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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

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

April 28, 2021

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

REQUESTED ACTION

1. The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract agreement with Northeast Earth Mechanics, Inc. (vendor code # 156610), Pittsfield, NH 03263 in the amount of $426,850.00, to provide Construction of Baffled Range Closure Plate located at Center Strafford Training Site from the date of Governor and Executive Council approval through May 31, 2022. **100% Federal Funds.**

2. Further authorize that a contingency in the amount of $60,000.00 be approved for unforeseen conditions and/or owner-initiated changes for the construction, bringing the total to $486,850.00. **100% Federal Funds.**

Funding is available in accounted titled Military Affairs and Veterans Services as follows:

	FY 2021
030-012-71630000-034-500162- Military Affairs and Veterans Services- Federal Statewide Repairs and Upgrades- Capital Projects.	$426,850.00
034-500162- Contingency	$ 60,000.00
GRAND TOTAL	**$486,850.00**

EXPLANATION

The Army transitioned from the standard 5.56mm rifle round to an "Enhanced Performance Round" (EPR). This round has higher velocities, requiring additional safety measures to be built into Range 1 in order for it to support qualification and weapons familiarization for the New Hampshire Army National Guard. Without this project, the NHARNG will not be able to perform training to standard at Range 1.

The Department of Military Affairs and Veteran Services solicited for this service by placing a Request For Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on March 10, 2021. The Procurement Technician sent emails to five (5) vendors on March 11, 2021 notifying them of the posting of the bid on the State's Purchase and Property Website. Four (4) bids were received prior to the bid closing time, three (3) of which were considered qualified. Northeast Earth Mechanics, Inc submitted a lowest bid price of the qualified bids and was awarded this contract contingent upon Governor and Council approval.

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

Respectfully submitted,

For David J. Mikolaities
Major General, NH National Guard
The Adjutant General

Construction of Baffled Range Closure Plate
CENTER STRAFFORD TRAINING SITE
STRAFFORD, NEW HAMPSHIRE

SUMMARY OF QUALIFIED BIDS

The Department of Military Affairs and Veteran Services solicited for this service by placing a Request For Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on March 11, 2021. Notification of the RFB was sent to Five (5) companies via email. Four (4) vendors submitted responses to the RFB. Northeast Earth Mechanics, Inc submitted a qualified bid and was low cost and was awarded this contract contingent upon Governor and Council approval.

DMAVS received three qualified bids and one unqualified bid:

Contractor	Bid Amount	Rank
Northeast Earth Mechanics, Inc.	$258,850.00	A
JBC Construction	$275,500.00	C
Rushing Range	$275,000.00	B
Troy Acoustics Corporation	In accordance with RFB requirements, Bid did not qualify.	

The resulting contract was awarded to Northeast Earth Mechanics, Inc. as the company meets the criteria established in the RFB and was qualified bid and provided a lowest cost bid.

Baffled Range Bid Forms Comparision between Vendors (Total Cost)

	Companies		
Prices from Company's Bid Form	Rushing Range	Northeast Earth Mechanics, Inc.	JBC Construction
Contract Price	$ 275,000.00	$ 258,850.00	$ 275,500.00

Baffled Range Bid Forms Comparision between Vendors (Deductions)

Deductions Numbers	Deductions		Rushing Range	Northeast Earth Mechanics, Inc.	JBC Construction
1	Remove new acostical unit work at baffles in range#2.	Costs	$ 180,000.00	$ 50,000.00	$ 63,460.00
2	Remove work for new target shed including concret pad and site work.	Costs	$ 15,000.00	$ 17,000.00	$ 29,880.00
3	Remove range noise assessment/study	Costs	$ 25,000.00	$ 35,000.00	$ 39,390.00

Baffled Range Bid Forms Comparision between Vendors (Add-ons)

Add-ons Option Numbers	Additions		Rushing Range	Northeast Earth Mechanics, Inc.	JBC Construction
1	Add new acoustical units at sidewalls in range #2.	Costs	$ 52,500.00	$ 28,000.00	$ 27,760.00
2	Add new acoustical units at baffles in range #1.	Costs	$ 216,000.00	$ 110,000.00	$ 111,997.00
3	Add new acoustical units at sidewalls in range #1.	Costs	$ 54,000.00	$ 30,000.00	$ 33,990.00
Totals with Additions			$ 322,500.00	$ 168,000.00	$ 173,747.00

****Please Note: The Department of Military Affairs and Veterans Services has decided to accept all Add-ons options (Numbers 1-3) for this project totalling $168,000.00. This brings up the contract cost totaling $426,850.00.****

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 Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NH 03301	
1.3 Contractor Name Northeast Earth Mechanics, Inc. (Vendor#156610)		1.4 Contractor Address 159 Barnstead Road Pittsfield, NH 03263	
1.5 Contractor Phone Number 603-382-0279	1.6 Account Number 030-012-71630000-034-500162: $426,850.00 030-012-71630000-034-500162: $60,000.00	1.7 Completion Date 05/31/22	1.8 Price Limitation $486,850.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator of Business Operations		1.10 State Agency Telephone Number (603)225-1361	
1.11 Contractor Signature Date: 4/23/21		1.12 Name and Title of Contractor Signatory JASON C. BABBIOGE SR. PROJECT MANAGER	
1.13 State Agency Signature Date: 4/29/21		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Michael Haley		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Haley		On: 5/11/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 4/23/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Date 4/23/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials JCA
Date 4/23/21

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A, SPECIAL PROVISIONS

SUBJECT: BAFFLED RANGE CLOSURE PLATE
Center Strafford Training Site, Route 126
Strafford, New Hampshire

The Contract Documents consist of the State of New Hampshire Form P-37; Exhibit A- Special Provisions; Exhibit B- Scope of Services; Exhibit B Attachment 1- Specifications; Exhibit B Attachment 2- Drawings; Exhibit C- Method of Payment; 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.

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. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. 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/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any

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COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

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

a. **Provision 7. PERSONNEL sub-part 7.2:** after "who is a State employee or official," add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard,"

b. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

10.4 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.

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c. **Provision 14. INSURANCE AND BOND sub-part 14.1.1:** after excess; remove the word and, and add the following:

"$2,000,000 Products/Completed Operations Aggregate"

d. **Provision 14. INSURANCE AND BOND *ADD*** the following 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.

e. **Provision 19. CONFLICTING TERMS:** ***Add*** the following sub-part:

19.1 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

6. ADD the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:

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 part 60.

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

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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 there under;

(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

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(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 Subpart J of 40 CFR part 32;

(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.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

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.

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b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 ~~U.S.C. 1241), 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 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies 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 the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State 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. 10). 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

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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 327-330) 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.

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B – SCOPE OF SERVICES

SUBJECT: BAFFLED RANGE CLOSURE PLATE
Center Strafford Training Site, Route 126
Strafford, New Hampshire

The Exhibit B – (" Scope of 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 (Exhibit B- Attachment 1), the authorized construction drawings/documents and clarification sketches (Exhibit B- Attachment 2) as well as any addendums.

PROJECT OVERVIEW:

This project consists of adding a bullet resistant baffle plate closer to the existing bullet trap on Range #1, the addition of acoustic dampening materials and a target/ammo distribution shed. The additional plate is required only on Range #1 due to the earlier design and the US Army's change in ammunition to the new Enhanced Precision Round (EPR) which has a higher velocity than the legacy ammunition.

The addition of acoustic dampening materials is will make the ranges both safer and easier for soldiers to use for marksmanship requirements. The shed for distribution of ammunition and targets will improve safety and accountability of materials on the ranges.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B, ATTACHMENT 1

SUBJECT: BAFFLED RANGE CLOSURE PLATE
Center Strafford Training Site, Route 126
Strafford, New Hampshire

Section 00 41 00	GENERAL CONDITIONS
Section 01 20 00	PRICE AND PAYMENT PROCEDURES
Section 01 33 00	SUBMITTAL PROCEDURES
Section 01 50 00	TEMPORARY FACILITIES AND CONTROLS
Section 01 70 00	EXECUTION REQUIREMENTS
Section 03 30 00	CAST IN PLACE CONCRETE
Section 05 05 13	SHOP APPLIED COATINGS FOR METAL
Section 05 12 00	STRUCTURAL STEEL FRAMING
Section 05 50 00	METAL FABRICATIONS
Section 06 10 00	ROUGH CARPENTRY
Section 09 84 33	ACOUSTICAL WALL AND BAFFLE UNITS

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Section 00 41 00

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS
   A. 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.
   B. 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.
   C. 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.
   D. 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.
   E. 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.
   F. 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.
   G. 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.
   H. 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.
   I. 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.

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J. 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.

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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 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.

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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. 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.

11. 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 contactor, subcontractors,

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or Independent Contractors, the Contractor shall defend any such claim and shall pay any judgment or settlement thereon.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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penalty of up to $500.00 per day, in addition to any liquidated damages provided hereunder.

17. 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.

Original Contract Amount		Amount of Liquidated damages per day
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

18. 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,

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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.

19. 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.

20. TERMINATION OF CONTRACT WITHOUT FAULT

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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.

21. 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

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Section 01 20 00

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.

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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:

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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

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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 or 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

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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

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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.

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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.

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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

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Section 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1. TEMPORARY ELECTRICITY
   A. The Department will pay cost of energy used. Exercise measures to conserve energy.
   B. Complement existing power service capacity and characteristics as required for construction operations.
   C. Provide power outlets, with branch wiring and distribution boxes, as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.
   D. Provide over-current protection at convenient location.
   E. Permanent convenience receptacles may be utilized during construction.

2. TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES
   A. Provide and maintain lighting for construction operations if required.
   B. Maintain lighting and provide routine repairs.
   C. There is no existing lighting of any kind on this project.

3. TEMPORARY HEATING / COOLING / VENTILATION
   A. This is an exterior project with no heating or cooling available or required.
   B. Provide ventilation if required for any painting or welding situations.

4. TELEPHONE SERVICE
   A. Contractor to provide reliable cell phone with project super on site at all times.
   B. Range phone is only to be used in the case of an emergency. It ONLY connects to Cooper House on site.

5. WATER SERVICE
   A. There is no water available in the construction area.
   B. Contractor will be required to furnish water for any work that requires it.

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

7. FIELD OFFICES AND SHEDS
   A. Do not use existing facilities for field offices or for storage.
   B. If the Contractor chooses to use a field office or shed for this project it shall be a portable or mobile building, location to be coordinated with training site personnel, provide steps and landings at entrance doors as required.
   C. Storage Areas And Sheds: Size to storage requirements for project, allowing for access and orderly provision for maintenance and for inspection of materials.
   D. Maintenance and Cleaning: Maintain approach walks free of mud, water, and snow.
   E. Removal: At completion of Work remove temporary buildings, foundations,

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utility services, and debris. Restore areas to prior condition.

8. VEHICULAR ACCESS
   A. All vehicles SHALL maintain a top speed of 15 MPH on site unless passing troops or pedestrians when top speed SHALL be 5 MPH
   B. Violation of the above is cause for removal from the site and project.
   C. Provide unimpeded access for emergency vehicles. Maintain 20 feet (6 m) wide driveways with turning space between and around combustible materials.
   D. Provide means of removing mud from vehicle wheels before entering streets.
   E. Use designated existing on-site roads for construction traffic.

9. PARKING
   A. Construction personnel shall only park in designated areas relative to the construction area.

10. PROGRESS CLEANING AND WASTE REMOVAL
   A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
   B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose of legally off-site.

11. PROJECT IDENTIFICATION
   A. Provide signage to direct deliveries as directed by the project manager.

12. BARRIERS
   A. Provide barriers to prevent unauthorized entry to construction areas and to allow for the use of the site and facility, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
   B. Protect existing solar array and associated equipment during construction.
   C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

13. ENCLOSURES AND FENCING
   A. Project is within a secure fence. Contractor to protect and secure work area inside fence from unauthorized access during construction.
   B. This will be achieved with signage and warning tape at a minimum.

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. Construction personnel may not enter any other buildings on the training site except to notify staff in Cooper House of events.

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iv. 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. WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

16. 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.

17. EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas, prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

18. 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.

19. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment.

B. Remove underground installations. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

END OF SECTION

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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 due shall the Contractor 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.

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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.

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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 two (2) 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:

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i. Part I: 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.

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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 keys, spare parts, maintenance, and extra products in quantities specified in

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individual specification sections.

B. Deliver to Project site and place in location as directed by State; submit inventory hand receipt for all materials to be turned over to department prior to final payment.

C. Department shall inventory items and provide signed copy of hand receipt to contractor.

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 as appropriate.

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. 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.

14. GUARANTEE OF WORK

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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

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SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART I - GENERAL

1.1 SUMMARY

A. Cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for target shed concrete base slab-on-grade.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 05 05 13 – SHOP-APPLIED COATINGS FOR METAL
2. Section 05 12 00 – STRUCTURAL STEEL FRAMING
3. Section 05 50 00 – METAL FABRICATIONS

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment..

B. Contractor Qualifications: The Contractor shall have at least 5 years of experience with concrete placement, concrete curing, rebar placement, formwork installation and all other procedures required to perform the Work shown on the Plans and specified herein.

C. Quality Standard: ACI 301.

D. Independent Testing Agency Qualifications: An independent agency, acceptable to the NHARNG, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated. The independent agency shall be retained and paid for by the Contractor.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade 1. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

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E. The minimum number of test cylinders required for each placement is eight: two (2) for 7-day compressive strength, two (2) for 14-day compressive strength, two (2) for 28-day compressive strength tests, and two (2) for quality control testing.

F. Additional testing and inspection services requested by the Contractor because of changes in materials, sources, or proportions, or occasioned by failure of tests and inspection to meet specification requirements, shall be paid for by the Contractor.

1.4 SUBMITTALS

A. SD-02 Shop Drawings:

1. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, bent bar diagrams, bar arrangement, splices and laps, and supports for concrete reinforcement.

B. SD-05 Design Data:

1. Design Mixtures: For each concrete mixture:
   a. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
   b. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. SD-06 Test Reports:

1. Field and laboratory quality-control test and inspection reports. Test reports shall be submitted to the NHARNG for review.

D. SD-07 Certificates / Product Data:

1. Material Certificates and Product Data: Signed by manufacturers certifying that each of the following items complies with requirements:

   a. Cementitious materials.
   b. Admixtures.
   c. Form materials and form-release agents.
   d. Steel reinforcement and accessories.
   e. Curing compounds.
   f. Slab treatments.
   g. Bonding agents.
   h. Adhesives.
   i. Joint sealants.
   j. Joint filler.
   k. Repair materials.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

1.6 FIELD QUALITY CONTROL

A. Testing: By approved Contractor-engaged agency.

B. Special Inspections: By Owner-engaged special inspector.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: Shall be American-made Portland Cement, free from water soluble salts or alkalis which will cause efflorescence on exposed surfaces. Portland Cement shall be Type II, ASTM C 150. Use only one brand of cement for each type of cement throughout project. Contractor shall be responsible for whatever steps are necessary to ensure that no visual variations in color will result in exposed concrete and shall place on order and secure in advance a sufficient quantity of this (these) cement(s) to complete concrete work specified herein.

B. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33.

C. Water: Potable, free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.

D. Admixtures:

1. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
2. Silica Fume: ASTM C 1240.
3. Other Admixtures: ASTM C 494.
4. Concrete Bonding Agent: ASTM C 881 Type II.
5. Superplasticizer: High-range water-reducer conforming to ASTM C 494, Type F or Type G.
6. Admixtures retarding setting of cement in concrete shall not be used without written approval of Engineer.
7. Admixtures causing accelerated setting of cement in concrete shall not be used without written approval of Engineer.

2.2 CONCRETE MIXTURES

A. The Contractor shall recommend, on the basis of trial mixes and strength curves, design mixes for each type and strength of concrete. The Testing Agency will verify that the proposed mix designs conform to all specification requirements.

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B. Sufficient materials for concrete mix design shall be furnished by Contractor not less than five weeks before use. Duplicate small samples plainly and neatly labeled with source, where proposed to be used, date, and name of collector shall be provided and presented to Testing Agency for permanent reference.

C. All structural concrete shall have a minimum 28 day compressive strength of 4,000 psi.

D. Exterior concrete shall contain air-entraining admixture when tested to ASTM C 231 at the point of discharge from the truck mixer:

Aggregate Size	Air Content, %
3/4 in.	5.0 - 8.0

E. Concrete shall have the following slump when tested to ASTM C 143 at the point of discharge from the truck mixer:

Condition	Slump, inches
With Water-Reducing Agent	4-1/2 - 7
Without Water-Reducing Agent	2 - 5

F. Concrete for the slab on grade, shall have a mid-range water reducer and have a maximum slump of 6 inches.

G. Design mix of concrete to be used in work shall correspond to following test strengths (TABLE A) obtained in laboratory trial mixtures.

TABLE A

Minimum Strength of Lab Trial Mixes (psi)

Design Strength	Trial Mix Strength 7-days	28-days
4000	3400	5200

H. Any deviation from approved mix design, which Contractor deems desirable under certain project conditions, will not be allowed without written approval of Engineer. Cost of any additional testing by Testing Agency associated therewith shall be paid for by Contractor.

2.3 FORM MATERIALS

A. Construct formwork to shapes, lines, and dimensions required, plumb and straight, secured and braced sufficiently rigid to prevent deformation under load, and sufficiently tight to prevent leakage, all in conformance with ACI Standard 347, "Recommended Practice for Concrete Formwork".

B. Formwork for exposed concrete shall be medium-density plastic overlaid plywood, 5/8" minimum thickness; for concealed concrete shall be "Plyform" plywood, 5/8" minimum thickness.

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C. Chamfer Strips: 1-inch, 45 degree poplar wood strips, nailed six inches on center, and installed in inside corners of all forms, unless otherwise directed by Engineer.

D. Form Release Agent: Non-staining and non-emulsifiable type, or equal approved by Engineer. Form release agent shall be biodegradable and shall not impart any stain to concrete nor interfere with adherence of any material to be applied to concrete surfaces.

2.4 REINFORCEMENT AND ACCESSORIES

A. Reinforcing Steel Bars: Shall be newly rolled billet steel conforming to ASTM A 615 Grade 60. Bars shall be bent cold.

B. Reinforcement Accessories shall include spacers, chairs, ties, slab bolsters, clips, chair bars, and other devices for properly assembling, placing, spacing, supporting, and fastening reinforcement. Metal supports shall be of such type as not to penetrate surface of formwork and show through surface of concrete. Accessories touching interior formed surfaces exposed to view shall have not less than 1/8 inch of plastic between metal and concrete surface. Plastic tips shall extend not less than 1/2 inch up on metal legs. Individual and continuous slab bolsters and chairs shall be of type to suit various conditions encountered and must be capable of supporting 300 pound load without damage or permanent distortion.

2.5 MISCELLANEOUS MATERIALS

A. Membrane Curing Compound: ASTM C 309, Type 1. Product used shall be shown to be compatible with the later application of coatings.

B. Sheet Curing Materials: Waterproof paper (regular or white), polyethylene film (clear or opaque white), and white burlap-polyethylene sheet complying with AASHTO M171.

C. Chemical Hardener: All exposed concrete floor slabs shall be hardened with three applications of fluosilicate chemical hardener followed by two applications of clear acrylic concrete sealer by Sonneborn Division, ChemRex Inc. "Lapidolith"; or equal products by W.R. Meadows Co. and Concrete Service Material Company or other manufacturers.

D. Joint Sealant: Elastomeric, non-sag joint sealants conforming to ASTM C 920.

E. Joint Filler: Cork or asphalt joint filler conforming to ASTM D 1752.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform all concrete work in accordance with ACI 301 except as specified herein and on the drawings.

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3.2 INSPECTION

A. Examine all work prepared by others to receive work of this Section. Commencement of work will be construed as complete acceptance of preparatory work by others.

1. Hold Point-A pre-placement inspection shall be performed by the Contractor prior to placing concrete to assure that placement prerequisites have been accomplished.

3.3 HANDLING, STORAGE, AND PROTECTION OF MATERIALS

A. Handle and store materials separately in such manner as to prevent intrusion of foreign matter, segregation, or deterioration. Do not use foreign materials or those containing ice. Remove improper and rejected materials immediately from point of use. Cover materials, including steel reinforcement and accessories, during construction period. Stockpile concrete constituents properly to assure uniformity throughout project.

3.4 ERECTION OF FORMWORK, SHORING AND REMOVAL OF FORMWORK

A. Set and maintain formwork to insure complete concrete work within tolerance limits listed in ACI 347 latest edition, "Recommended Practice for Concrete Formwork", and with following additional requirements:

1. Variations in cross-sectional dimensions of slab thicknesses.
   a. Minus: 1/8 inch
   b. Plus: 1/4 inch

B. Acceptance for form removal will be based on field-cured concrete cylinders when the concrete attains a minimum compressive strength of 40% f'c.

3.5 PLACING OF REINFORCEMENT

A. Reinforcement shall be placed in accordance with requirements of CRSI 93, "Recommended Practice for Placing Reinforcing Bars" and CRSI 93, "Recommended Practice for Placing Bar Supports" and with further requirements below.

B. Reinforcement shall be accurately placed in accordance with Contract Documents and shall be firmly secured in position by wire ties, chairs, spacers, and hangers, each of type approved by Engineer.

C. Bending, welding or cutting reinforcement in field in any manner other than as shown on Drawings, is prohibited, unless specific approval for each case is given by Engineer.

D. Reinforcement shall be continuous through construction joints unless otherwise indicated on Drawings.

E. Reinforcement shall be spliced only in accordance with requirements of Contract Documents or as otherwise specifically approved by Engineer. Splices of reinforcement at points of maximum

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stress shall generally be avoided. Welded wire fabric shall lap six inches or one space plus two inches whichever is larger, and shall be wired together.

F. At time concrete is placed, reinforcement shall be free of excessive rust, scale, or other coatings that will destroy or reduce bond requirements. Protect stored materials so as not to bend or distort bars in any way. Bars that become damaged will be rejected.

G. Hold Point - Before concrete is cast, check all reinforcement after it is placed to ensure that reinforcement conforms to Contract Documents and approved Shop Drawings. The Engineer shall be notified at least 36 hours prior to concrete placement and given opportunity to inspect completed reinforcement and formwork before concrete placement. Prior approval of Shop Drawings shall in no way limit Engineer's right to demand modifications or additions to reinforcement or accessories.

3.6 JOINTS

A. Construction and control joints indicated on Drawings are mandatory and shall not be omitted.

B. Joints not indicated or specified shall be placed to least impair strength of structure and shall be subject to approval of Engineer.

3.7 MIXING, CONSISTENCY, AND DELIVERY OF CONCRETE

A. Concrete shall be ready-mixed, produced by plant acceptable to Engineer. Hand or site mixing shall not be done. Constituents, including admixtures except certain corrosion inhibitors and superplasticizers, shall be batched at central batch plant. Admixtures shall be premixed in solution form and dispensed as recommended by manufacturer.

B. Central plant and rolling stock equipment and methods shall conform with Truck Mixer and Agitator Standard of Truck Mixer Manufacturer's Bureau of National Ready-Mixed Concrete Association, and Contract Documents. Consistency of concrete at time of deposit shall be as follows:

Portion of Structure	Slump Recommended	Max. Range
Slabs	3"	2" - 4"

C. Ready mixed concrete shall be transported to site in watertight agitator or mixer trucks loaded not in excess of rated capacities. Discharge at site shall be within one and one-half hours after cement was first introduced into mix. Discard concrete not discharged within one and one-half hours and dispose of legally. Concrete with a temperature greater than 85 degrees F. shall not be placed. Central mixed concrete shall be plant mixed a minimum of five minutes. Agitation shall begin immediately after premixed concrete is placed in truck and shall continue without interruption until discharged. Transit mixed concrete shall be mixed at mixing speed for at least ten minutes immediately after charging truck followed by agitation without interruption until discharged. Concrete shall be furnished by a single plant unless accepted by the Engineer in writing.

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D. Retempering of concrete which has partially hardened, that is, mixing with or without additional cement, aggregates, or water, will not be permitted.

3.8 PLACING CONCRETE

A. Remove water and foreign matter from forms and excavations and, except in freezing weather or as otherwise directed, thoroughly wet wood forms just prior to placing concrete. Place no concrete on frozen soil and provide adequate protection against frost action during freezing weather.

B. Prior to applying the bonding compound at construction joints, vertical surfaces of concrete already placed shall be thoroughly cleaned of foreign materials and laitance. Refer to the manufacturer's requirements for any additional surface preparation requirements prior to applying the bonding compound.

C. Transport concrete from mixer to place of final deposit as rapidly as practical by methods which prevent separation of ingredients and displacement of reinforcement, and which avoid rehandling. Deposit no partially hardened concrete. When concrete is conveyed by chutes, equipment shall be of such size and U-shaped design as to insure continuous flow in chute. Flat (coal) chutes shall not be employed. Chutes shall be of metal or metal lines and different portions shall have approximately same slope. Slope shall not be less than 25 degrees nor more than 45 degrees from horizontal and shall be such as to prevent segregation of ingredients. Discharge end of chute shall be provided with baffle plate or spout to prevent segregation. If discharge end of chute is more than five feet above surface of concrete in forms, spout shall be used, and lower and maintained as near surface of deposit as practicable. When operation is intermittent, chute shall discharge into hopper. Chute shall be thoroughly cleaned before and after each run and debris and any water used shall be discharged outside forms. Concrete shall not be allowed to flow horizontally over distances exceeding five feet.

D. Concrete shall be placed in such manner as to prevent segregation, and accumulations of hardened concrete on forms or reinforcement above mass of concrete being placed. To achieve this end, suitable hoppers, spouts with restricted outlets and tremies shall be used as required.

E. During and immediately after depositing, concrete shall be thoroughly compacted by means of internal type mechanical vibrators or other tools, or by spading to produce required quality of finish. Vibration shall be done by experienced operators under close supervision and shall be carried on only enough to produce homogeneity and optimum consolidation without permitting segregation of constituents or "pumping" of air. Vibrators used for normal weight concrete shall operate at speed at not less than 7,000 vpm and be of suitable capacity. Do not use vibrators to move concrete. Vibration shall be supplemented by proper wooden spade puddling to remove included bubbles and honeycomb adjacent to visible surfaces. At least one vibrator shall be on hand for every 10 cubic yards of concrete placed per hour, plus one spare. Vibrators shall be operable and on site prior to starting placement.

F. Concrete shall be deposited continuously, and in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within section. If section cannot be placed continuously between planned construction joints, as specified, field joint and additional reinforcement shall be introduced so as to preserve structural continuity. Engineer shall be notified in any such case.

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G. Cold joints, particularly in exposed concrete, including "honeycomb", are unacceptable. If they occur in concrete surfaces exposed to view, Engineer will require that entire section in which blemish occurs be removed and replaced with new materials at Contractor's expense.

H. Chutes, hoppers, spouts, adjacent work, etc. shall be thoroughly cleaned before and after each run and water and debris shall be discharged outside form.

3.9 FINISHING OF UNFORMED CONCRETE SURFACES

A. Floated finish: Shall be provided at top surfaces of slabs.

3.10 APPLICATION OF CONCRETE SEALERS

A. Apply to concrete surfaces as indicated in this Specification. Apply in accordance with manufacturer's instructions and the following:
   1. Application of the sealer shall not alter the surface texture and shall be compatible with the use of surface finish coatings and caulkings. Surface shall dry to a tack-free condition in 4 hours or less.
   2. Preparation process shall not cause any undue damage to the concrete surface; remove or alter the existing surface finish, or expose the coarse aggregate of the concrete.
   3. Concrete sealer shall be used as supplied by the manufacturer and not altered in any way. Apply onto concrete surfaces at manufacturer's recommended rate of coverage.
   4. Prevent the concrete sealer from coming in contact with open joints that have not yet been filled with joint sealant, so as to prevent any loss of bond of the joint sealant.

END OF SECTION 03 30 00

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SECTION 05 05 13 – SHOP-APPLIED COATINGS FOR METAL

PART I - GENERAL

1.1 SUMMARY

A. This Section specifies Hot-Dip Galvanizing for all miscellaneous steel and structural steel that is exposed to view, the weather, moisture, or corrosive atmosphere. Such items shall include but are not limited to:

1. Structural steel items specified in Section 05 12 00 – STRUCTURAL STEEL FRAMING
2. Structural steel items specified in Section 05 50 00 – METAL FABRICATIONS

B. Definition of Hot-Dip Galvanizing: The dipping of steel members and assemblies into an alloy of molten zinc and nickel for lasting long-term protection. The resultant nickel zinc alloys with the base metal.

C. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 05 12 00 – STRUCTURAL STEEL FRAMING
2. Section 05 50 00 – METAL FABRICATIONS

1.2 QUALITY ASSURANCE

A. Reference Standards:

1. American Hot-Dip Galvanizers Association, Inc., (AHDGA):

   Publication entitled "Inspection Manual for Hot-Dip Galvanized Products.

2. American Society for Testing and Materials (ASTM):

   A 123 – Zinc Coating (Hot-Dip) on Iron and Steel Products

   A 143 – Safeguarding Against Embrittlement

   A 153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware

   A 384 – Safeguarding Against Warpage

   A 385 – Providing High Quality Zinc Coatings

   A 780 – Repair of Hot-Dip Galvanizing

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1.3 SUBMITTALS

A. SD-03 Product Data:

1. Submit product literature and sample for organic zinc rich repair compounds to be used.

B. SD-07 Certificates:

1. Furnish Notarized Certificates of Compliance with ASTM Standards and Specifications herein listed. Each Certificate to be signed by the Galvanizer and shall list a detailed description of all material. Certification shall state that the galvanizing is in full conformance with these specifications.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Packaging: Of a suitable type to prevent damage to the finished surface and to prevent shipping damage to the material.

B. Handling and Storage: Handle and Store in such a manner as to minimize damage to the finished material.

C. Visual Stamp: Mark all lots of material with a clearly visible tag indicating the name of the galvanizer, the weight of the nickel – the coating and the applicable ASTM Specification numbers.

PART 2 - PRODUCTS

2.1 STEEL MATERIALS

A. Material for galvanizing shall be geometrically suitable for galvanizing as specified in ASTM A-384 and A-385.

B. To be chemically suitable for galvanizing, steel shall contain carbon below 0.25%; phosphorous below 0.05%; manganese below 1.35%.

2.2 NICKEL-ZINC FOR GALVANIZING

A. Conform to ASTM B-6, as specified in ASTM A123 only with the addition to the bath of a predetermined amount of nickel (not less than 0.05% by weight) to counter the effect of high silicon steel.

2.3 GALVANIZING

A. Steel members, fabrications, and assemblies as identified in Section 1.1A shall be galvanized after fabrication in accordance with ASTM A123. Steel hardware shall be galvanized in accordance with ASTM A153.

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B. Safeguard against embrittlement in conformance with ASTM A143.

C. To safeguard against warpage or distortion of steel members, in conformance with ASTM A384, submit shop drawings of non-standard fabrications, all tubular fabrications, all fabrications involving materials of different thicknesses. Submit drawings to the galvanizer prior to fabrication to determine the suitability of the material for galvanizing.

D. Note on shop drawings locations of "blow holes" so that they can be drilled prior to galvanizing.

E. Weight of Coating: Weight of all zinc coating shall be 2.0 ounces per sq. ft. minimum.

F. Galvanizing Application: Galvanize materials in accordance with specified standards and this Specification. Galvanizing shall provide an acceptable substrate for applied coatings. After pickling and prior to galvanizing, the steel shall be immersed in a bath of zinc ammonium chloride. The dry kettle process shall be used to eliminate any flux inclusions on the surface of the galvanized material.

G. Galvanizing shall be performed under conditions so that "White Rust" is avoided.

PART 3 - EXECUTION

3.1 INSTALLATION OF STEEL MATERIALS

A. Steel materials, fabrications, and assemblies are specified to be installed in various other sections under Section 05 12 00 STRUCTURAL STEEL FRAMING and 05 50 00 METAL FABRICATIONS.

3.2 TOUCH-UP AND REPAIR

A. Repair damaged and field welded galvanized surface in accordance with ASTM A780.

B. Dry film thickness of the organic zinc rich repair compound shall not be less than 6 mils.

3.3 CONTAINMENT FOR FIELD-APPLIED COATINGS

A. Temporary portable containment units are required under all areas where coatings are field-applied and at locations where coating materials are being stored on the construction site. Containment units shall provide for 100% containment of all debris/particles and are required for all work associated with painting of AR500 steel plates (if field-painted) and repairs/touch-ups of steel coatings.

END OF SECTION 05 05 13

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SECTION 05 12 00 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural steel as classified by AISC 303.

B. Related Sections:

1. Section 05 05 13 – SHOP-APPLIED COATINGS FOR METAL
2. Section 05 50 00 – METAL FABRICATIONS
3. Section 06 10 00 – ROUGH CARPENTRY

1.2 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator who can demonstrate conformance to Section 8 of the AISC Code of Standard Practice for Steel Buildings and Bridges.

B. Galvanizer Qualifications: Engage the services of a qualified galvanizer who has demonstrated a minimum of five years of experience in the successful application of galvanized coatings specified in this Section in the facility where the work is to be performed and who will apply the coatings within the same facility.

C. Installer Qualifications: A qualified installer with a minimum of 10 years of experience in installing structural steel.

D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel"

1. Welds shall be made only by welders, welding operators and track welders who have been previously qualified by tests as prescribed by AWS D1.5 and AWS D1.1 to perform the type of work required. Certification shall be provided by the fabricator for each welder, welding operator and track welder involved that has been thus qualified within the previous 12 months.
2. The AWS D1.5 shall be used for all requirements not specifically covered herein.

E. Comply with latest applicable provisions of the following specifications and documents:

1. AISC's "Code of Standard Practice for Steel Buildings and Bridges"
2. AISC's "Seismic Provisions for Structural Steel Buildings" and "Supplement No. 2"
3. AISC's "Specification for Structural Steel Buildings"

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4. AISC's "Specification for Allowable Stress Design of Single-Angle Members" and "Specification for Load and Resistance Factor Design of Single-Angle Members"

5. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts"

F. Tests and Inspections:

1. The Contractor will test and inspect high-strength bolted connections and welded connections and prepare test reports. Specialty tests shall be performed at no expense to the NHARNG and DPW Contract Administrator by an independent testing laboratory approved by the Engineer. Costs of specialty tests shall be borne by the Contractor. Test reports shall be submitted to the Engineer for approval.

2. The Engineer reserves the right to inspect high-strength bolted connections and weld connections. Provide access to places where structural steel work is being fabricated or erected so that required inspection and testing can be accomplished at no change in Contract Price.

3. The Engineer may inspect structural steel at the plant before shipment; however, the Engineer reserves the right, at any time before final acceptance, to reject material not complying with specified requirements.

4. Correct deficiencies in structural steel work that inspections and laboratory test reports have indicated to be not in compliance with requirements at the Contractor's expense. Perform additional tests, at no expense to the New Hampshire Army National Guard, as may be necessary to reconfirm any non-compliance of the original work, and as may be necessary to show compliance of corrected work.

6. Pre-Installation Conference: Contractor shall schedule a meeting to be attended by Contractor, Engineer and Fabricator. Agenda shall include the following: Project schedule, source for each fabrication, coordination between fabricator and galvanizer and adjacent Work, finish of surfaces, application of coatings, submittals, and approvals.

1.3 PERFORMANCE REQUIREMENTS

A. Connections: Provide details of connections required by the Contract Documents.

1. Field connections shall be bolted. Welding of steel shall be performed in the shop prior to galvanizing. Field welding shall only be allowed as shown on the plans. All areas of steel to be field welded shall be masked prior to hot-dipped galvanizing and touched up with repair paint.

1.4 SUBMITTALS

A. SD-01 Preconstruction Submittals:
1. Include Qualification Data: For installer, fabricator, testing agency, welding inspectors, NDE inspectors and galvanizer. Submit prior to starting work.

B. SD-02 Shop Drawings:

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1. Show fabrication of structural-steel components.

   a. Include details of cuts, connections, splices, holes, slots, and other pertinent data.

   b. Indicate welds by standard AWS symbols, and show size, length and type of each weld.

   c. Indicate type, size and length of bolts, distinguishing between shop and field bolts. Identify pre-tensioned and slip-critical high-strength bolted connections.

C. SD-03 Product Data:

1. Post-installed epoxy anchoring system data showing embedment, sizes, capacities, etc.

D. SD-06 Test Reports

1. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:
   a. Structural steel including chemical and physical properties.

   b. Bolts, nuts, and washers including mechanical properties and chemical analysis.

   c. Direct-tension indicators.

   d. Tension-control, high-strength bolt-nut-washer assemblies.

E. SD-07 Certificates

1. Welding Certificates: Certificate from AWS indicating certification in type of welding required for each welder and welding operator.

2. Welding Records and Data:

   a. Before welding, submit the procedure which will be used for qualifying welders and welding procedures. For procedures other than those pre-qualified in accordance with AWS D1.1, submit a copy of procedure qualification test records.

   b. Submit certified copy of qualification test records for each welder, welding operator, and tacker who will be employed in the work.

   c. Submit all NDE records (radiographs, ultrasonic, magnetic particle) and visual inspection reports upon completion or when otherwise requested by the Engineer.

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1.5 FABRICATION

A. Shop Connections:

1. High-Strength Bolts: Snug tightened.
2. Welded connections.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.

1. Store fasteners in a protected place. Clean and re-lubricate bolts and nuts that become dry or rusty before use.
2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL MATERIALS

A. W-Shapes: ASTM A 992, Grade 50.

B. Angles-Shapes: ASTM A572, Grade 50.

C. Plate and Bar: ASTM A 36.

D. Welding Electrodes: E70XX. Comply with AWS requirements.

E. Studs: ASTM A108

2.2 BOLTS, CONNECTORS, AND POST-INSTALLED ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM F3125 Grade A325, heavy hex steel structural bolts; ASTM A563 heavy hex carbon-steel nuts; and ASTM F436 hardened carbon-steel washers.
1. Finish: Hot-dip zinc coating, ASTM A153, Class C.

B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F1852, Type 1, steel structural bolts with splined ends; ASTM A563 heavy hex carbon-steel nuts; and ASTM F436 hardened carbon-steel washers. Finish, mechanically deposited zinc coating, ASTM B695, Class 50.

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C. Epoxy Anchoring System at Steel Angles along the Concrete Wall: Hilti HIT-HY 200 with 7/8" diameter HAS rods (hot-dipped galvanized), Simpson Set-XP with 7/8" diameter ASTM F1554 Grade 36 threaded rod (hot-dipped galvanized), or approved equal.

2.3 REPAIR PAINT

A. Galvanizing Repair Paint: Coatings meeting requirements of ASTM A 780.

2.4 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design".

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.

C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.

D. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.

1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Bearing Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

E. Field Cutting: Field cutting of steel shall not be allowed. All cutting of steel shall be performed in the shop prior to galvanizing.

F. Field Welding: Field connections shall be bolted. Field welding shall not be allowed except as indicated on the plans..

2.5 STEEL FINISHES

A. Galvanizing: Provide coating for iron and steel fabrications applied by the hot-dip process. Comply with ASTM A 123 for fabricated products and ASTM A 153 for hardware. Provide thickness of galvanizing specified in referenced standards. The galvanizing bath shall contain high grade zinc and other earthly materials per Section 050513 – SHOP-APPLIED COATINGS FOR METAL. Fill vent holes and grind smooth after galvanizing.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Field verify dimensions of existing structure for fabrication of proposed steel.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports only when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges".

B. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.

C. Maintain erection tolerances of structural steel.

D. Splice members only where indicated.

E. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint indicated on the Drawings.

B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

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1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to inspect field welds (if required) and high-strength bolted connections.

B. Bolted Connections: Bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts".

C. Welded Connections: Field welds (if required), the welding will be visually inspected according to AWS D1.1. In addition to visual inspection, specialty tests including ultrasonic testing of field welds shall be performed in accordance with AWS D1.1.

D. Correct deficiencies in Work that test reports and inspections indicate do not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

3.7 CONTAINMENT FOR FIELD-APPLIED COATINGS

A. Temporary portable containment units are required under all areas where coatings are field-applied and at locations where coating materials are being stored on the construction site. Containment units shall provide for 100% containment of all debris/particles and are required for all work associated with painting of AR500 steel plates (if field-painted) and repairs/touch-ups of steel coatings.

END OF SECTION 05 12 00

Date: 6/23/21
Initials: JCB

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Welded Chain
2. Anchor Shackles
3. Turnbuckles
4. AR500 Plates

B. Related Sections:

1. Section 05 05 13 – SHOP-APPLIED COATINGS FOR METAL
2. Section 05 12 00 – STRUCTURAL STEEL FRAMING

1.2 PEFORMANCE REQUIREMENTS

A. Working Load Limits:

1. Welded Chain, Anchor Shackles and Turnbuckles shall provide a minimum Working Load Limit (rated capacity) of 4000 lbs.

B. Embrittlement for Welded Chain, Anchor Shackles, and Turnbuckles: When zinc coating of alloy steel is specified, the safeguarding against embrittlement and the procedure for detecting embrittlement shall be in accordance with ASTM A143/A143M.

C. AR500 plate shall be heat-treated armor plate and have a brinnel hardness of 500.

1.3 SUBMITTALS

A. SD-02 Shop Drawings:

1. Show fabrication of AR500 components.

B. SD-03 Product Data:

1. Submit product literature specifying materials to be used with working load limits, dimensions, sizes, etc.

Date: 4/23/21
Initials: JCH

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces without blemishes.

2.2 MISCELLANEOUS MATERIALS

A. Grade 80 Alloy Chain:

1. Welded Chains shall be galvanized welded steel alloy chain tested in accordance with ASTM A391/A391M.

2. Welded steel chain shall be made by the electric welding or gas welding process.

B. Turnbuckles and Anchor Shackles:
1. Each anchor bolt shackle shall be comprised of a bolt, nut and cotter pin.
2. Turnbuckles shall be "Jaw and Jaw" to allow for connection of the turnbuckles to the steel plate and welded chain. Turnbuckles shall conform to ASTM F1145.

C. AR500 plate shall be heat-treated armor plate and have a brinnel hardness of 500.

2.3 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize welded chain, anchor shackles, and turnbuckles to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

B. Paint system listed on the Drawings shall be used for the AR500 plates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Verify elevations of Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 IDENTIFICATION

A. Welded chain shall be embossed to include the manufacturer's identification mark or symbol, the traceability code or date code, and the grade indicator (8, 80, or 800 for Grade 80 chain). Grade 80 chain shall be embossed at intervals no greater than 3 feet (0.9m).

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B. All Anchor Shackles and Turnbuckles shall be permanently and legibly marked in raised stamped letters identifying manufacturer's name or trademark, shackle or turnbuckle size, and the WLL. Marking location shall not interfere with the serviceability of the shackle assembly. If the manufacturer cannot provide the identification forged on the turnbuckles, the Contractor shall provide weather-resistant, galvanized metal identification tags with ties on each turnbuckle.

3.3 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

B. Touch-up painting.

3.4 CONTAINMENT FOR FIELD-APPLIED COATINGS

A. Temporary portable containment units are required under all areas where coatings are field-applied and at locations where coating materials are being stored on the construction site. Containment units shall provide for 100% containment of all debris/particles and are required for all work associated with painting of AR500 steel plates (if field-painted) and repairs/touch-ups of steel coatings.

END OF SECTION 05 50 00

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Initials: [illegible]

SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood blocking
2. Plywood sheathing

B. Related Sections:

1. Section 05 05 13 – SHOP-APPLIED COATINGS FOR METAL
2. Section 05 12 00 – STRUCTURAL STEEL FRAMING
3. Section 05 50 00 – METAL FABRICATIONS

1.2 SUBMITTALS

A. SD-03 Product Data:

1. For each type of process and factory-fabricated product.
2. Include data for wood-preservative and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. SD-06 Test Reports

1. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
   a. Wood-preservative-treated wood

C. SD-07 Certificates:

1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee (ALSC) Board of Review.

1.3 DELIVERY, STORAGE, AND HANDLING

A. General: Handle and store materials in strict compliance with manufacturers' instructions and recommendations. Handle and store materials at Project site to prevent water damage, staining, or other physical damage.

B. Delivery: Sequence deliveries to avoid delays but minimize on-site storage.

C. Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels. Provide for air circulation

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within and around stacks and under temporary coverings including polyethylene and similar materials.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER AND SHEATHING

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b

1. Preservative chemicals shall not contain arsenic or chromium.

B. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

2.3 MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction including the following:

1. Blocking
2. Nailers

B. For blocking and nailers, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

C. Maximum Moisture Content
1. Dimension Lumber: 15 percent

2.4 PLYWOOD SHEATHING

A. DOC PS 1, Exterior, Pressure-treated with thickness indicated on the plans.

B. Plywood shall conform to the requirements of APA Design/Construction Guide, Residential and Commercial, and be Structural 1 rated sheathing, except as otherwise indicated.

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2.5 FASTENERS

A. General: Provide fasteners of size and type indicated on the Plans.
   1. Fasteners shall be hot-dipped galvanized unless noted otherwise.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's "Detail for Conventional Wood Frame Construction," unless otherwise indicated.

C. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative- treated lumber.

D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated on the plans.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 00

Date: 4/23/21
Initials: JLH

SECTION 09 84 33 – ACOUSTICAL WALL AND BAFFLE UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes shop-fabricated, acoustical panel units tested for exterior application with weather and UV resistant cover and core, which includes acoustical performance, including the following:

1. Sound-absorbing wall panels.
2. Sound-absorbing baffle panels

1.2 DEFINITIONS

A. NRC: Noise Reduction Coefficient.

B. SAA: Sound Absorption Average.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include fabric facing, panel edge, core material, and mounting indicated.

B. Shop Drawings: For unit assembly and installation.

1. Include plans, elevations, sections, and mounting devices and details.
2. Include details at panel head, base, joints, and corners; and details at ceiling, floor base, and wall intersections. Indicate panel edge profile and core materials.
3. Include details at cutouts and penetrations for other work.

C. Samples for Initial Selection: For each type of fabric facing.

1. Include Samples of hardware and accessories involving color or finish selection.

D. Samples for Verification: For the following products:

1. Fabric: Full-width by approximately 24-inch long Sample.
2. Panel Edge: 12-inch long Sample.
3. Core Material: 12-inch square Sample at corner.
4. Mounting Devices: Full-size Samples.

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5. Assembled Panels: Approximately 36 by 36 inches including joints and mounting methods.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Elevations and other details, drawn to scale, on which all elements are shown and coordinated with each other.

B. Product Certificates: For each type of unit. This shall include NRC performance, Weather Resistance and UV resistance performances.

C. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of unit to include in maintenance manuals. Include fabric manufacturers' written cleaning and stain-removal instructions.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials from same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fabric: For each fabric, color, and pattern installed, provide length equal to 10 percent of amount installed.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with fabric and unit manufacturers' written instructions for minimum and maximum temperature and humidity requirements for shipment, storage, and handling.

B. Deliver materials and units in unopened bundles and store in a temperature-controlled dry place with adequate air circulation.

1.9 FIELD CONDITIONS

A. Environmental Limitations: Do not install units until construction of spaces are complete and weather conditions allow for installation of wall and baffle panels.

B. Field Measurements: Verify unit locations and actual dimensions of wall lengths and baffle panel configurations and measurements before fabrication and indicate them on Shop Drawings.

1.10 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace units and components that fail in materials or workmanship within specified warranty period.

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1. Failures include, but are not limited to the following:

   a. Acoustical performance.
   b. Fabric sagging, distorting, or releasing from panel edge.
   c. Warping of core.

2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain wall and baffle units specified in this Section from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: Units shall comply with "Surface-Burning Characteristics" or "Fire Growth Contribution" Subparagraph below, or both, as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:

1. Surface-Burning Characteristics: Comply with ASTM E84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

   a. Flame-Spread Index: 25 or less.
   b. Smoke-Developed Index: 450 or less.

2. Fire Growth Contribution: Comply with acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 265 Method B Protocol or NFPA 286.

2.3 SOUND-ABSORBING WALL UNITS

A. Sound-Absorbing Wall Panel: Manufacturer's standard panel construction.

B. Basis of Design: Acoustical Surfaces, Inc QFA Absorptive Exterior Grade Curtain.

1. Panel Shape: As indicated on drawings.
2. Mounting:
   a. Edge mounted at walls with grommets at top and bottom.
   b. Velcro straps at sides for continuous panel installation.
   c. Finish Color at Exposed Edges: Manufacturer's standard

3. Mounting: Back mounted with manufacturer's standard adhesive, adhesive tape strips impaling clips, Hilti concrete fasteners, secured to substrate.
4. Core: 2" thick Fiberglass.

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5. Edge Construction: Manufacturer's standard.
6. Edge Profile: Manufacturer's standard.
7. Corner Detail in Elevation: Square with continuous edge profile indicated.
8. Reveals between Panels: As indicated on Drawings.
9. Facing Material: Manufacturer's standard.
10. Acoustical Performance: Sound absorption NRC of .75
11. Nominal Core Thickness: 2"
12. Panel Width: 48".
13. Panel Height: As indicated on drawings.

2.4 SOUND-ABSORBING BAFFLE UNITS

A. Sound-Absorbing Baffle Units: Manufacturer's standard panel construction.

B. Basis of Design: Acoustical Surfaces, Inc. Sound Silencer P.E.P.P.

1. Panel Shape: Flat.
2. Mounting: Back mounted with manufacturer's standard adhesive, secured to substrate.
3. Core: Porous Expanded Polypropylene; 2" thick.
4. Edge Construction: Manufacturer's standard.
5. Reveals between Panels: As indicated on drawings.
6. Acoustical Performance: Sound absorption NRC .70.
7. Panel Width: Manufacturer's standard, field cut to fit baffles.
8. Panel Length: 48"

2.5 MISCELLANEOUS MATERIALS

A. Mounting Devices: Concealed on back of unit, recommended by manufacturer to support weight of unit, and as follows:

1. Applied Adhesive: Manufacturer's standard.
2. Hilti fasteners (hot-dipped galvanized or stainless steel) with washers for the wall panels – min 2 fasteners top and bottom
3. Velcro strips for the connection of the sides of the wall panels to each other.
4. Vertical Strut or bent plate for the first panel installed at the firing line to prevent air penetration to the back of the panels.

2.6 FABRICATION

A. Standard Construction: Use manufacturer's standard construction unless otherwise indicated.

B. Dimensional Tolerances of Finished Units: Plus, or minus 1/16 inch for the following:

1. Thickness.
2. Edge straightness.
3. Overall length and width.
4. Squareness from corner to corner.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fabric, fabricated units, substrates, areas, and conditions for compliance with requirements, installation tolerances, and other conditions affecting unit performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install units in locations indicated. Unless otherwise indicated, install units with vertical surfaces and edges plumb, top edges level and in alignment with other units, faces flush, and scribed to fit adjoining work accurately at borders and at penetrations.

B. Comply with manufacturer's written instructions for installation of units using type of mounting devices indicated. Mount units securely to supporting substrate.

3.3 CLEANING

A. Clip loose threads; remove pills and extraneous materials.

B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION 09 84 33

Date: 4/23/21
Initials: JCB

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

SUBJECT: BAFFLED RANGE CLOSURE PLATE
Center Strafford Training Site, Route 126
Strafford, New Hampshire

EXHIBIT B ATTACHMENT 2

BAFFLED RANGE CLOSURE PLATE DRAWINGS

Contractor clearly understands Baffled Range Closure Plate drawings and will meet all requirements within these attached documents.

Initials: JS
Date: 4/23/21

STATE OF NEW HAMPSHIRE

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

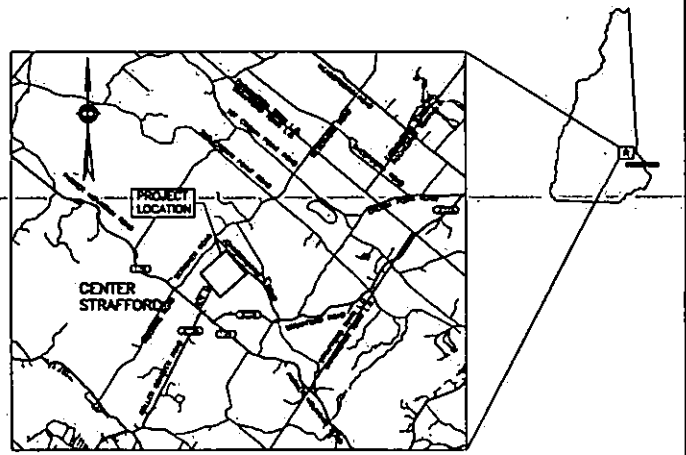
CENTER STRAFFORD BAFFLED RANGE - BAFFLE ADDITION

PROJECT # TBD

CENTER STRAFFORD TRAINING SITE, ROUTE 126

STRAFFORD, NEW HAMPSHIRE

LOCUS MAP



DRAWING LIST

G000	TITLE SHEET AND INDEX
S001	STRUCTURAL NOTES AND DETAILS
SF301	FRAMING PLAN AND DETAILS
SF302	ACOUSTICAL UNIT DETAILS
SF303	TARGET SHED DETAILS

4/23/21

Jacobs

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS
AND VETERANS SERVICES

REVISIONS

DATE	DESCRIPTION	BY

CENTER STRAFFORD BAFFLED RANGE - BAFFLE ADDITION
CENTER STRAFFORD TRAINING SITE, ROUTE 126
STRAFFORD, NEW HAMPSHIRE

TITLE SHEET AND INDEX

G000

GENERAL CONDITIONS:

1. PROPOSED DETAILS WERE DEVELOPED BASED ON RECORD CONSTRUCTION AND SHOP DRAWINGS FOR THE EXISTING RANGE STRUCTURES AND ARE SUBJECT TO VARIATIONS. FIELD VERIFY ALL RELEVANT DIMENSIONS AND DETAILS IN THE FIELD, AND MAKE NECESSARY APPROVED ADJUSTMENTS PRIOR TO CONSTRUCTION OR ORDERING OF MATERIALS. RECORD CONSTRUCTION DRAWINGS AND SHOP DRAWINGS FOR THE RANGES ARE AVAILABLE UPON REQUEST FROM THE NHARNG.

2. STRUCTURAL DRAWINGS SHALL NOT BE SCALED. REFERENCE SCALES INDICATED ON THE DRAWINGS ARE INTENDED FOR INFORMATIONAL USE ONLY AND SHALL NOT BE USED TO DETERMINE SPECIFIC DIMENSIONS OR QUANTITY OF MATERIALS.

3. THE STRUCTURAL DRAWINGS REPRESENT THE FINAL COMPLETED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND PROVIDING ALL SHORING, BRACING, GUYING, OR OTHER TEMPORARY SUPPORTS REQUIRED TO PERFORM THE WORK.

4. ENGINEER'S REVIEW OF SHOP DRAWINGS IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

5. ACCEPTANCE OF COMPLETED WORK WILL NOT BE MADE UNTIL REQUIRED TESTS AND INSPECTIONS HAVE BEEN COMPLETED AND SUBMITTED TO THE OWNER. MATERIAL PLACED WITHOUT THE REQUIRED CONTRACTOR QUALITY CONTROL TESTS OR REQUIRED INSPECTIONS BEING PERFORMED WILL NOT BE ACCEPTED.

6. CONSTRUCTION IS SUBJECT TO SPECIAL INSPECTIONS PROVIDED BY QUALIFIED ENGINEERS EMPLOYED OR HIRED BY THE OWNER IN ACCORDANCE WITH CHAPTER 17 OF THE IBC 2015. THE CONTRACTOR WILL BE NOTIFIED OF DEFICIENCIES. THE CONTRACTOR SHALL NOTIFY THE OWNER AFTER DEFICIENCIES HAVE BEEN CORRECTED.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION (THIRTEENTH EDITION) AND THE AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES, LATEST EDITION.

2. ALL STRUCTURAL STEEL, PLATES, BOLTS, NUTS, ETC. SHALL BE HOT-DIPPED GALVANIZED UNLESS OTHERWISE NOTED. GALVANIZING SHALL BE PERFORMED AFTER COMPLETION OF SHOP FABRICATION. AREAS OF STRUCTURAL STEEL TO BE FIELD-WELDED SHALL BE MASKED PRIOR TO GALVANIZING AND TOUCHED UP WITH ZINC-RICH PRIMER (MEETING ASTM A 780 REQUIREMENTS) AFTER FIELD-WELDING.

3. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY GUYING AND BRACING NECESSARY TO ERECT, STABILIZE, AND MAINTAIN ALL STEEL MEMBERS IN PROPER ALIGNMENT UNTIL ALL PERMANENT BRACING, WELDED CONNECTIONS, ETC. ARE IN PLACE.

4. ALL WELDING, WELDING PROCEDURES, AND WELDER QUALIFICATIONS SHALL CONFORM TO AWS D1.1.

5. ALL WELDING ELECTRODES SHALL BE E70XX.

6. ALL BOLTED CONNECTIONS SHALL CONFORM TO AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS, 2004 EDITION. BOLTS SHALL BE INSTALLED USING THE "SNUG TIGHT" METHOD AS PRESCRIBED IN SECTION 8 OF THE SPECIFICATION FOR BEARING TYPE CONNECTIONS.

7. SUBMIT SHOP DRAWINGS TO THE ENGINEER SHOWING SECTION PLANS, FABRICATED ASSEMBLIES, AND ACCESSORIES. SHOW MEMBER DESIGNATIONS, SIZES, AND CONNECTIONS.

8. STRUCTURAL STEEL MATERIALS SHALL MEET THE FOLLOWING REQUIREMENTS:

• W AND WT SHAPES	ASTM A992, GRADE 50
• ANGLES:	ASTM A572, GRADE 50
• PLATES:	ASTM A36
• HIGH STRENGTH BOLTS:	ASTM F3125 GRADE A325N
• NUTS:	ASTM A563
• WASHERS:	ASTM F436

AR500 STEEL BAFFLE PLATES:

1. STEEL BAFFLE PLATES SHALL BE MANUFACTURED FROM HEAT-TREATED AR500 ARMOR PLATE AND HAVE A MINIMUM BRINNELL HARDNESS OF 500. SUBMIT MILL TEST REPORTS FOR APPROVAL SHOWING CHEMICAL AND PHYSICAL PROPERTIES OF PLATE.

2. APPLY COATS OF CARBOZINC 859 ZINC-RICH EPOXY PRIMER AND CARBOTHANE 133 TOP COAT MANUFACTURED BY CARBOLINE, OR APPROVED EQUALS. PAINT COLOR SHALL BE WHITE. SUBMIT PAINT PRODUCT FOR APPROVAL.

WOOD NOTES:

1. EACH PIECE OF LUMBER SHALL BE "S-DRY" WITH A MOISTURE CONTENT LESS THAN 15% AND BEAR THE GRADE STAMP OF A GRADING RULES AGENCY APPROVED BY THE PS-20 "AMERICAN SOFTWOOD LUMBER STANDARDS COMMITTEE."

2. WOOD BLOCKING SHALL BE SOUTHERN PINE, GRADE NO. 1.

3. ALL PLYWOOD SHALL BE PRESSURE-TREATED AND CONFORM TO PS 1 (STRUCTURAL PLYWOOD). EXPOSED SURFACES OF PLYWOOD SHALL BE PAINTED WHITE PER THE SPECIFICATIONS.

POST-INSTALLED EPOXY ANCHORING SYSTEM:

1. CONTRACTOR SHALL INSTALL POST-INSTALLED EPOXY ANCHORS IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

2. DEBRIS SHALL BE REMOVED FROM HOLES IN CONCRETE WITH AN OIL FREE AIR COMPRESSOR.

3. SUBMIT MANUFACTURER'S DATA AND INSTALLATION INSTRUCTIONS FOR REVIEW AND APPROVAL PRIOR TO ANCHOR INSTALLATION.

DESIGN CRITERIA

DESIGN STANDARDS AND CODES OF PRACTICE

- NEW HAMPSHIRE BUILDING CODE CHANGES OR UPDATES TO THE INTERNATIONAL BUILDING CODE, PART BCR 301-303 (APRIL 2010)
- INTERNATIONAL BUILDING CODE (2015 EDITION) PER UFC 3-301-01
- ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
- BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-14)
- AISC STEEL CONSTRUCTION MANUAL (THIRTEENTH EDITION)
- STRUCTURAL WELDING CODE - STEEL, AWS D1.1/D1.1M (2015 EDITION)
- AMERICAN SOCIETY OF TESTING OF MATERIALS (ASTM)
- STEEL JOIST INSTITUTE (SJI) STANDARD, SPECIFICATION AND LOAD TABLES
- AMERICAN FOREST AND PAPER ASSOCIATION NATIONAL DESIGN SPECIFICATION (AFPA NDS, 2005)

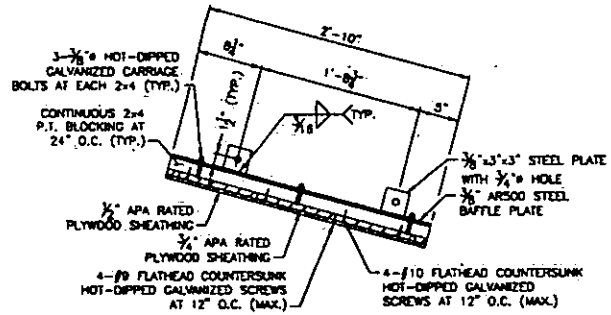
DESIGN LOADS

IN ADDITION TO SELF-WEIGHT, THE STRUCTURE IS DESIGNED TO CARRY THE FOLLOWING LOADS:

• ROOF DEAD LOAD:	28 PSF
• FLAT ROOF SNOW LOAD (P_f):	45 PSF
GROUND SNOW LOAD (P_g):	74 PSF
SNOW EXPOSURE FACTOR (C_e):	1.0
SNOW LOAD THERMAL FACTOR (CI):	1.2
SNOW LOAD IMPORTANCE FACTOR (I):	0.8
• ICE LOAD:	21 PSF
SNOW LOAD IMPORTANCE FACTOR (I):	0.8

WIND DESIGN DATA

• ULTIMATE WIND SPEED (3-SECOND GUST):	116 MPH
• WIND IMPORTANCE FACTOR (I):	1.0
• WIND EXPOSURE CATEGORY:	B
• INTERNAL PRESSURE COEFFICIENTS:	+0.55, -0.55

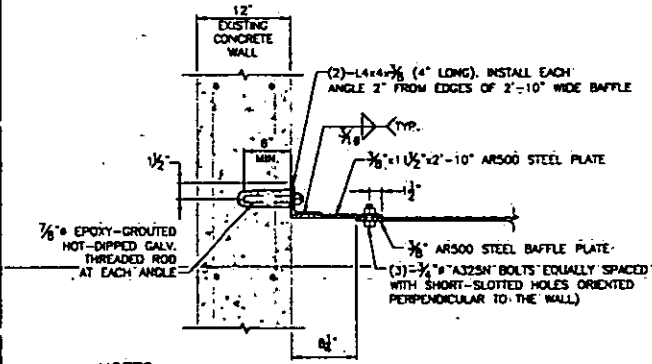


NOTE:

1. ENSURE THAT PLYWOOD IS UNIFORMLY IN CONTACT WITH P.T. BLOCKING AFTER BOLTS ARE INSTALLED.

TYPICAL BAFFLE COMPONENTS (1)

SCALE: 1½" = 1'-0"



NOTES:

1. WOOD SHEATHING AND BLOCKING NOT SHOWN FOR CLARITY AND EXTENDS TO FACE OF THE EXISTING CONCRETE WALL.
2. LOCATE WALL REINFORCEMENT PRIOR TO INSTALLATION OF THREADED RODS. REINFORCEMENT SHALL NOT BE CUT DURING INSTALLATION.

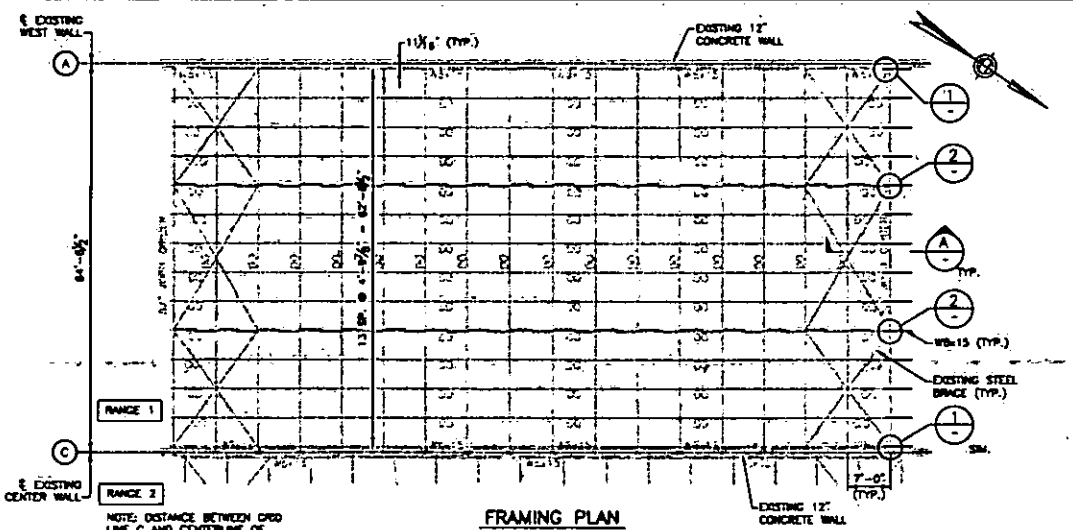
TYP. BAFFLE PLATE-WALL CONN. DETAIL

SCALE: 1½" = 1'-0"

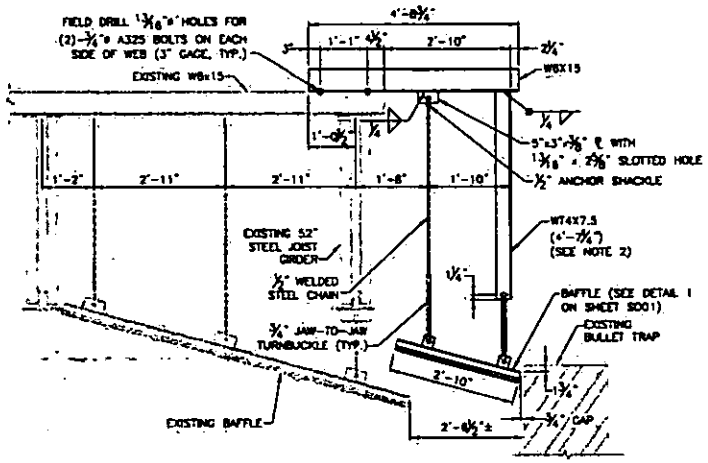
STRUCTURAL NOTES AND DETAILS

S001

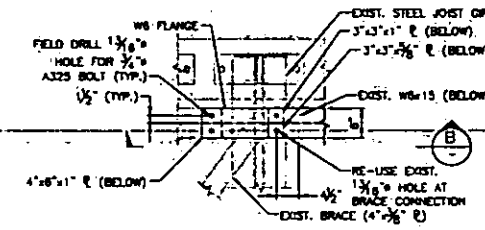
FOR CONSTRUCTION



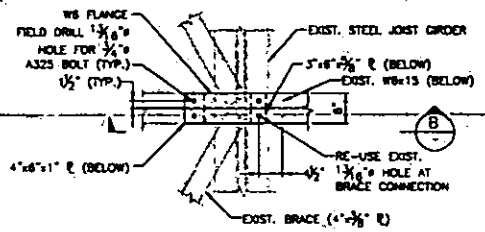
FRAMING PLAN
SCALE: 1" = 10'



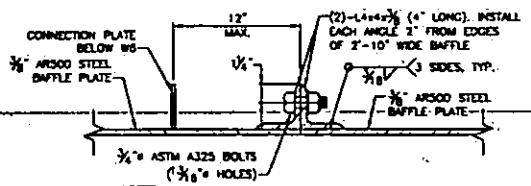
TYPICAL BAFFLE AND SUPPORT FRAMING (A)
SCALE: ¾" = 1'-0"



W6 SUPPORT DETAIL AT END BRACES (1)
SCALE: 1" = 1'-0"

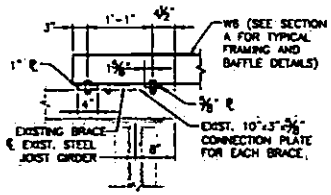


W6 SUPPORT DETAIL AT CENTER BRACES (2)
SCALE: 1" = 1'-0"



NOTE:
WOOD SHEATHING AND BLOCKING NOT SHOWN FOR CLARITY.

TYP. CONN. DETAIL BETWEEN BAFFLE PLATES (3)
SCALE: 3" = 1'-0"



SECTION (B)
SCALE: 1" = 1'-0"

NOTES:

1. AT FIELD-DRILLED HOLES IN EXISTING HOT-DIPPED GALVANIZED STEEL, REPAIR SURFACES WITH AN APPROVED ORGANIC ZINC-RICH REPAIR COMPOUND PER SPECIFICATION SECTION 050513.
2. FIELD VERIFY EXISTING STRUCTURE FOR NEW BAFFLE INSTALLATION PER GENERAL CONDITIONS NOTES ON SHEET S001. LENGTH OF WT SHALL BE ADJUSTED AS NEEDED TO PROVIDE THE DIMENSIONS SHOWN WITH RESPECT TO THE EXISTING BULLET TRAP AND TO MATCH THE ANGLE OF NEW BAFFLE TO THE ANGLE OF ADJACENT EXISTING BAFFLE.

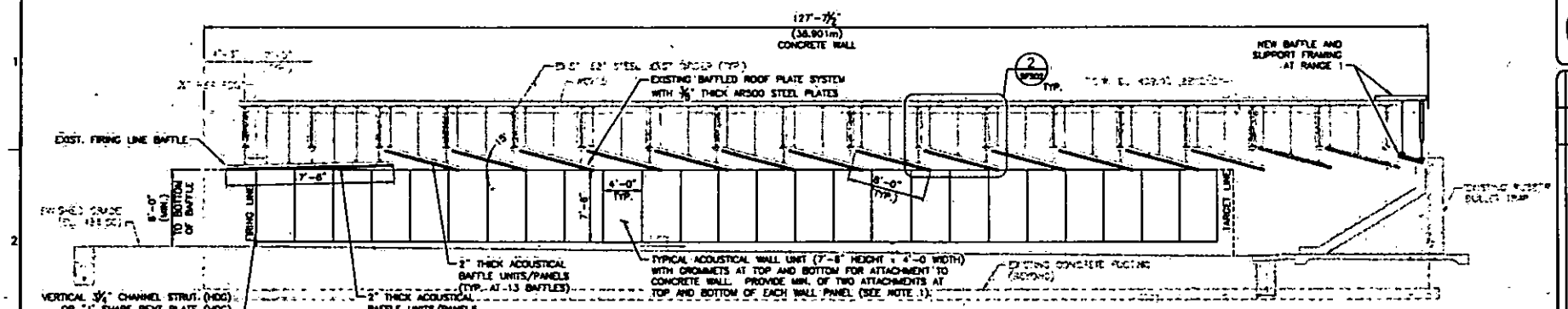
4/15/21

STRUCTURAL FRAMING PLAN AND DETAILS

Sheet Reference Number: SF501

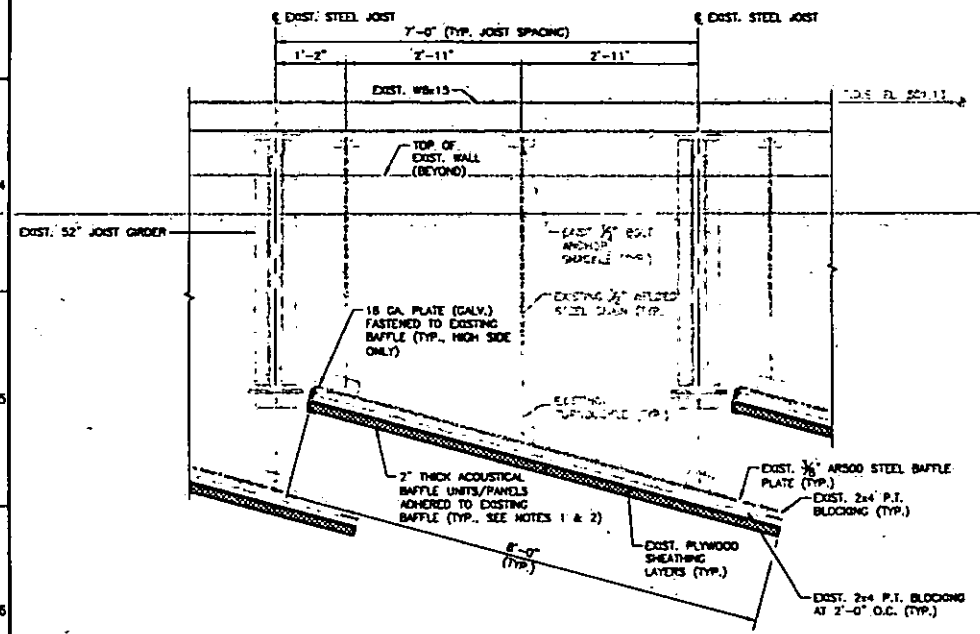
SHEET 1 OF 3

FOR CONSTRUCTION



TYPICAL SECTION THRU FIRING RANGES (1 / SF502)

SCALE: ⅜" = 1'-0"



ACOUSTICAL UNIT DETAIL AT TYPICAL EXIST. BAFFLES (2 / SF502)

SCALE: 1" = 1'-0"

BID ALTERNATES:

BASE BID INCLUDES ALL WORK REQUIRED FOR BAFFLE ADDITION IN RANGE 1, ACOUSTICAL UNITS AT BAFFLES IN RANGE 2 [8000 SQUARE FEET], TARGET SHED AND RANGE NOISE STUDY/ASSESSMENT.

DEDUCT-ALTERNATE #1: REMOVE NEW ACOUSTICAL UNIT WORK AT BAFFLES IN RANGE 2.

DEDUCT-ALTERNATE #2: REMOVE WORK FOR TARGET SHED, CONCRETE PAD AND SITE WORK REQUIRED FOR SHED INSTALLATION. DETAILS ARE SHOWN ON SHEET SF503.

DEDUCT-ALTERNATE #3: REMOVE RANGE NOISE ASSESSMENT/STUDY.

ADD-ALTERNATE #1: ADD WORK FOR NEW ACOUSTICAL UNITS AT SIDEWALLS IN RANGE 2 [1500 SQUARE FEET].

ADD-ALTERNATE #2: ADD WORK FOR NEW ACOUSTICAL UNITS AT BAFFLES IN RANGE 1 [7720 SQUARE FEET]. REMOVE EXISTING BLANKETS FROM BAFFLES.

ADD-ALTERNATE #3: ADD WORK FOR ACOUSTICAL UNITS AT SIDEWALLS IN RANGE 1. REMOVE EXISTING BLANKETS FROM BAFFLES IN RANGE 1 AND RELOCATE TO SIDEWALLS.

NOTES:

1. REFER TO SPECIFICATION SECTION 098433 FOR ADDITIONAL ACOUSTICAL UNIT MATERIAL AND ATTACHMENT REQUIREMENTS.
2. PROVIDE ⅜" OPEN JOINTS CENTERED ON EXISTING JOINTS BETWEEN PLYWOOD PANELS.
3. PROVIDE VELCRO STRIPS ALONG EACH SIDE OF ACOUSTICAL WALL UNITS FOR ATTACHING PANELS TO EACH OTHER.
4. CONTRACTOR SHALL RETAIN THE SERVICES OF AN ACOUSTICAL ENGINEERING CONSULTANT TO EVALUATE NOISE REDUCTION IN THE RANGES WITH THE INSTALLATION OF THE ACOUSTICAL UNITS. PRE-CONSTRUCTION AND POST-CONSTRUCTION NOISE ASSESSMENT/STUDY SHALL BE PERFORMED IN ONE RANGE. SUBMIT FINAL REPORT TO THE NHARNG AT THE COMPLETION OF THE STUDY.

SCALE: ⅜" = 1'-0"

SCALE: 1" = 1'-0"

4/23/21

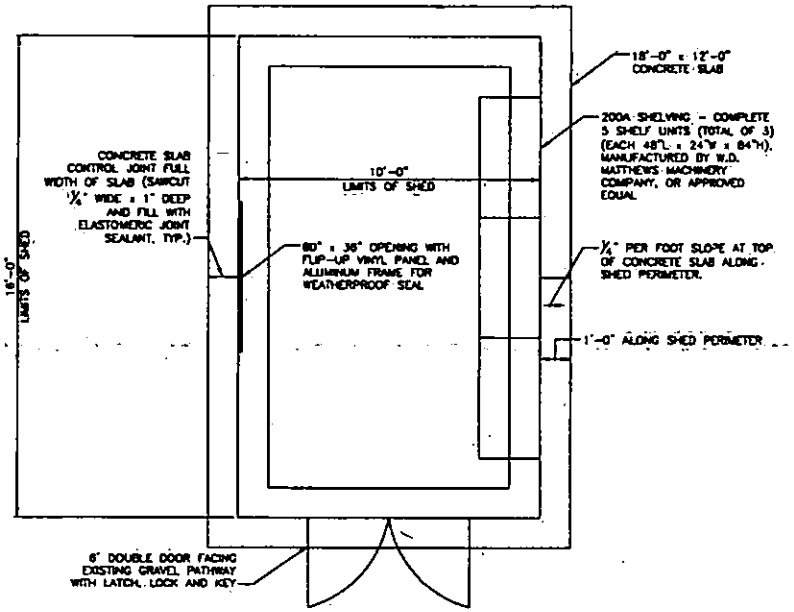
FOR CONSTRUCTION

ACOUSTICAL UNIT DETAILS

Jacobs

Reference number: SF502

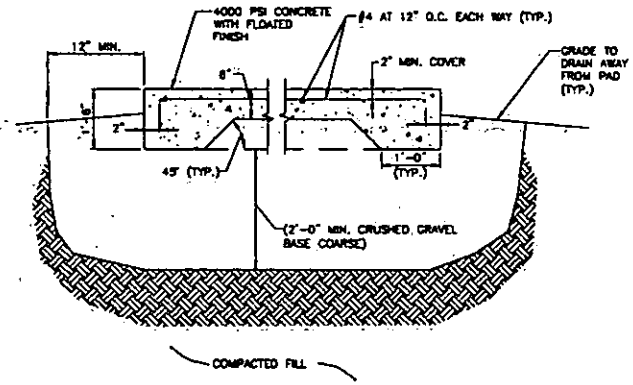
SHEET 1 OF 1



INTERIOR LAYOUT OF TARGET STORAGE SHED (1) SF501

NOT TO SCALE

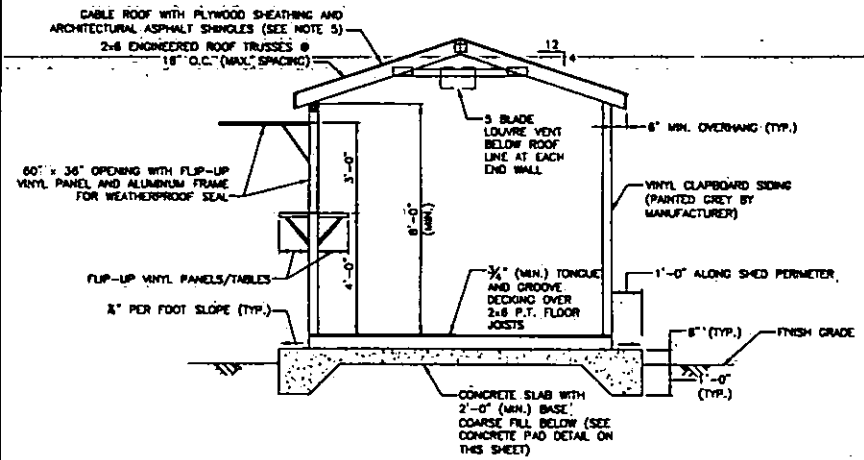
DEDUCT-ALTERNATE #2



CONCRETE PAD DETAIL (3) SF503

NOT TO SCALE

DEDUCT-ALTERNATE #2



SECTION THRU TARGET STORAGE SHED (2) SF503

NOT TO SCALE

DEDUCT-ALTERNATE #2

NOTES:

1. TARGET SHED LOCATION TO BE DETERMINED BY NHWRNC.
2. ALL WOOD FLOOR JOISTS, SHEATHING, AND ALL OTHER FRAMING FOR TARGET SHED SHALL BE PRESSURE-TREATED AND KILN DRY. SHED SHALL BE MANUFACTURED BY REEDS FERRY POST WOODWORKING SHEDS, OR APPROVED EQUAL.
3. ALL HARDWARE FOR DOORS, RAFTER CONNECTIONS AND ALL OTHER METAL SHED COMPONENTS SHALL BE GALVANIZED.
4. SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR THE PREFABRICATED WOOD SHED SHOWING SHED INTERIOR AND EXTERIOR DIMENSIONS, FRAMING LAYOUT, ROOF SYSTEM, DOOR AND LOUVRE SIZES AND TYPES.
5. ARCHITECTURAL SHINGLES SHALL HAVE A MINIMUM 30 YEAR WARRANTY. SUBMIT ALL WARRANTY DOCUMENTATION.

4/20/21

TARGET SHED DETAILS

Sheet Reference Number: SF503

FOR CONSTRUCTION

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

SUBJECT: BAFFLED RANGE CLOSURE PLATE
Center Strafford Training Site, Route 126
Strafford, New Hampshire

The Contract Price

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES will pay the contractor a maximum total of $486,850.00. 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:	$ 426,850.00
Contingency Line	$ 60,000.00
Total contract price:	$ 486,850.00

Terms and Method of Payment

1. 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.

2. 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

Initials: JGA
Date: 4/23/21

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.

3. 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.

4. 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.

5. 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.

6. Retainage will be released at Final Payment.
   a. 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.

7. Payment for Material on Hand:
   a. 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.
   b. 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.

   c. 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

Initials: JAB
Date: 4/23/21

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.

8. Payment for Material not on hand:
   a. The Department will not pay for products and or materials that have not been delivered and stored properly on the construction site.

9. Release of Claims:
   a. 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.

10. Final Payment:
   a. 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.

11. Acceptance of Final Payment Constitutes Release:
   a. 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 warrantees provided by the Contractor with respect to this project.

Initials: JGA
Date: 4/23/21

Invoices will be submitted by the contractor to:

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
BA Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

Initials: JLB
Date: 4/23/21

NORTHEAST EARTH MECHANICS, INC

159 Barnstead Road
Pittsfield, NH 03263
(603) 435-7989 Fax: 435-7950
www.neearth.com

SECRETARY'S CERTIFICATE
REGARDING CORPORATE RESOLUTION

RESOLVED that the Project Manager of this corporation is hereby authorized from time to time, in the name of the corporation to enter into contracts for work to be done with any entity(ies) he deems prudent and to execute and deliver any such agreements and instruments and any related documents in the name of and on behalf of this corporation. The authority given hereunder shall be deemed to be retroactive, and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

I, Crystal L. Marston, Secretary of NorthEast Earth Mechanics, Inc. hereby certify that such corporation is formed under the laws of the State of New Hampshire and that the foregoing is a true copy of a resolution duly and legally adopted by the board of directors of said corporation at a duly convened meeting of said board held on April 23, 2021 and that said resolution has not been amended or revoked and is still in full force and effect.

I further certify that the office referred to in the foregoing resolution is now held by the following person, show signature appears after his name:

Project Manager: Jason C. Babbidge

Signature

Dated: 4/23/2021

Attest: Crystal L. Marston, Secretary

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 NORTHEAST EARTH MECHANICS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 09, 1988. 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: **136326**

Certificate Number: **0005356095**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2021.

William M. Gardner

Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 2/3/2021
Effective Date: 2/3/2021
Business ID: 136326
William M. Gardner
Secretary of State

BUSINESS NAME:	**NORTHEAST EARTH MECHANICS, INC.**
BUSINESS TYPE:	**Domestic Profit Corporation**
BUSINESS ID:	**136326**
STATE OF INCORPORATION:	**New Hampshire**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
159 BARNSTEAD ROAD PITTSFIELD, NH, 03263, USA	**159 BARNSTEAD ROAD PITTSFIELD, NH, 03263, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**Crystal L Marston**
REGISTERED AGENT OFFICE ADDRESS:	**159 BARNSTEAD ROAD Pittsfield, NH, 03263, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / GENERAL CONSTRUCTION	

OFFICER / DIRECTOR INFORMATION

NAME	BUSINESS ADDRESS	TITLE
James N. Locke, Ii	**159 Barnstead Road, Pittsfield, NH, 03263, USA**	**President**
Susan A. Tiede	**159 Barnstead Road, Pittsfield, NH, 03263, USA**	**Secretary**
Susan A. Tiede	**159 Barnstead Road, Pittsfield, NH, 03263, USA**	**Treasurer**
James N Locke, Ii	**170 Peacham Road, Center Barnstead, NH, 03225, USA**	**Director**
Tary D Locke	**170 Peacham Road, Center Barnstead, NH, 03225, USA**	**Director**
Crystal L Marston	**159 BARNSTEAD ROAD, Pittsfield, NH, 03263, USA**	**Director**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Director**
Signature: **Crystal L Marston**
Name of Signer: **Crystal L Marston**

NORTEAR-01 KPETTIT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Davis Agency, LLC
28 Commercial Street
Suite 5
Concord, NH 03301

CONTACT NAME: Kathy Pettit
PHONE (A/C, No, Ext): (603) 856-7176 FAX (A/C, No): (603) 715-1911
E-MAIL ADDRESS: kathy@thedavisagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	
INSURER B : Evanston Insurance Co.	
INSURER C : Underwriters at Lloyd's, London	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NorthEast Earth Mechanics, Inc.
159 Barnstead Road
Pittsfield, NH 03263

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA5198627-16	4/23/2021	4/23/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAA5198635-16	4/23/2021	4/23/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5198637-16	4/23/2021	4/23/2022	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							Prod./Comp. Ops	$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WPA5198638-17	4/23/2021	4/23/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			BINDER/POLLUTION	4/23/2021	4/23/2023	Each Occurrence	5,000,000
C	Prof. Liability			ANE4316797-20	11/4/2020	11/4/2021	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Workers Compensation 3A States: NH, MA, ME.

RE: Baffled Range Closure Plate, Center Strafford Training Site, Route 126, Strafford, NH.

CERTIFICATE HOLDER

Department of Military Affairs and Veterans Services
4 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
Northeast Earth Mechanics, Inc.

159 Barnstead Road
Pittsfield, NH 03263

SURETY *(name and address of principal place of business)*:
Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER *(name and address)*:
Department of Military Affairs and Veteran Services
4 Pembroke Road
Concord, NH 03301

CONSTRUCTION CONTRACT
Effective Date of the Agreement: April 23, 2021
Amount: $486,850.00
Description *(name and location)*: Baffled Range Closure Plate- Center Strafford Training Site, Strafford NH

BOND
Bond Number: NHC 41593
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: April 23, 2021
Amount: $486,850.00
Modifications to this Bond Form: [X] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Northeast Earth Mechanics, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

James N Locke II
Print Name

President
Title

Attest: _____
Signature

_____
Title

SURETY

Merchants Bonding Company (Mutual) *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Andrew Davis
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Michael Mounsey

Commercial Account Executive
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and 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 when applicable to participate in a conference, as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

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

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

5.3 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

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

7.2 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 5; and

7.3 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.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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

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the Owner or its heirs, executors, administrators, successors, and assigns.

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. 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 a declaration of 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 periods of limitations 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 page on which their signature appears.

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 herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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 for the Contractor for 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.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NHC 41593

PAYMENT BOND

CONTRACTOR *(name and address)*:

Northeast Earth Mechanics, Inc.

159 Barnstead Road
Pittsfield, NH 03263

SURETY *(name and address of principal place of business)*:

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER *(name and address)*: Department of Military Affairs and Veteran Services
4 Pembroke Road
Concord, NH 03301

CONSTRUCTION CONTRACT

Effective Date of the Agreement: April 23, 2021
Amount: $486,850.00
Description *(name and location)*: Baffled Range Closure Plate- Center Strafford Training Site, Strafford NH

BOND

Bond Number: NHC 41593
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: April 23, 2021
Amount: $486,850.00
Modifications to this Bond Form: [X] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Northeast Earth Mechanics, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

James N Locke II
Print Name

President
Title

Attest: _____
Signature

_____
Title

SURETY

Merchants Bonding Company (Mutual) *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Andrew Davis
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Michael Mounsey
Commercial Account Executive
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and 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, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. 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.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. 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 herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the 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.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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NHC 41593

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
Northeast Earth Mechanics, Inc.

159 Barnstead Road
Pittsfield, NH 03263

SURETY *(name and address of principal place of business)*:
Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER *(name and address)*:
Department of Military Affairs and Veteran Services
4 Pembroke Road
Concord, NH 03301

CONSTRUCTION CONTRACT
Effective Date of the Agreement: April 23, 2021
Amount: $486,850.00
Description *(name and location)*: Baffled Range Closure Plate- Center Strafford Training Site, Strafford NH

BOND
Bond Number: NHC 41593
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: April 23, 2021
Amount: $486,850.00
Modifications to this Bond Form: [X] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Northeast Earth Mechanics, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

James N Locke II
Print Name

President
Title

Attest: _____
Signature

Treasurer | Secretary
Title

SURETY

Merchants Bonding Company (Mutual) *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Andrew Davis
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Michael Mounsey

Commercial Account Executive
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Davis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of April, 2021.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

NORTHEAST EARTH MECHANICS, INC.

159 Barnstead Road
Pittsfield, NH 03263
(603) 435-7989 Fax: (603) 435-7950
www.neearth.com

SECRETARY'S CERTIFICATE

REGARDING CORPORATE RESOLUTION

RESOLVED that the President of this corporation is hereby authorized from time to time, in the name of the corporation to enter into contracts for work to be done with any entity(ies) he deems prudent and to execute and deliver any such agreements and instruments and any related documents in the name of and on behalf of this corporation. The authority given hereunder shall be deemed to be retroactive, and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

I, Crystal L. Marston, Secretary of NorthEast Earth Mechanics, Inc. hereby certify that such corporation is formed under the laws of the State of New Hampshire and that the foregoing is a true copy of a resolution duly and legally adopted by the board of directors of said corporation at a duly convened meeting of said board held on March 31, 2004 and that said resolution has not been amended or revoked and is still in full force and effect.

I further certify that the office referred to in the foregoing resolution is now held by the following person, show signature appears after his name:

President: James N. Locke, II

Signature

Dated: 4/23/2021

Crystal L. Marston, Secretary
NorthEast Earth Mechanics, Inc.
159 Barnstead Road
Pittsfield, NH 03263
(603) 435-7989

View assistance for SAM.gov

SAM.GOV

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/15/2021 from 8:00 AM to 1:00 PM.

ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

Search Results

Current Search Terms: NORTHEAST EARTH MECHANICS, INC.*

Debarred

Total records:0

Save PDF | Export Results | Print

Result Page:

Sort by Relevance Order by Descending

Your search for NORTHEAST EARTH MECHANICS, INC.* returned the following results...

No records found.

Result Page:

Save PDF | Export Results | Print

GSA

IBM-P-20210314-0806
WWW4

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

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Godin, Ryan

From: DAS: PRCHWEB
Sent: Wednesday, March 10, 2021 4:09 PM
To: Godin, Ryan; DAS: PRCHWEB
Subject: RE: Can you please post the attached RFB. (RFB DMAVS 2021-02- Baffled Range Enclosure)
Attachments: RFB DMAVS 2021-02.pdf

All set my friend!

Your RF(X) request has been posted to our website.
https://das.nh.gov/purchasing/bidscontracts/bids.aspx

Please contact us with any amendments or any changes to this posting.

Corrine E Tatro

Corrine E Tatro, Purchasing Assistant
State of NH, Dept of Administrative Services
Bureau of Purchase and Property
State House Annex RM 102
25 Capitol Street, Concord, NH 03301
PH: 603-271-4308
Fax: 603-271-2700
Prch.web@das.nh.gov

From: Godin, Ryan <Ryan.M.Godin@DMAVS.nh.gov>
Sent: Wednesday, March 10, 2021 3:58 PM
To: DAS: PRCHWEB <PRCH.WEB@das.nh.gov>
Subject: Can you please post the attached RFB. (RFB DMAVS 2021-02- Baffled Range Enclosure)

Good afternoon Purchasing,

I hope you all are well and staying safe. Can you please post RFB DMAVS 2021-02 by the end tomorrow.

The schedule is as following regarding proposals due and reading:

03/11/2021 Bid Solicitation distributed by 4:00 PM EST

03/18/2021 Non-mandatory Walk Thru, 8:00 AM

03/25/2021 Last day for questions, clarifications, and/or requested changes to bid, 10:00 AM

04/01//2021 Agency posts responses to Vendors' questions, 10:00 AM

04/08/2021 10:00 AM (EST) Bid Closing

Also can you please put attachments #1,2,3 in attachment section.

Department of Administrative Services

Procurement and Support Services | Statewide Bids and Proposals

View Contracts

BIDS are currently available for Download via PDF format and *Require Adobe Acrobat Reader 5.0 or higher*) go to the NH.gov Portable Document Format (PDF) Readers page for assistance in obtaining the Adobe Acrobat Free Reader.

Click the Bid # to view the bid details.

Click the contact name to email the contact.

Bid Results are currently available for Download when they have been awarded.

Please click the "Awarded Bid" link under the "Status/Bid Results" column to view the bid results.

Submitting A Bid

Search by Bid#:

Use any one or combination of these search options to search for contracts by:

Bid description contains:

Status/Bid Results: Open

Closing Between Start: End:

Contact: All

Commodity Category contains:

Search | Clear Fields

Indicates a NH Economic Stimulus Project

Export to Excel

Bids are sorted by posted date most current to least current. Click column heading links to change the sort order.

Description	Bid #	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results	Contact	Commodity Category
Graders, Articulated, All Wheel Drive Motor	Bid 133-21			3/23/2021	10:30AM	Open	Haley, Jeffrey	ROAD AND HIGHWAY Equip: EARTH HANDLING, GRADING MOVING, PACKING, Etc
HVAC Maintenance and Repair Services	Bid 2437-21	Attachment 1	Addendum 1 Addendum 2	3/25/2021	10:00AM	Open	Brisson, Erica	Equip MAINT, REPAIR, AND RELATED SERVICES FOR POW GENERATION AND TRANSMISSION Equip
Solicitation for Crane trucks - ANSI Inspection, Maintenance and Repair	RFB DOT 2021-06		Addendum 1	4/1/2021	11:00AM	Open	Walsh, Michael	Equip MAINTENANCE AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUSES AND OTHER VEHICLES
RFQ for On-Demand Archaeologist Services for State-Owned Dams Projects	RFQ DES 2021-09			4/2/2021	4:00PM	Open	Finemore, Kent	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
RFQ for Provision of Final Design Plans, Specifications and Bid Documents for Modifications at Baker River Flood Control Dam - Site 8 in Dorchester/Groton NH	RFQ DES 2021-07			4/2/2021	04:00PM	Open	Finemore, Kent	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
RFQ for On-Demand Architectural Historian Services for State Owned Dams Projects	RFQ DES 2021-08			4/2/2021	04:00PM	Open	Finemore, Kent	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Division of Motor Vehicles Temporary Plate, Application for Title & Electronic Lien Transfer Solution	RFI DOS 2021-01			4/5/2021	4:30PM	Open	Lienhart, Lisa	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Baffled Range Enclosure	RFB DMAVS 2021-02	Attachment 1 Attachment 2 Attachment 3		4/8/2021	10:00AM	Open	Godin, Ryan	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Aerial Lift Inspection, Maintenance and Repair	RFB DOT 2021-07			4/13/2021	11:00AM	Open	Walsh, Michael	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Moodle (Learning Management System) and WordPress Hosting Solution from Division of Fire Standards & Training and EMS	RFP DOS 2021-06	Attachment 1	Addendum 1 Addendum 2	4/15/2021	04:30PM	Open	Cloerh, Heather	CONSULTING SERVICES

Department of Military Affairs and Veteran Services Bid Transmittal Letter

Date: _____

Company Name: _____
Address:
_____
_____
_____

To: Point of Contact: Ryan Godin

Telephone: (603)-227-5094

Email: Ryan.Godin@nh.gov

RE: Bid Invitation Name: Baffled Range Closure Plate

Bid Number: RFB DMAVS 2021-02

Bid Posted Date (on or by): 03/11/21

Bid Closing Date and Time: 04/08/21 @ 10:00 AM (EST)

Dear Vendors:

[Insert name of signor]_____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # RFB DMAVS 2021-02 for Baffled Range Closure Plate at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;

b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

d. Is currently debarred from performing work on any project of the federal government or the government of any state;

e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;

h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2021, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal:

_____

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

REQUEST FOR BID (RFB) FOR BAFFLED RANGE CLOSURE PLATE

THE DEPARTMENT OF MILTARY AFFAIRS AND VETERAN SERVICES

PURPOSE:

The purpose of this bid invitation is to establish a contract for a Baffled Range Closure Plate to the Department of Military Affairs and Veteran Services with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

1. **INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the Bid Form in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize pages one and two of the bid invitation.

2. **DEFINITIONS:**

a. The term **"Consultant"** means the registered Professional Architect or Engineer engaged to develop Plans and Specifications for the Project.

b. The term **"Department"** means The Department of Military Affairs and Veterans Services acting directly or through an authorized representative.

c. The term **"Contractor"** means the party of the second part to the Contract, acting directly or through an authorized lawful agent or employee. The Specifications may be divided into separate headings or divisions to cover various trades in the work, and where trade Contractors are referred to, it has been for convenience only.

d. The terms **"Plans" and "Drawings"** shall be synonymous.

e. The term **"provide"** means to furnish and install a product, materials, systems, and/or equipment, complete in place, fully tested and approved.

f. Wherever the term **"Architect"** is used throughout the Technical Specifications, it shall be understood to mean the "Consultant".

g. The term **"Notice"** as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the Contract, or to his, their, or its duly authorized agent, representative, or officer, or when sent by registered mail to such last known business address.

3. **BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Bids must be submitted in a sealed envelope. Interested parties may submit a bid to the Department of Military Affairs and Veteran Services by email to Ryan.M.Godin@DMAVS.nh.gov. All bids shall be clearly marked with bid number, date due and Agency contact's name.

a. The Bidder is required to bid on all items called for in the proposal, which may include Alternates. For Alternate pricing the Bidder shall set forth in the space provided the amount to be added to or deducted from the Base Bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing the words "no change" in the space provided.
b. The Bidder shall specify a unit price, both in words and figures, for each item called for in this Proposal. All of the words and figures shall be in ink or typed. If a unit price or a lump sum already entered by the Bidder on the Bid Form is to be altered, it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the Bidder: also in ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the Proposal or irregularities of any kind may be rejected by the Department as being incomplete.
c. Bids may be submitted electronically to the Procurement Technician. If the selected bidder submits electronically, the original documents will be required to be submitted to the department.
   i. In the event of discrepancies between the electronic and physical submission, the physical submission shall control.
d. Each bid must contain the full business address of the Bidder and be signed with a legally defining signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership named by one of the members of the partnership or by an authorized representative, followed by the designation of the person signing. Bids by corporation must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature, the word "President," "Secretary," "Agent" or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Department, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
e. Proposals submitted by U.S. Mail, Delivery Service or In Person must be addressed to:

State of New Hampshire
Department of Military Affairs and Veterans Services
c/o
State Business Office

f. Proposals submitted electronically should be emailed to:

Ryan.M.Godin@DMAVS.nh.gov

If you experience difficulties emailing your Bid, or you wish to verify that your bid response has been received, Please Call (603) 227-5094.

4. **BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Department of Military Affairs and Veteran Services by the time and date as specified in the timeline below. Questions shall not be submitted to anyone other than the Department of Military Affairs and Veteran Services representative identified below. Bidders that submit questions verbally or in writing to any other State entity,

NH National Guard entity, State personnel or NH National Guard personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Andrew Nash, Engineering Technician at the following address: Andrew.nash1.nfg@mail.mil

Vendor shall include complete contact information including the vendor's name, contact name, telephone number, fax number and email address.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **WITHDRAWL OF BIDS:**

Bids may be withdrawn upon written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

6. **BID DUE DATE:**

All bid submissions shall be received at the Department of Military Affairs and Veteran Services no later than the date and time shown on the transmittal letter of this RFB. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to the Department of Military Affairs and Veteran Services may be grounds for disqualification.

7. **SUBSTITUTIONS:**

Where the bidding documents stipulate particular products, substitution requests will ONLY be considered before receipt of bids.

8. **ADDENDA:**

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, the Department of Military Affairs and Veteran Services shall post on its web site any Addenda. Before submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is https://apps.das.nh.gov/bidscontracts/.

9. **TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates on the following page "no later than" dates.

03/11/2021	Bid Solicitation distributed by 4:00 PM EST
03/18/2021	Non-mandatory Walk Thru, 8:00 AM
03/25/2021	Last day for questions, clarifications, and/or requested changes to bid, 10:00 AM
04/01//2021	Agency posts responses to Vendors' questions, 10:00 AM
04/08/2021	10:00 AM (EST) Bid Closing

10. **TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the RFB is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor in the bid are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

11. **CONTRACT TERM:**

The term of the contract shall commence upon approval of the Governor and Executive Council, whichever is later, through May 31, 2022.

12. **CONTRACT SECURITY:**

The successful Bidder, at the time of the execution of the Contract, must deposit with the Department Surety in the sum equal to one hundred percent (100%) of the amount of the Contract as required by RSA 447:16. The form of Bond shall be that provided for by the Department and the Surety shall be acceptable to the Department. The Contract Bond must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. In addition, the Company issuing the bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury, Financial Management Services, and Circular Number 570.

13. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:**

The contractor shall deliver to the Department at the time of execution of the Contract, certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will mail to the Department ten (10) days notice of cancellation, alteration of material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Department, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a Company licensed to do business in the State of New Hampshire at the time the policy is issued. In addition, the company must have a rating of no less than B+ based on the current A.M. best rating guide.

The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

No operations under this Contract shall commence until certificates of insurance attesting to the below listed minimum requirements have been filed with the Department, approved by the Attorney General, and the Contract approved by the Governor and Council.

a. Workers' Compensation in accordance with the State of New Hampshire statutory requirements.
   i. Employer's Liability:
      $100,000 Each Accident
      $500,000 Disease-policy limits;
      $100,000 Disease- each employee

b. Commercial General Liability;
   i. Occurrence Form, to include Contractual Liability (see Indemnification Clause), Explosion, Collapse, and Underground coverages.
      Limits of Liability:
      $1,000,000 Each Occurrence Bodily Injury & Property Damage;
      $2,000,000 General Aggregate – Include Per Project Aggregate Endorsement
      $2,000,000 Products/Completed Operations Aggregate

OR

c. Commercial General Liability Form; to include Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability (see Indemnification Clause 11). Collapse and Underground, Medical Payment coverage's (Broad Form Comprehensive GL Endorsement)
   Limits of Liability:

$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage

d. NOTE: If blasting and/or demolition are required by the Contract, the Contractor or subcontractor shall obtain the respective coverage and shall furnish to the Department a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.

e. Owner's Protective Liability coverage for the benefit of the Department of Military Affairs and Veteran's Services:

Limits of Liability:
$1,000,000 Combined
$1,000,000 Aggregate

f. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.

Limits of Liability:
$1,000,000 Combined Single Limit for Bodily Injury & Property Damage.

g. Commercial Umbrella Liability

Limits of Liability:
$1,000,000 Each occurrence
$1,000,000 Aggregate

h. Builder's Risk Insurance (Fire and Extended Coverage):

The Contractor shall insure the work included in the Contract on an "All Risk" basis, on one hundred percent (100%) completed value basis of the contract. Builder's Risk coverage shall include materials located on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State Agency and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors. Subcontractors or other parties employed on the premises.

i. Indemnification:

The Contractor shall indemnify, defend, and save harmless the State of New Hampshire and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Contractor or subcontractors in the performance of work covered by the contract. This covenant shall survive the termination of the contract. 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 by the State.

14. **CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest total bid on the bid form. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

15. **NON- COMMITMENT:**

Notwithstanding any other provision of this RFB, this RFB does not commit the Agency to award a contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFB; and to solicit new Bids under a new acquisition process.

Funds to support the anticipated contract are provided by the Federal Government and administered under an existing Federal-State Agreement. Under the Agreement, the State of New Hampshire – Department of Military Affairs and Veterans Services provides these services and the Federal Government reimburses the State for the costs related to the services at the rate of 100%. In the event that Federal Funds are not available for this contract, the contract will not be awarded.

16. **NON-EXCLUSIVE CONTRACT:**

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Bid or make an award by item, part or portion of an item, group of items, or total Proposal.

17. **NOTIFICATION AND AWARD OF CONTRACT(S):**

On the closing date for bids, the Department will hold a public bid opening. For Vendors wishing to attend the public bid opening, the names of the vendors submitting responses and pricing shall be made public. Bid results shall not be given by telephone. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on the State of New Hampshire Purchase and Property website.

18. **LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

19. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

Information submitted in response to this RFB is subject to public disclosure To the extent consistent with under applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), after the award of a contract by G&C. At the time of closing date for bid responses, the Department will hold a public bid opening at which it shall disclose the name of the bidders which submitted timely bids and the prices offered. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to bids, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded., the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of

portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

Notwithstanding a Vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a bid proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information. By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

By submitting a proposal, Vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;

- The State is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFBs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFBs be posted online. By submitting a bid, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFB), any contract resulting from this RFB that is submitted to G&C for approval will be made accessible to the public online via the State's website.

20. **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed VENDOR CERTIFICATIONS:

All Vendors shall be duly registered with the State of New Hampshire as a vendor. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire AND in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://sos.nh.gov/Corp_Div.aspx

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor shall be required to submit proof of insurance in accordance with the outlined coverages in 12 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

21. **BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

The selected contractor is to obtain and pay for all construction licenses, permits, and fees as may be required by law for construction of State's facility, and pay for all fees and charges, and use of the property other than the site of the work for storage of materials or other purposes.

The selected Contractor is to 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.

ADD - Verbal Bid

22. **AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

23. **PAYMENT:**

Payment method ACH. Payments shall be made via ACH unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:
https://www.nh.gov/treasury/state-vendors/index.htm

24. **INVOICING:**

Invoices shall be submitted to the corresponding State agency in accordance with the Exhibit C Method of Payment.

25. **TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

26. **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: https://das.nh.gov/Purchasing/vendorresources.aspx.

It is a prospective Vendor's responsibility to access our VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: https://apps.das.nh.gov/bidscontracts/bids.aspx.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Department of Military Affairs and Veteran Services with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and

- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

27. **IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature (witnessed by a Notary Public or Justice of the Peace)

Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

Section 1.13 Acknowledgement (completed or verified by the Notary Public or Justice of the Peace)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

28. **SPECIFICATIONS:**

Complete specifications required are detailed in the Exhibit B-SCOPE OF SERVICES, Exhibit D- PROJECT SPECIFICATIONS, and Exhibit E- PROJECT DRAWINGS sections of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29. **SITE VISITATION:**

Bidders will ONLY be allowed to visit the site at the published date and time in the RFB. These are active military installations and unscheduled site visits are not authorized. Whether or not a contractor attends a site visit, their bid is a statement that they have ascertained pertinent local conditions; such as location, accessibility and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid.

A non-mandatory bidder's conference (walk-through) will be held at 8:00 a.m. on 3/18/2021.

30. **WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

31. **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

32. **OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices outlined on the following BID FORM, in complete accordance with the general and detailed specifications included herewith.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BID FORM

BID OPENING
Date: April 7, 2021
Time: 2:00 p.m.

Subject: Baffled Range Closure Plate
Center Strafford Training Site, Route 126
Strafford, New Hampshire

Contract Price Numerical Bid $_____
Verbal Bid _____

Allowance for unforeseen conditions and/or Owner initiated Changes $ *40,000.00*
Forty Thousand Dollars

TOTAL BID AMOUNT Numerical Bid $_____
Verbal Bid _____

Deduct alternate #1
Remove new acoustical unit work at baffles in range #2
Numerical Bid $_____
Verbal Bid _____

Deduct alternate #2
Remove work for new target shed including concrete pad and site work
Numerical Bid $_____
Verbal Bid _____

Deduct Alternate #3
Remove range noise assessment / study
Numerical Bid $_____
Verbal Bid _____

Add Alternate #1
Add new acoustical units at sidewalls in range #2
Numerical Bid $_____
Verbal Bid _____

Add Alternate #2
Add new acoustical units at baffles in range #1
Numerical Bid $_____
Verbal Bid _____

Add alternate #3
Add acoustical units at sidewalls in range #1
Numerical Bid $_____
Verbal Bid _____

33. **VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

Contact Person	Local Telephone Number	Toll Free Telephone Number

E-mail Address	Company Website

Vendor Company Name	Vendor Address

34. **PROJECT LOCATION(S):**

Center Strafford Training Site, Route 126, Strafford, New Hampshire

35. **ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

Attachment 1: Sample P-37 Form

Exhibit A- Special Provisions

Exhibit B- Scope of Services

Exhibit B Attachment 1- Project Specifications

Exhibit B Attachment 2- Project Drawings

Exhibit C- Method of Payment

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which

may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFB DMAVS 2021-02

Baffled Range Closure Plate

ADDENDUM #1

Posted: 3/25/2021

DATE OF BID CLOSING: 4/08/2021 TIME OF BID CLOSING: 10:00AM

Currently Bids Reads:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BID FORM

BID OPENING
Date: April 7, 2021
Time: 2:00 p.m.

Bids must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BID FORM

BID OPENING
Date: April 8, 2021
Time: 10:15 a.m.

PLEASE NOTE: UPDATED BID FORM CAN BE FOUND UNDER ATTACHEDMENT#4 UNDER RFB.

NOTE: ALL CHANGES TO BID SOLICATION NOTED IN ADDEDUMS WILL SUPERSEDE PREVIOSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

POC for this Addendum is Ryan Godin Procurement Technician, 603-227-5094, ryan.m.godin@dmavs.nh.gov.