the Contract unit price for the item or the amount supported by copies of paid invoices, freight bills, or other supporting documents required by the Department. The quantity paid will not exceed the corresponding quantity estimate in the Contract. No partial payment will be made on living or perishable materials until incorporated in the Work.
 - ii. When material payments exceed \$100,000 or 10 percent (10%) of the total contract amount, whichever is less, notarized copies of paid invoices or copies of canceled checks for all such materials must be submitted to the Department within 45 days of the end date of the estimate on which the material allowance was paid. Failure to provide such documentation will result in the deduction of such material allowance from future estimates until documentation is provided.
 - iii. All material and work covered by partial payments made shall thereupon become the sole property of the Department, but this provision shall not be construed as relieving the Contractor of the sole responsibility of all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the State to require the fulfillment of all the terms of the Contract.
 - H. Payment for Material Not on Hand:
 - i. The Department will not pay for products and or materials that have not been delivered and stored properly on the construction site.
 - I. Release of Claims:
 - i. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver a complete release of all claims arising under and by virtue of this Contract, including claims for all Subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all Subcontractors and suppliers have been paid. The

Department, may pay any and all such claims, in whole or in part, and deduct the amount or amounts so paid from any partial or final payment.

J. Final Payment:

- i. Application for Final Payment received from the Contractor will be processed for payment not less than 60 days after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, amended by approved change orders, less previous payments minus liquidated damages, additional penalties or holdbacks. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

K. Acceptance of Final Payment Constitutes Release:

- i. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the Department for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

11. LIMITATION OF CONSTRUCTION OPERATIONS

- A. The normal working hours will be from 7:00 am until 3:30 pm M-F unless otherwise agreed in writing by the department.
- B. The contractor may be displaced at any time with no notice in the event of a military mission that takes priority over construction.
- C. In the State of New Hampshire, legal holidays occur on:
 - a. New Year's Day
 - b. Washington's Birthday
 - c. Memorial Day Fourth of July
 - d. Labor Day
 - e. Veterans' Day
 - f. Thanksgiving Day and Day After
 - g. Christmas Day
 - h. Whenever a holiday is observed on a Friday or a Monday. The Contractor shall be required to suspend work for three (3) calendar days.
 - i. No work shall be performed on Saturday, Sundays or legal holidays except in cases of emergency and upon permission of the Department.

12. CONTRACTOR'S TITLE TO MATERIALS

- A. No materials or supplies for the work shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payment. If any claim is made with respect to materials provided by the contractor, subcontractors, or Independent Contractors, the Contractor shall defend any such claim and shall pay any judgment or settlement thereon.

13. CHANGES IN WORK

- A. The Department may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and Completion Date of this Contract and within the general scope thereof.
- B. The order shall stipulate the mutual agreed upon lump sum price, which shall be added to or deducted from the Contract Price. The Contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- C. The compensation herein provided shall be accepted by the Contractor as payment in full, including superintendence, bond, overhead, and profit, for extra work performed on a force account basis. For all such work, the Contractor shall furnish certified copies of the payrolls on forms provided for that purpose, invoices of all materials, and such other information as may be required by the Department.

14. TAXES

- A. The Contractor shall pay all applicable Federal, State and Local sales and other taxes, except taxes and assessments on the real property comprising the site of the Project.

15. PATENTS

- A. The Contractor shall hold and save the Department and its officers, agents, servants, and employees harmless from liability of any nature including cost and expenses, for or on account of any patented or unpatented invention, process, article or applicable manufactured or used in the performance of the Contract, including its use, unless otherwise specifically stipulated in the Contract Documents.

16. ASSIGNMENTS

- A. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder, without the written consent of the Department and of all Sureties executing any Bonds on behalf of the Contractor if in connection with said Contract.

17. SUPERINTENDENCE BY CONTRACTOR

- A. The Contractor shall employ a competent Foreman or Superintendent, satisfactory to the Department, on the work site at all times to supervise the work in progress, with authority to act for him. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.
 - i. The superintendent shall be responsible for verifying that all materials, installation, coordination, and workmanship are in conformance with the contract documents.
 - ii. Unless the Department has granted prior written approval, the superintendent shall not, himself, engage in "hands on" construction work.
 - iii. In the event the superintendent fails or refuses to perform functions mentioned above as determined by the Department, the Contractor agrees to a stipulated penalty of up to \$500.00 per day, in addition to any liquidated damages provided hereunder.

18. FAILURE TO COMPLETE WORK ON TIME

- A. If the Contractor fails to complete all of the work or sections of the Project, if sections are indicated, within the time specified in the Contract or within any additional time allowed, for each working day the Liquidated Damages identified in Section C below will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidated damages for inconvenience to the Department and for reimbursing the Department the cost of the Administration of the Contract, including personnel, time, engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and its Surety shall be liable to the Department for such deficiency.
- B. If the Department permits the Contractor to continue and finish the work after the time fixed for its completion, it shall in no way operate as a waiver on the part of the Department of any of its rights under the Contract. When the final acceptance has been duly made by the Department, any liquidated damage charges shall end.
- C. The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>Original Contract Amount</u>		<u>Amount of Liquidated damages per day</u>
From more than:	to and including:	
0	25,000	\$200.00
25,000	50,000	\$300.00
50,000	100,000	\$400.00
100,000	500,000	\$500.00

19. SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- A. When the Department has determined the work to be substantially complete, he shall promptly notify the Contractor. Upon notification, the Contractor shall submit to the Department a list of items of work to be completed or corrected, accompanied by a cost value of these items. The Department will also provide a "punch List" of items to be completed based on their interpretation of the required finished product. The failure to include any items of such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Department which determines that the work is substantially complete, a certificate of Substantial Completion shall establish the Date of Substantial Completion and state the responsibilities of the Department and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.
- B. If the Contractor fails to proceed to complete the items on the "punch list," then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Department may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies so used.
- C. Upon written notice that the work is ready for final inspection and acceptance, the

Department shall promptly make such inspection, and when they find the work acceptable under the Contract Documents and the Contract fully performed, a Certificate of Final Payment will be issued. The Contractor shall provide all certificates and reports, as required, throughout the contract and shall coordinate their preparation and submission. Failure to submit such certificates and reports shall be considered default of contract.

20. TERMINATION OF CONTRACT WITH FAULT

A. If the Contractor:

- i. Fails to begin work under Contract within the time specified in the notice to proceed, or
- ii. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work, or
- iii. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- iv. Discontinues the prosecution of the work, or
- v. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or
- vi. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency, or
- vii. Fails to pay subcontractors and material/product suppliers, or
- viii. Makes an assignment for the benefit of creditors, or
- ix. For any other causes whatsoever, fails to carry on the work in an acceptable manner.

B. The Department will give notice, in writing, to the Contractor and his Surety for such delay, neglect, and default for any item identified above.

- i. If the Contractor or Surety does not proceed in accordance with the Notice, then the Department will, upon the Contractor's failure to comply with such Notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Department may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.
- ii. All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

21. TERMINATION OF CONTRACT WITHOUT FAULT

- ### A. Except in cases controlled by the preceding section, the Department, for any cause, including, but not limited to an order of any Federal authority or petition of the Contractor due to circumstances beyond his control may by written notice to the

Contractor and the Surety terminate the Contract or any portion thereof subject to the Condition(s) i, ii, iii and iv provided below.

- B. Notwithstanding anything to the contrary contained in these condition, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal Funds, and in no event shall the Department be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditures of State funds the Department may, by written notice to the Contractor and Surety, immediately terminate this Contract in whole or in part in accordance with the following conditions:
- i. When a Contract, or portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual items of work completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts: (1) a percentage of the Contract unit price, which percentage shall be the percentage of completion of the particular item at time of termination or (2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.
 - ii. Reimbursement for organization of the work and mobilization, when not otherwise included in the Contract, shall be made where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract; the intent being that an equitable settlement be made with the Contractor.
 - iii. Acceptable materials, obtained or ordered by the Contractor for the work, and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Contractor shall do everything possible to cancel unfilled orders.
 - iv. Termination of a Contract, or a portion thereof, shall not relieve the Contractor of his responsibilities for the work completed nor shall it relieve his Surety of its obligations for and concerning any claims arising out of the work performed.

22. ASSIGNMENT PROVISION

- A. The Contractor hereby agrees that it will assign to the Department all causes of action that it may acquire under the anti-trust laws of New Hampshire and the United States as a result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the Department under this Contract, if so requested by the Department.

END OF SECTION

PRICE AND PAYMENT PROCEDURES

1. REQUISITION FOR PAYMENT

- A. Submit two copies of each application on the AIA Application and Certificate for Payment G702 and Continuation sheet G703 or another document/form that has been previously approved by the Department.
- B. Content and Format: Items on the Requisition for Payment shall be consistent with the items on the Proposal Form. Utilize the Schedule of Values as documentation for payment items.
- C. Submit updated construction schedule with each Requisition for Payment.
- D. Payment Period: Submit at intervals stipulated in the General Conditions.
- E. Submit with transmittal letter to the attention of the project Architect/Engineer for review and approval.
- F. Substantiating Data: When the Department requires substantiating information, submit data justifying dollar amounts in question.

2. SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702 or approved equal. (See item 1.A above)
- B. Submit Schedule of Values within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- C. Format: Utilize Table of Contents of these specifications. Identify each line item with number and title of major specification section. Identify bonds, insurance, general conditions, allowances etc.
- D. Include a separate line item for closeout to include record drawings, owner's manuals and other pertinent information due to the Department.
- E. Include a separate line item for the amount of each Allowance and Alternates specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- F. Revise schedule to list approved Change Orders, with each Requisition or Payment.

3. UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern,
- C. Take measurements and compute quantities. Architect/Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment

- i. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit,
- E. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- F. Measurement of Quantities: Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- G. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- H. Measurement by Area: Measured by square dimension using mean length and width or radius.
- I. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
- J. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

4. CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Department will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time, or that may be necessary to carry out the work included in the Contract, by issuing Supplemental Instructions.
- C. The Department may issue a Proposal Request including a detailed description of proposed changes with supplementary or revised Drawings and specifications, with or without a change in Contract Time for executing the change. The Contractor will prepare and submit estimate within ten days.
- D. Contractor may propose changes by submitting a request for change(s) to the Department, describing proposed change and its full effect on the Work. Each request shall be a separate item and sequentially numbered. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by the Department. Submit the breakdown of the following items on a Department Change Order Form for review and approval by the Department:
 - i. The Contractor shall include the following indirect costs for work performed by the General Contractor as part of the Contractors' price:
 - a. Worker's Compensation and Employee Liability.
 - b. Unemployment and Social Security Taxes.

- ii. In addition to the above indirect costs the General Contractor shall be allowed the following markups:
 - a. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor.
 - b. Ten percent (10%) on that part of work performed by all Subcontractors.
 - iii. On any change that involves a net credit to the State, no allowance for overhead, supervision and profit shall be figured.
 - iv. Contractor shall provide back-up information for all change order pricing.
 - v. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Construction Change Directive: The Department may issue a directive instructing the Contractor to proceed with changes in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change. Failure to comply will result in Default of Contract.
- H. Time and Material Change Order: Submit itemized account and supporting data within 10 days of completion of change. The Department will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- i. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Execution of Change Orders: The Contractor is responsible for preparing and updating a spreadsheet log itemizing all Proposed Changes. A separate spreadsheet shall be completed for each Allowance Item. The spreadsheet shall include columns for Proposed Change Number, Description, Amount of Change, Status, and Approved Amounts. In addition a current balance remaining shall be included. Change Orders will be processed per the following procedures:
- i. The Department reviews cost for Change in Work. If needed the Department will request additional items, back-up information, and request any possible changes or clarifications.
 - ii. Contractor can proceed with Change Order Work with direction from the Department.
 - iii. Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
 - iv. Fully signed and executed Change Order is issued by the Department to the Consultant and Contractor.
- J. Correlation Of Contractor Submittals:
- i. Promptly revise Schedule of Values and Application for Payment forms to

record each authorized Change Order as separate line item and adjust Contract Sum/Price.

- ii. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- iii. Promptly enter changes in Project Record Documents.

5. DEFECT ASSESSMENT

- A. Any work or materials found to be defective or not in compliance with the plans and specifications in the determination of the Department shall be handled in the following manner.
- B. Replace the Work, or portions of the Work, not conforming to specified requirements.
- C. If, in the opinion of the Department, it is not practical to remove and replace the Work, the Department will direct appropriate remedy or adjust payment.
- D. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Department.
- E. Defective Work will be repaired to instructions of and acceptance by the Department and unit sum/price will be adjusted to new sum/price at discretion of the Department.
- F. Authority of the Department to assess defects and identify payment adjustments, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - i. Products wasted or disposed of in a manner that is not acceptable.
 - ii. Products determined as unacceptable before or after placement.
 - iii. Products not completely unloaded from transporting vehicle.
 - iv. Products placed beyond lines and levels of required Work.
 - v. Products remaining on hand after completion of the Work.
 - vi. Loading, hauling, and disposing of rejected products.

6. ALTERNATES

- A. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at the Department's discretion. Accepted Alternates will be identified in the Department - Contractor Agreement.
- B. Coordinate related work and modify surrounding work.

7. ALLOWANCES

- A. Allowances: If included in the Contract, a stipulated amount of funding for use only upon the Department's instruction. An allowance will make money available for modifications and/or additions to contract items due to owner initiated changes, unforeseen conditions, for unknown, latent or differing existing conditions, for testing of hazardous materials or for the removal of hazardous materials, asbestos, lead, mercury, sealant etc. that are encountered by construction
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from an Allowance. The cost of the bond for the amount of

Allowance shall be included as part of the lump sum base bid.

- C. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Department. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- D. Notwithstanding the Contractor's objection, the Department may at any time reduce the funds remaining in the Allowance by Change Order.
- E. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the Department.

8. TESTING AND INSPECTION

- A. Testing and Inspecting: Cost to engage testing and inspecting agency; execution of tests and inspecting; and reporting results are to be paid by the Contractor.
- B. Testing as required by plan and specification shall be performed by an independent certified testing agency that may not be a subsidiary or employee of the Contractor.
- C. Contractor shall make all testing information readily available to the Department for review before proceeding to the next phase of any such tested work.

END OF SECTION

ADMINISTRATIVE REQUIREMENTS

1. COORDINATION AND PROJECT CONDITIONS
 - A. Coordinate scheduling, submittals, and Work of various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

2. LAWS, PERMITS, AND REGULATIONS
 - A. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
 - B. The Contractor shall comply with all Federal, State and Local laws, ordinances, regulations, and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he shall promptly notify the Department in writing.
 - C. The Contractor will comply with the "Underground Utility Damage Prevention System" by notification to DIG-SAFE SYSTEM of intent to excavate near or around any underground utility installations in public ways. The Contractor shall call 1-800/225-4977 at least seventy-two (72) hours in advance of starting any excavation. Saturdays, Sundays and legal holidays are not included in the computation of the required seventy-two (72) hour notice. The Contractor will be responsible for locating all underground utilities and piping prior to the commencement of construction.

3. PROTECTION OF WORK AND PROPERTY
 - A. The Contractor shall, at all times, safely guard the Department's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights, and other facilities required for protection by State or Municipal laws, regulations, and local conditions must be provided and maintained.

4. USE OF PREMISES AND REMOVAL OF DEBRIS
 - A. The Contractor expressly undertakes at his own expense:
 - i. Take every precaution against injuries to persons or damage to property.
 - ii. Comply with the regulations governing the operations of premises that are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Department.
 - iii. Perform any work necessary to be performed after working hours or on

Sunday or legal holidays without additional expense to the Department, but only when authorized to do so by the Department.

- iv. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors.
- v. Place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- vi. Provide daily clean up and legal disposal of all refuse, rubbish, scrap materials and debris caused by the construction operation. At all times the project site shall present a neat, orderly, and workmanlike appearance.
- vii. Affect all cuttings, fitting or patching of his work required to make the same conform to the Plans and Specifications.
- viii. Before final payment, the contractor shall remove all surplus materials, false-work, temporary structures including foundations thereof, plant of any description, and debris of every nature resulting from his operations and put the site in a neat, orderly condition. The Contractor shall replace in kind, all walks and roadways damaged, and shall repair and reseed or re-sod all lawns.

5. ENGINEERING AND LAYOUT

- A. The Contractor shall provide competent Engineering services to execute the work in accordance with the Contract requirements. He shall verify the figures shown on the Drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- B. The Department has established, or will establish, such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall notify the Department.
- C. The Contractor shall protect and preserve all of the established bench marks and monuments and shall make no changes in locations without the written approval of the Department. Any of them that may be lost or destroyed, or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Department, be replaced and accurately located by the Contractor.
- D. Storage locations for materials, equipment and appliances; the location of construction trailers, sheds, temporary toilets, etc., and parking areas for construction workers at the job site shall be determined by the Department, the Contractor and the Consultant at a pre-construction conference.

6. STATE LABOR REQUIREMENTS

- A. Work Certificate for Contractors Before Beginning Their Work on Public Projects
 - i. Pursuant to RSA 21-I:80 and RSA 228:4-b, prior to any work being done by an individual contracts, such contractor, including ALL subcontractors and independent contractors, shall provide a Work Certificate for Contractors Before Beginning their Work on Public Projects (Work Certificate) to the Department. Samples for which can be obtained at

- <https://das.nh.gov/publicworks/PWdocuments.asp>
- ii. The Work Certificate of this Contractor is required to be provided for APPROVAL of the Contract. This Work Certificate shall be provided to Contractor during the Contract approval process by the Department. All required information shall be completed with attached documentation and shall be returned to the Department.
 - iii. Subcontractors, including main and lower tier, will not be allowed to perform work until their Work Certificates have been submitted to the Department via this Contractor.
 - iv. This Contractor shall maintain a log of all submitted subcontractor Work Certificates on-site either electronically or on paper. The log shall identify all main and lower-tier subcontractors and the status of the Work Certificate submission. This log shall be reviewed each Progress Meeting to coordinate scheduled work with required Work Certificate submissions. An up-dated log shall be submitted with each Payment Application.
- B. The Contractor shall obey all applicable State and Federal Labor laws.
 - C. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the Contract Administrator a list of all the names and addresses of the CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract. This list shall be provided at the Preconstruction meeting. The name and address of each subcontractor shall be provided on the Subcontractor/Employee Master List (below).
 - D. The Contractor shall maintain a Subcontractor/Employee Master List (Master List) of all personnel performing work on the job site, including the Contractor's employees, all subcontractors and subcontractor employees, and all independent contractors. Pursuant to RSA 21-I:81-b, the Master List shall identify which entity has hired each subcontractor and independent contractor and which entity is providing Workers Compensation coverage for the on-site personnel. The Master List shall also confirm that each employee has an OSHA-10 certification as required per RSA 227:5-a. Subcontractors and independent contractors will not be allowed to perform any work until they have been correctly identified on the Master List. A sample Master List document, created in Microsoft Word, can be obtained at <https://das.nh.gov/publicworks/PWdocuments.asp>. The initial Master List submission shall be at the Preconstruction meeting.
 - E. The Master List shall be posted on the jobsite and updated as needed to reflect any new subcontractors and independent contractors. The Master List shall be reviewed at each Progress Meeting. On a monthly basis, the Contractor shall provide to the Department a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.
 - F. The Contractor shall maintain a daily log-in sheet of all personnel performing work on the jobsite. Personnel shall list their name, name of employer or identify themselves as independent contractors. No contractor performing work on the job site shall be allowed on site without first signing the daily log-in sheet.
 - G. The Contractor shall verify that personnel listed on the daily log-in sheet are also listed on the Master List. If personnel are not listed on the Master List, they will not be allowed on site until their employer has certified, in writing, that the

employee is covered under Workers Compensation coverage for the appropriate work classification noted on the Work Certificate.

- H. The Contractor shall post four (4) mandatory labor posters in a conspicuous, weather-tight place at the jobsite: Protective Legislation Law; Criteria to Establish an Employee or Independent Contractor; NH Minimum Wage Law; and Whistleblowers Protection Act. These posters can be found at the NH Dept. of Labor website <https://www.nh.gov/labor/forms/mandatory-posters.htm>
- I. The Contractor shall maintain, on the jobsite, copies of OSHA-10 certificates for all personnel listed on the Master List and required per RSA 277:5-a to have OSHA-10 certificates.

7. PRECONSTRUCTION MEETING

- A. The Department will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance required (unless otherwise waived): Department Representatives, Architect/Engineer, Special Consultants, Contractor's Project Manager, Contractor's Superintendent, and major Subcontractors.
- C. Potential Agenda Topics:
 - i. Designation of personnel representing parties in Contract.
 - ii. The Contractor shall submit Work Certificates as defined in this section for the contractor and all know subcontractors.
 - iii. Submission of Work Certificate Log.
 - iv. Submission of names and addresses of the Contractor's CEO, CFO, other LLC principals, and each subcontractor. The name and address of each subcontractor shall be reported on the Master List.
 - v. Submission of Master List of subcontractors and all personnel expected to be on site.
 - vi. Review daily log in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List
 - vii. Review file of OSHA10 certificates for all on-site personnel required to be certified per RSA 277:5a
 - viii. Verify that four (4) mandatory labor posters are posted in a conspicuous weather tight place.
 - ix. Submission of list of products, schedule of values, and construction schedule.
 - x. Use of premises by the Department and Contractor.
 - xi. Department's requirements and partial occupancy.
 - xii. Construction facilities and controls provided by the Department.
 - xiii. Temporary utilities provided by the Department.
 - xiv. Survey and building layout.
 - xv. Security and housekeeping procedures.
 - xvi. Schedules.
 - xvii. Traffic Control Plan.
 - xviii. Safety Plan
 - xix. Application for payment procedures.
 - xx. Procedures for testing.
 - xxi. Procedures for maintaining record documents.

- xxii. Requirements for start-up of equipment.
 - xxiii. Inspection and acceptance of equipment put into service during construction period.
- D. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.
8. PROGRESS MEETINGS
- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
 - B. Attendance required (unless otherwise waived): Department Representative(s), Architect/Engineer, Special Consultants, Contractor's project Manager, Contractor's Superintendent, and major Subcontractors.
 - C. Potential Agenda Topics:
 - i. Review minutes of previous meetings.
 - ii. Review of Work progress.
 - iii. Field observations, problems, and decisions.
 - iv. Identification of problems impeding planned progress.
 - v. Review of submittals schedule and status of submittals.
 - vi. Review work certificate log.
 - vii. Review Master List of Subcontractors and on site personnel.
 - viii. Review daily log-in sheets. Contractor shall verify that all personnel on log-in sheets are on Master List and all OSHA -10 certificates required per RSA 277:5a are on file.
 - ix. Review of off-site fabrication and delivery schedules
 - x. Corrective measures to regain projected schedules
 - xi. Planned progress during succeeding work period.
 - xii. Safety Plan update.
 - xiii. Coordination of projected progress.
 - xiv. Maintenance of quality and work standards.
 - xv. Effect of proposed changes on progress schedule and coordination.
 - xvi. Other business relating to the Work.
 - D. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.
9. PRE-INSTALLTION MEETINGS
- A. This shall be performed prior to beginning work on each definable feature of work; after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This meeting shall include:
 - i. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Sub-Contractors at this meeting. These copies shall be maintained in the field and available for use by the Department until final acceptance of the work.
 - ii. A review of the contract drawings.

- iii. A check to assure that all materials and/or equipment have been tested, submitted, and approved. Review of provisions that have been made to provide required control inspection and testing.
 - iv. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
 - v. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
 - vi. Reviews of the appropriate safety procedures to assure safety requirements are met.
 - vii. Discussion of procedures for controlling quality of the work including repetitive deficiencies. (Document construction tolerances and workmanship standards for that feature of work.)
 - viii. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Department.
 - ix. Resolve all differences.
 - x. The Department shall be notified at least 48 hours in advance of beginning this meeting. This meeting shall be conducted by the Contractors Quality Control Manager and attended by the Department representative, superintendent, other Quality Control personnel (as applicable), and the foreman responsible for the definable feature to include all Sub-Contractor supervision. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.
- B. The Contractor shall record minutes and distribute copies within two days after the meeting to participants, with one copy to each person in attendance and one to those affected by the decisions.

10. INITIAL MEETING

- A. This shall be accomplished at the beginning of a definable feature of work.
 - i. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
 - ii. Verify adequacy of controls to ensure full contract compliance.
 - iii. Verify required control inspection and testing.
 - iv. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
 - v. Resolve all differences.
 - vi. Check safety to include compliance with and upgrading of the safety plan.
 - vii. The Department shall be notified at least 72 hours in advance of beginning the initial work.
 - viii. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

1. SUBMITTAL PROCEDURES

- A. Submittals shall be made for all materials to be used in construction of the project for review and acceptance of the Department PRIOR to installation of said materials.
- B. The word "Submittals" shall include all products and materials that will become part of the finished product whether or not they are specified in the construction documents. This shall also include any shop drawings that need to be approved for any kind of layout of installation. (i.e.: Rebar, steel fabrication, etc...)
- C. Shop drawings will be reviewed for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents.
- D. Contractor to indicate any special utility and/or electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances on shop drawings as applicable.
- E. Transmit each submittal electronically via e-mail with a cover sheet and all pertinent information for review to the Department and the Department's Consultant simultaneously. Schedule submittals to expedite the Project.
- F. Sequentially number transmittal forms and separate items logically. Mark revised submittals with original number and sequential alphabetic suffix.
- G. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Incomplete items or items submitted without the Contractor's signed stamp of approval thereon will be returned rejected.
- I. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Department and Contractor.
- J. The Department and the Department's Consultant will review submittals and coordinate return of same to the Contractor.
- K. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- L. Allow space on submittals for Contractor and Architect or Engineer review stamps.
- M. When revised for resubmission, identify changes made since previous submission.
- N. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

- O. Work shall not begin until submittal items have been approved and returned to General Contractor by the Department.
- P. Contractor shall keep a binder on site of all approved submittals for review by the Department and their consultants at any time during construction.

2. CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule at Preconstruction Meeting.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of revised schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

3. SAMPLES

- A. Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as specified in individual specification sections or as noted on plans:
 - i. Submit to the Department for aesthetic, color, or finish selection.
 - ii. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for the Department and Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices, Coordinate sample submittals for interfacing work.
- D. Include identification on each sample with full Project information.
- E. Submit number of samples specified in individual specification sections; the Department will retain one sample and Architect or Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

4. TEST REPORTS

- A. Submit for Department and Architect and Engineer's knowledge as required per plans or individual specification sections.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

5. CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor, to the Department in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Department.

6. MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Department in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.

7. CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of Work.
- B. Contractor will **NOT** take any photographs of military personnel or equipment.
- C. Contractor will **NOT** use any project photographs for any reason other than stated in this section without prior written consent of the Department.
- D. Each month submit photographs with Application for Payment.
- E. Photographs: Submit digital images on compact discs.
- F. In addition to progress photos, contractor is to take four site photographs from differing directions and four interior photographs of each building area indicating relative progress of the work, five days maximum, prior to submitting.
- G. Take photographs as evidence of existing project conditions.
- H. Identify each image, identify name of Project, orientation of view, date and time of view.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

1. TEMPORARY ELECTRICITY
 - A. The Department will allow contractor to use building electricity at no cost via existing building receptacles. Contractor to exercise measures to conserve energy.
 - B. Contractor to provide all flexible power cords as required for portable construction tools and equipment.
 - C. Contractor shall not use any NHNG power tools or equipment during construction.

2. TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES
 - A. Permanent building lighting may be utilized during construction.
 - B. Contractor to provide and maintain any additional lighting required for construction operations.

3. TEMPORARY HEATING
 - A. Existing building heating system may be used during construction. Exercise measures to conserve energy.
 - B. Provide and pay for any temporary heating devices and cost of heat as needed to maintain specified conditions for construction operations.
 - C. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place,
 - D. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in product sections.

4. TEMPORARY COOLING
 - A. Existing building cooling system may be used during construction. Exercise measures to conserve energy.
 - B. Provide and pay for temporary cooling devices and cost of cooling as needed to maintain specified conditions for construction operations. Enclose building prior to activating temporary cooling.
 - C. Prior to operation of permanent equipment for temporary cooling purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed pans.
 - D. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.

5. TEMPORARY VENTILATION
 - A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
 - B. Provide temporary fan units as required to maintain clean air for construction operations.

6. TELEPHONE SERVICE
 - A. Contractor to provide 24 hour emergency call list that will reach a supervisor with decision making authorization.
 - B. Contractor to provide the phone number and email address that may be used to reach the on-site project supervisor during regular business hours.

7. WATER SERVICE
 - A. The Department will allow the contractor incidental water use from the existing system at no cost. Exercise measures to conserve energy.

8. TEMPORARY SANITARY FACILITIES
 - A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

9. FIELD OFFICES AND SHEDS
 - A. Do not use existing facilities for field offices or for storage.
 - B. Provide Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors. Maintain during progress of Work; remove at completion of Work.
 - C. Storage Areas And Sheds: Size to storage requirements fill products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products.
 - D. Maintenance and Cleaning: Maintain approach walks free of mud, water, and snow.
 - E. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.
 - F. Location of any temporary storage or field offices shall be coordinated with the NHNG through the project manager to allow for continued use and maintenance of the facility.

10. VEHICULAR ACCESS
 - A. Contractor shall only have required construction vehicles in the military vehicle area (MOV). All contractors and subcontractors personal vehicles shall be parked outside the MOV.
 - B. Provide unimpeded access for emergency vehicles. Maintain 20 feet (6 m) wide driveways with turning space between and around combustible materials.
 - C. Provide and maintain access to fire hydrants and control valves free of obstructions.

11. PROGRESS CLEANING AND WASTE REMOVAL
 - A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
 - B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
 - C. Broom and vacuum clean interior areas prior to start of surface finishing, and

- continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
 - E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

12. ENCLOSURES AND FENCING

A. Exterior Enclosures:

- i. Provide temporary [insulated] weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons, provide access doors with self-closing hardware and locks.

B. Interior Enclosures:

- i. Provide temporary partitions and ceilings as indicated on Drawings to separate work areas from Department occupied areas, to prevent penetration of dust and moisture into Department occupied areas, and to prevent damage to existing materials and equipment.
- ii. Construction: Framing with reinforced polyethylene and plywood sheet materials with closed joints and scaled edges at intersections with existing surfaces.

13. BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas that allow for the Department's use of the site and facility, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

14. SECURITY

A. Security Program:

- i. Protect new Work and existing premises from theft, vandalism, and unauthorized entry.

B. Entry Control.

- i. Restrict entrance of persons and vehicles into Project site and existing facilities.
- ii. Allow entrance only to authorized persons with proper identification.
- iii. Maintain log of workers and visitors, make available to Department on request.

C. Personnel Identification

- i. Maintain list of accredited persons, submit copy to Department on request.
- ii. A driver's license or other acceptable positive identification will be required.

15. DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. After completion of work, clean all interior work surfaces.

16. POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

17. RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

18. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

END OF SECTION

PRODUCT REQUIREMENTS

1. **PRODUCTS**
 - A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
 - B. All materials and equipment shall be new, except as specifically permitted by Contract Documents.
 - C. Furnish interchangeable components from same manufacturer for components being replaced.
 - D. The use of asbestos containing materials shall be prohibited.
2. **PRODUCT DELIVERY REQUIREMENTS**
 - A. Transport and handle products in accordance with manufacturer's instructions.
 - B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
 - C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
3. **PRODUCT STORAGE AND HANDLING REQUIREMENTS**
 - A. Store and protect products in accordance with manufacturers' instructions.
 - B. Store with seals and labels intact and legible. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
 - C. For exterior storage of fabricated products, place on sloped supports above ground.
 - D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection, only with prior approval from the Department.
 - E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
 - F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
 - G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
4. **PRODUCT OPTIONS**
 - A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
 - B. Products Specified by Naming One or More Manufacturers with or without provision for substitutions: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed. Submit request for substitution for any manufacturer not named in accordance with the following article.

5. PRODUCT SUBSTITUTION PROCEDURES

- A. Where Bidding Documents stipulate particular Products, substitution requests will ONLY be considered before receipt of Bids. Submit requests per the requirements specified in this section.
 - i. All requests shall be submitted to the Department not later than five (5) business days before the hour and day set for bid opening. Incomplete requests or requests received after this deadline will not be considered.
 - ii. All requests that are approved and are acceptable to the Department will be issued as part of an Addendum to each Bidder who has received a set of bidding documents, so that all Bidders may avail themselves of the change in submitting their Proposals.
- B. Substitutions may be considered after bid opening when a product becomes unavailable through no fault of the Contractor. The Contractor shall apply to the Department, in writing, within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make. The Contractor shall include a dated written statement from the manufacturer outlining an explanation for the unavailability of the product. Substitutions for reasons of lead times, i.e., the time between when the Contractor orders necessary materials from the vendor and anticipated delivery, will only be reviewed if the lead time is more than the length of the contract time. The Department may extend the contract time to accommodate the product specified. No additional costs from the Contractor will be considered due to the fact that the Contractor shall verify lead times and coordinate with contract time during the bidding phase.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - i. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - ii. Will provide same warranty for Substitution as for specified product.
 - iii. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the State.
 - iv. Waives claims for additional costs or time extension which may subsequently become apparent.
 - v. Will reimburse Department and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

- i. Submit request for Substitution via email for consideration by the Department. Limit each request to one proposed Substitution.
- ii. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalent. Burden of proof is on proposer.
- iii. The Department will notify Bidders in writing of decision to accept by issuing an addendum.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

1. CLOSEOUT PROCEDURES

- A. Submit a signed Substantial Completion Application attesting that the Contract Documents have been reviewed, Work has been inspected, and that all Work is complete in accordance with Contract Documents and ready for the Department review.
- B. Only after completion of all Punch List items and submission of all items the Contractor shall submit a Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

2. FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned. Clean new light fixtures free from dust, dirt and finger prints.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, roof drains, downspouts, and drainage systems.
- F. Clean site, sweep paved areas, rake landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3. STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify the Department seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Execute start-up under supervision of applicable manufacturer's representative and Contractors' personnel in accordance with manufacturer's instructions.

- H. Submit a written report stating that the equipment or system has been properly installed and is functioning correctly.
4. DEMONSTRATION AND INSTRUCTIONS
- A. Demonstrate operation and maintenance of products and equipment to Department personnel prior to date of Substantial Completion at mutually agreed time.
 - B. For equipment or systems requiring seasonal operation, schedule and perform demonstration for other season within six months with department personnel.
 - C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with the Department personnel in detail to explain all aspects of operation and maintenance.
 - D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
 - E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
 - F. Required instruction time for each item of equipment and system is specified in individual sections.
5. TESTING, ADJUSTING AND BALANCING
- A. Contractor will appoint and employ services of independent firm to perform testing, adjusting and balancing of systems and equipment.
 - B. Independent firm will perform services specified.
 - C. Reports will be submitted by independent firm to the Department indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.
6. PROTECTING INSTALLED CONSTRUCTION
- A. Protect installed Work and provide special protection where specified in individual specification sections.
 - B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
 - C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
 - D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
 - E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
 - F. Prohibit traffic from landscaped areas.
7. PROJECT RECORD DOCUMENTS
- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - i. Drawings.
 - ii. Specifications.
 - iii. Addenda.

- iv. Change Orders and other modifications to the Contract.
 - v. Reviewed Shop Drawings, Product Data, approved submittals and Samples.
 - vi. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure data is complete and accurate, enabling future reference by the Department.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress, not less than weekly.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - i. Manufacturer's name and product model and number.
 - ii. Product substitutions or alternates utilized.
 - iii. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - i. Measured depths of foundations in relation to finish floor datum.
 - ii. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - iii. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - iv. Field changes of dimension and detail.
 - v. Details not on original Contract drawings.
 - vi. Contractor to provide record drawings in AutoCad or Revit format compatible with current Department software as well as in PDF format.
 - vii. Contractor to supply three (3) full size paper sets of record drawings to Department.
 - G. Submit documents to the Department prior to final payment and release of retainage.
8. OPERATION AND MAINTENANCE DATA
- A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers. (2 complete copies of all materials required.)
 - B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
 - C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
 - D. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - i. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineers), Contractor, Subcontractors, and major equipment suppliers.
 - ii. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers.
Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.

- d. Operating instructions.
- e. Maintenance instructions equipment and systems.
- f. Maintenance instructions for special finishes, including recommended cleaning methods, materials and schedules, and special precautions identifying detrimental agents.
- iii. Part 3: Project documents and certificates, including the following as required:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals and Photocopies of warranties and bonds.

9. MANUAL FOR MATERIALS AND FINISHES

- A. Submit one copy of preliminary draft or proposed formats and outlines of contents before start of Work. The Department will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by the Department, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes prior to Substantial Completion. Draft copy be reviewed and returned with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form prior to final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

10. MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Contract Administrator will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by the Department, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy shall be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form prior to final inspection.

- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed and/or by label machine.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include stall-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01400.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

11. SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by State; obtain receipt prior to final payment.

12. PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after Substantial Completion. All warranties start dates shall be the Substantial Completion Date, if project is phased all warranties to start at the date of Substantial Completion of each phase.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:

- i. For equipment or component parts of equipment put into service during construction with State's permission, submit documents within ten days after acceptance.
- ii. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- iii. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date or acceptance as beginning or warranty or bond period.

13. CLEAN AIR CERTIFICATION

- A. The Contractor shall employ the services of a Certified Industrial Hygienist using a laboratory accredited by the American Industrial Hygiene Association to comply with RSA 10-B, ENV-A 2200 Clean Air in State Buildings Rules (New Hampshire Air Program Rules).
- B. Certification or properly collected and analyzed data that demonstrates compliance with said standards will be made by the Department of Environmental Services, Bureau of Environmental and Occupational Health, Radon Indoor Air Quality Program, 29 Hazen Drive, Concord, NH 03302-0095, telephone 603/271-3911) upon receipt of data submitted by the Certified Industrial Hygienist.
- C. In accordance with Env-A 2200 & Env-A 2205 Standards, the following must be addressed:
 - i. Ventilation.
 - ii. Noise.
 - iii. Radon.
 - iv. Carbon Dioxide.
 - v. Asbestos.
 - vi. Formaldehyde.
 - vii. Carbon Monoxide
- D. The Contractor shall furnish the Clean Air Certification to the Department prior to project Substantial Completion and before building occupancy.

14. MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections during warranty period.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of the Department.

15. GUARANTEE OF WORK

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Substantial Completion of the work.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract shall, promptly upon receipt of notice from the Department and at his own expense:
 - i. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.
 - ii. Make good all damage to the building or site, or equipment or contents thereof; which in the opinion of the Department is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
 - iii. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Department and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Department may have the defects corrected and the Contractor and his/her Surety shall be liable for all expense incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the term of this paragraph during the first year of the life of such special guarantee.
- F. Failure to adhere to guarantee terms may result in suspension or barring from the prequalification list, or, alternatively, the requirement of a Letter of Credit or other guaranty equal to a percentage of the Contract amount.

END OF SECTION

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1. PLAN REQUIREMENTS

- A. Construction Waste Management Plan shall be developed with the following intent:**
 - i. Divert construction, demolition, and land clearing debris from landfill disposal.
 - ii. Redirect recyclable material back to manufacturing process.
- B. Develop and implement a Construction Waste Management plan to be reviewed by the Department for compliance with the following**
 - i. Divert 75 % of Project generated waste from landfills.
 - ii. Contractor to submit proposed alternate plan to the department for approval if the 75% goal is not feasible for the proposed project.

2. SUBMITTALS

- A. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:**
 - i. Project specific analysis of the projected jobsite waste to be generated. Include materials and estimated quantities (weight/volume) of projected waste.
 - ii. Construction waste materials anticipated for recycling and adaptive reuse.
 - iii. On site sorting and site storage methods.
 - iv. Name and location of landfills to be used.
 - v. Certification from the landfill of ability to receive the types of waste to be generated and of sufficient capacity to accept the waste.
 - vi. Transportation Company hauling construction waste to waste processing facilities.
 - vii. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
- B. Waste Management Interval Report: Submit documentation with each application for payment substantiating that the construction waste management plan goals are being achieved. Include the following information:**
 - i. Material category
 - ii. Trash: Quantity by weight deposited in landfills.
 - iii. Salvaged, recovered and recycled material: Quantity by weight with destination for each type of material salvaged or recovered for resale, recycling, or adaptive reuse.
- C. Waste Management Final Report: Prior to Completion, submit a written Waste Management Final report summarizing the types and quantities of materials**

recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities. Include the following:

- i. Material category.
- ii. Total quantity of waste, by weight.
- iii. Quantity of waste salvaged, both estimated and actual, by weight.
- iv. Quantity of waste recycled, both estimated and actual, by weight.
- v. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste. (Compare to minimum requirement of 75% by weight of waste.)

3. CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Landfill Diversion: Minimum 75 percent by weight of construction waste materials for duration of Project through resale; recycling, or adaptive reuse.
- B. Implement construction waste management plan at start of construction.
- C. Review construction waste management plan at pre-construction meeting and progress meetings.
- D. Distribute the Construction Waste Management Plan to subcontractors and others affected by Plan Requirements.
- E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- F. The Contractor shall designate on-site personnel responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.

4. CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center,
- D. Materials recommended for recycling include:
 - i. Packing materials including paper, cardboard, foam plastic, and sheeting,
 - ii. Recyclable plastics,
 - iii. Organic plant debris,
 - iv. Earth materials,
 - v. Native stone and granular fill,
 - vi. Concrete and Asphalt paving,
 - vii. Wood with and without embedded nails and staples,
 - viii. Glass, clear and colored types,
 - ix. Metals,
 - x. Gypsum products,
 - xi. Acoustical ceiling tile,

- xii. Carpeting,
- xiii. Equipment oil.

5. CONSTRUCTION WASTE ADAPTIVE RE-USE

- A. Arrange with processing facility for salvage of construction material and processing for reuse. Do not reuse construction materials on site except as identified in the Contract Documents.
- B. Materials recommended for adaptive reuse include:
 - i. Concrete and crushed concrete,
 - ii. Masonry units,
 - iii. Lumber suitable for re-sawing or refinishing,
 - iv. Casework and millwork,
 - v. Doors and door frames,
 - vi. Windows,
 - vii. Window glass and insulating glass units,
 - viii. Hardware,
 - ix. Acoustical ceiling tile,
 - x. Equipment and appliances,
 - xi. Fluorescent light fixtures and lamps.

6. CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in containers identified for specific waste materials and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or run off to prevent polluting air, water, and soil when not in use.
- E. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Location shall be acceptable to the Department.

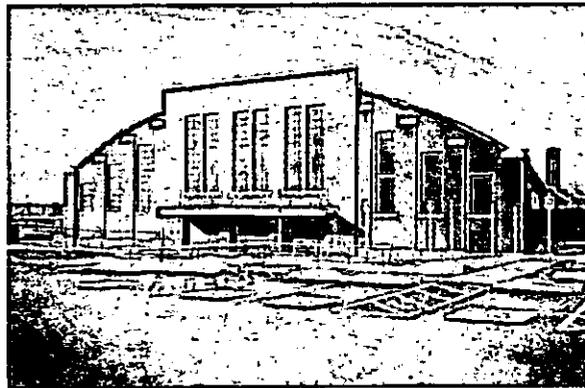
7. CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste, not capable of being recycled or adaptively reused, by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

NEW HAMPSHIRE ARMY NATIONAL GUARD MANCHESTER CST FIT-UP

1059 CANAL STREET
MANCHESTER, NEW HAMPSHIRE 03101
TTG PROJECT NUMBER: 4754



ISSUED FOR BID & CONSTRUCTION
08/24/2018

PROJECT NUMBER: 4754

DRAWING LIST

SHEET NUMBER	DRAWING TITLE
ARCHITECTURAL	
AS1	SPECIFICATIONS
DL1	GROUND FLOOR DEMOLITION PLAN
DL2	GROUND FLOOR REFLECTED CEILING DEMOLITION PLAN
AL1	GROUND FLOOR PLAN
AF1	FIRST FLOOR PLAN
AF3	GROUND FLOOR REFLECTED CEILING PLAN
AS1	SCHEDULES & DETAILS
AS1	EXTERIOR ELEVATION & TYPICAL WALL SECTION
AS1	SECTIONS & DETAILS
ELECTRICAL	
ES1	ELECTRICAL LEGEND
EL0	ELECTRICAL GROUND FLOOR PLAN EX. COND. & DEMO SCHEDULING
EL1	ELECTRICAL GROUND FLOOR NEW WORK - LIGHTING
EL2	ELECTRICAL GROUND FLOOR PARTIAL PLAN EX. COND. & NEW WORK POWER
EL3	ELECTRICAL FIRST FLOOR PARTIAL PLAN EX. COND. & NEW WORK POWER
ES0	ELECTRICAL SCHEDULE SHEET
ES0	ELECTRICAL SCHEDULE SHEET
ES0	ELECTRICAL SPECIFICATIONS

COVER SHEET COVER

LOCUS MAP 1



LOCUS MAP 2



DESIGNED AND ENGINEERED BY:



THE H.L. TURNER GROUP, Inc.
ARCHITECTS • ENGINEERS
MANUFACTURING SPECIALISTS • BUILDING SPECIALISTS
BY LICENSE NUMBER
MANCHESTER, NEW HAMPSHIRE 03104
7000 LOCUS 1100 / FARMINGTON, NH
www.turner-group.com
MEMBER OF TURNER GROUP OF
CORPORATIONS

STRUCTURAL ENGINEERING THE H.L. TURNER GROUP, INC. 7000 LOCUS 1100 FARMINGTON, NH 03104
ARCHITECTURAL THE H.L. TURNER GROUP, INC. 7000 LOCUS 1100 FARMINGTON, NH 03104
ELECTRICAL ENGINEERING AND ENGINEERS 1475.943.8888

BUILDING DESIGN CRITERIA:

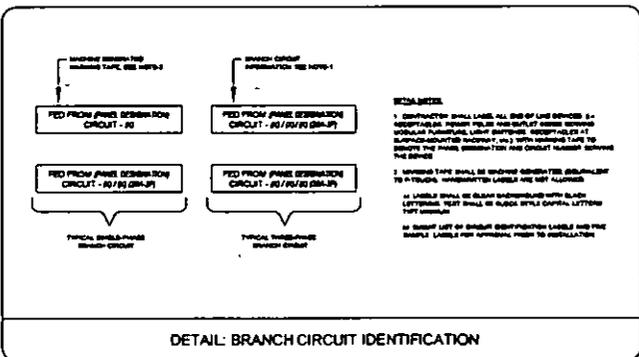
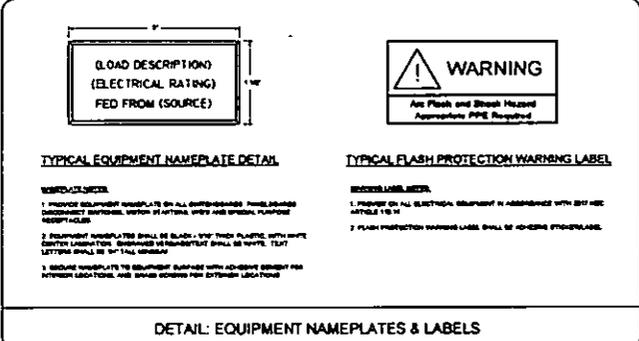
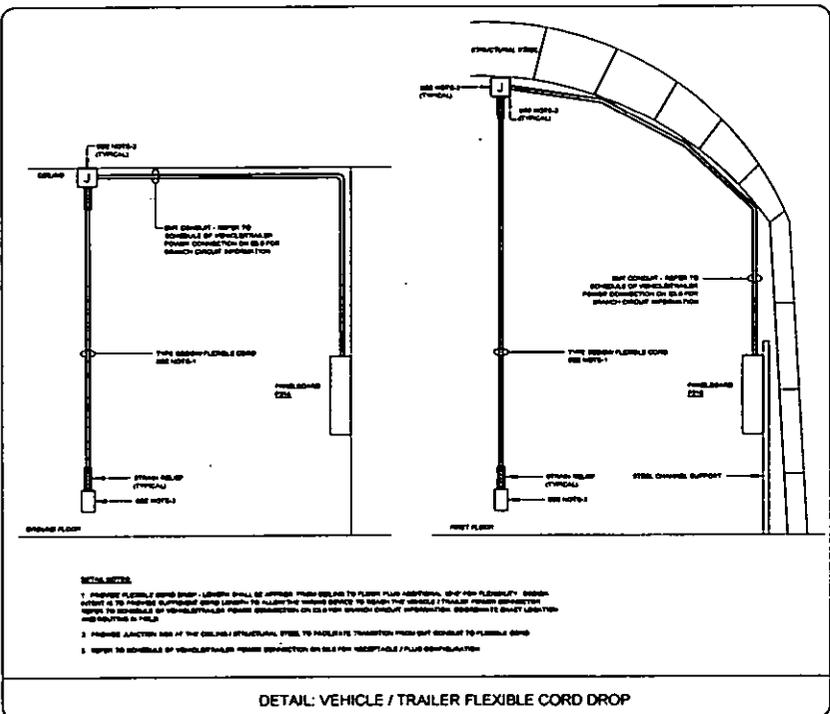
CONSTRUCTED BY:

ARCHITECT OF RECORD:

RICHARD D. PROCTOR
H.L. TURNER GROUP, INC.

8/24/2018 10:28:48 AM

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 10" = 1'-0"



TURNER GROUP

The H.L. Turner Group Inc.
 27 Lewis Rd.
 Concord, New Hampshire 03301
 603.225.1132
 hturner.com

We are an Equal Opportunity Employer. Minorities and women are encouraged to apply. All offers of employment are subject to background checks and drug testing. The information on this sheet is for informational purposes only. It is not intended to constitute an offer of employment. All offers of employment are subject to background checks and drug testing.

AVID CHEEZEERS

A Division of Turner Group
 27 Lewis Rd.
 Concord, New Hampshire 03301
 603.225.1132
 hturner.com

NEW HAMPSHIRE
NEW HAMPSHIRE ARMY NATIONAL GUARD
MANCHESTER CBT FT-UP

1000 CAROL ST. MANCHESTER, NEW HAMPSHIRE, 03101

ISSUED FOR BIDDING & CONSTRUCTION BIDDING

Plan No.	REV	DATE
Sheet	01	
Book	01	
Project	01	
Contract	01	
Revision	01	
Drawn	01	
Checked	01	
Approved	01	

ELECTRICAL
DETAIL SHEET

E4.0

ELEC. DETAIL SHEET

A B C D E F

State of New Hampshire

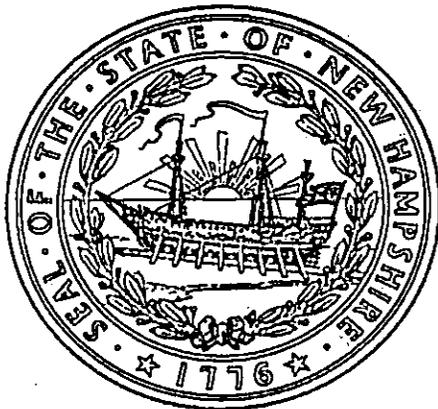
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARK CARRIER CONSTRUCTION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 29, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 273261

Certificate Number : 0004077595



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

I, Karen Labossier, hereby certify that I am duly elected
(Name)

Clerk/Secretary of Mark Carrier Construction, Inc.. I hereby certify the
(Name of Corporation or LLC)

Following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders,

Duly called and held on October 2, 2018 at which a quorum of the Directors/
Shareholders were present and voting.

VOTED: That Frank Moody, Project Manager (may list more than one person)
(Name and Title)

Is/are duly authorized to enter into contracts or agreements on behalf of

Mark Carrier Construction, Inc. with the State of New Hampshire and
(Name of Corporation or LLC)

Any of its agencies or departments and further is authorized to execute any

Documents which may in his/her judgment be desirable or necessary to

Effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
Force and effect as of the date of the contract to which this certificate is attached. I further
Certify that it is understood that the State of New Hampshire will rely on this certificate as
evidence that the person(s) listed above currently occupy the position(s) indicated and that they
have full authority to bind the corporation. To the extent that there are any limits on the
authority of any listed individual to bind the corporation in contracts with the State of New
Hampshire, all such limitations are expressly stated herein.

DATED: 10/2/18

ATTEST: Karen Labossier

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based
on Final Contract Amount

Bond No. PB02742200010

**AIA Document A312
Performance Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
**MARK CARRIER CONSTRUCTION, INC.
DBA MCCI
175 LINCOLN STREET, SUITE 101
MANCHESTER, NH 03103**

SURETY (Name and Principle Place of Business):
**PHILADELPHIA INDEMNITY INSURANCE COMPANY
ONE BALA PLAZA, SUITE 100
BALA CYNWYD, PA 19004**

OWNER (Name and Address):
**STATE OF NEW HAMPSHIRE, THE ADJUTANT GENERAL'S DEPARTMENT
4 PEMBROKE ROAD
CONCORD, NH 03301**

CONSTRUCTION CONTRACT
Date: **October 2nd, 2018**
Amount: **ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY NINE AND 00/100 DOLLARS
\$159,759.00**
Description (Name and Location):
1059 Canal Street, Manchester, NH - Civil Support Team Fit Up (Manchester Readiness Center)

BOND
Date (No earlier than Construction Contract Date): **October 2nd, 2018**
Amount: **ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY NINE AND 00/100 DOLLARS
\$159,759.00**

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
**MARK CARRIER CONSTRUCTION, INC.
DBA MCCI**

SURETY
COMPANY: (Corporate Seal)
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Signature:
Name and Title: **Diane Carrier, Treasurer**

Signature:
Name and Title: **NICKI RUNCI, ATTORNEY-IN-FACT**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address, and Telephone
AGENT OR BROKER:
**FIAI INC. DBA CROSS INSURANCE-MANCHESTER
1100 ELM STREET
MANCHESTER, NH 03103**

OWNER'S REPRESENTATIVE (Architect,
or Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the

Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based
on Final Contract Amount

Bond No. PB02742200010

**AIA Document A312
Payment Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
**MARK CARRIER CONSTRUCTION, INC.
DBA MCCI
175 LINCOLN STREET, SUITE 101
MANCHESTER, NH 03103**

SURETY (Name and Principle Place of Business):
**PHILADELPHIA INDEMNITY INSURANCE COMPANY
ONE BALA PLAZA, SUITE 100
BALA CYNWYD, PA 19004**

OWNER (Name and Address):
**STATE OF NEW HAMPSHIRE, THE ADJUTANT GENERAL'S DEPARTMENT
4 PEMBROKE ROAD
CONCORD, NH 03301**

CONSTRUCTION CONTRACT
Date: **October 2nd, 2018**
Amount: **ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY NINE AND 00/100 DOLLARS
\$159,759.00**
Description (Name and Location):
1059 Canal Street, Manchester, NH - Civil Support Team Fit Up (Manchester Readiness Center)

BOND
Date (No earlier than Construction Contract Date): **October 2nd, 2018**
Amount: **ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY NINE AND 00/100 DOLLARS
\$159,759.00**

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
**MARK CARRIER CONSTRUCTION, INC.
DBA MCCI**

SURETY
COMPANY: (Corporate Seal)
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Signature:
Name and Title: **Diane Carrier, Treasurer**
(Any additional signatures appear on page 6)

Signature:
Name and Title: **NICKI RUNC, ATTORNEY-IN-FACT**

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
**FIAI INC. DBA CROSS INSURANCE-MANCHESTER
1100 ELM STREET
MANCHESTER, NH 03103**

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim,

stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by

Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractors or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title: , Attorney-in-Fact

Address:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint James Harrison; Dorothy J. Warshaw; Chris Sharpe; Beatrice Lachance; Elizabeth A. Morrisette; Jeffrey J. Schroeder; Tara C. Dean; Lisa Nolan; Nicki Runci OF THE CITY OF MANCHESTER, STATE OF NEW HAMPSHIRE, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

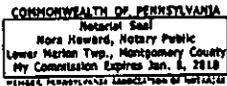
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of October, 2018.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Jeanette Patten Log Out

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: mark* carrier* construction* inc.*

*Debarment
Mark Carrier
Const*

Your search for "mark* carrier* construction* inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Mark Carrier Construction, Inc.	Status: Active <input type="checkbox"/>
DUNS: 137688871	CAGE Code: 86927	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 09/13/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.18.20180820-1228
www2

Su do ku

© Puzzles by Pappocom

5	8						1	4
		7	3		4	9		
	2						8	
3			5		2			8
	9						4	
7			1		9			6
	3						7	
		1	9		8	2		
2	6						3	9

Fill in the puzzle so that every row, every column and every 3x3 grid contains the digits 1 through 9. That means that no number is repeated in any row, column or grid. Shown at right is the answer to yesterday's puzzle.

3	4	2	6	1	9	7	5	8
1	5	7	2	8	3	9	6	4
8	6	9	7	4	5	3	1	2
4	7	1	8	3	2	5	9	6
9	8	5	4	6	1	2	7	3
6	2	3	5	9	7	4	8	1
5	3	8	1	7	4	6	2	9
2	1	4	9	5	6	8	3	7
7	9	6	3	2	8	1	4	5

WONDERWORD

HOW TO PLAY: All the words listed horizontally, vertically, diagonally and letter of the word and strike it off.

PARKING TICKETS

Y S E L B U O
S T I M I L U
C I E T R C E
I C G F E O E
F K A I A M F
F E R L R S I
A R A B R U C
R S G P P E O
T I M R E P T
T A D D R I V
R S A W O L L
U P T N A I R D
O E E W K L A
C E S N E P X
D D H A N D I

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Bike, Block, Bus Stop, Cos
Driveway, Dumpster, Expens
Garage, Handicap, Hefty, Insp
License, Lift, Limits, Motor, Nar
Rear, Rent, Reserve, Restrict
Sign, Speed, Stickers, Time
Yesterday's Answer: Deadlines

Cryp

The cryptoquip is a simple substitute stands for another. If you think the puzzle. Single letters, short words give you clues to locating vowels. Sol

H I Q P C D F O O

W V P P V I Z D N H D

M I G H O O H S K P

M E G G H D O H

Yesterday's Cryptoqu
WHICH IS FULL OF PEOP
MOUTH INSTRUMENT SA

Today's Cryptoqu

Br

Steve

Assume you're declarer with the South hand at three notrump and West leads a spade. You can count eight sure

Legal Notice

PUBLIC NOTICE Request for Bids

The State of New Hampshire, Adjutant General's Department is soliciting bids for Manchester CST (Civil

Going Online?

See more public notices at
www.unionleader.com

Support Team) (Up-Fit) Manchester Readiness Center, 1059 Canal Street, Manchester, NH 03101. A bid package, and specifications may be obtained at the NH Adjutant General's Department, Jeannette Patten at (603) 227-5094 or Jeannette.Patten@nh.gov. Written or electronic proposals must be submitted to the Adjutant General's Department no later than 2:00 p.m. on Thursday, September 20, 2018. (UL Sept. 11-12-13)

LEGAL PROBATE NOTICE

THE STATE OF NEW HAMPSHIRE

9th Circuit, Probate Division, Nashua, 8/24/2018 thru 9/6/2018.

APPOINTMENT OF FIDUCIARIES

Notice is hereby given that the following fiduciaries have been duly appointed by the Judge of Probate for Hillsborough County. All persons having claims against these decedents are requested to exhibit them for adjustment and all indebted to make payment.

NUMBERS LISTED ARE COURT DOCKET NUMBERS

ANDERSON, Patricia L., late of Litchfield, NH, Louis H. Anderson, 76 Bixby Drive, Litchfield, NH 03052, #316-2018-ET-01680.

BAXTER, James D., late of Manchester, NH, Lynn H. Baxter, 163 Knowlton

ADMINISTRATIVE SERVICES

Bureau of Purchase and Property

[|HOME PAGE|](#) [How to Become a Vendor|](#) [Contract List|](#)
[|Current Bids and Proposals|](#) [How to Contact Us|](#) [Vendor Resource Center|](#)

NH.Gov

- Administrative Services
- Commissioner
- Budget Office
- FDM
- Cost Containment
- Accounting Services
- Human Resources
- General Services
- Telecommunications
- Graphic Services
- Planning/Management
- Public Works
- Purchase & Property
 - * State Contracts
 - * Current Bids & Proposals
- Risk Management
- NH Recovery
- Energy Management
- NH FIRST Employee Self Service
- Lean NH
- Real Property Asset Management
- Deferred Compensation Plan
- Recycling Program
- Workers Compensation

Bids & Proposals Details

Request # Bid 2019-04

Description NH Adjutant Generals Department
Manchester Civil Support Team Fit Up
Manchester Readiness Center

Comments

Status Contact

Closing Date 9/20/2018

Closing Time 2:00pm

Posted Date 9/10/2018

Request Type

Contract

Requisition Number

Category

Agency ADJUTANT GENERAL DEPT

Multiple Agencies

Division Bureau Of Purchase & Property

Contact [Jeanette Patten](#)

Addendums Referenced [Addendum 1](#)
[Addendum 2](#)

Bid Result

[Download document here](#)

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