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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 31, 2023

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

REQUESTED ACTION

- 1). Authorize the Department of Administrative Services to enter into a contract with Optimum Building Systems, LLC (VC#205943), Litchfield, New Hampshire, for a total price not to exceed \$459,020 for commercial siding replacement services, effective upon Governor and Executive Council approval through November 30, 2024, unless extended in accordance with the contract terms. **100% Federal Funds**
- 2). Further authorize that a contingency in the amount of \$41,900 be approved for any unforeseen needs or latent conditions that may arise during the construction process, bringing the total to \$500,920. **100% Federal Funds.**
- 3). Further authorize the amount of \$10,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering services provided, bringing the total to \$510,920. **100% Federal Funds**

Funding is available in account titled Department of Plant and Property as follows:

Activity Number: 00FRF602GS1401A Category: CRF14

01-14-14-141510-26640000 ARPA – Deferred Maintenance	
048-500226 – Contractual Maint Build-Grn – Constructoin	\$ 459,020
01-14-14-141510-26640000 ARPA – Deferred Maintenance	
048-500226 – Contractual Maint Build-Grn – Contingency	\$ 41,900
01-14-14-141510-26640000 ARPA – Deferred Maintenance	
048-500226 – Contractual Maint Build-Grn – DPW Fees	<u>\$ 10,000</u>
Grand Total	\$ 510,920

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued request for bid (RFB) 2793-24 on September 29, 2023, with responses due on October 13, 2023. The bid reached 474 potential vendors using the NIGP electronic sourcing platform with an additional 25 directly sourced. The DAS also included the New Hampshire Department of Transportation Prequalified Contractor List in the dissemination of this bidding opportunity. There were 3 compliant responses received for this requested contract with Optimum Building Systems, LLC submitting the lowest pricing for the lump sum project cost. It is the DAS' intent to enter into contract with Optimum Building Systems, LLC including the Alternative panel layout as described within RFB 2793-24.

The purpose of this request is to seek approval to enter into contract providing commercial siding replacement services, installing metal siding over existing EIFS system at the State of New Hampshire Division of Motor Vehicles location. The recommended contractor Optimum Building Systems, LLC. has participated in other State construction projects as a subcontractor and is currently supporting PC Construction Company with the construction of the Secure Psychiatric Unit Forensic hospital recently approved by the Governor and Executive Council on June 28, 2023, Item #277. This will be Optimum Building System's first engagement as a primary contractor with the State of New Hampshire.

Upon approval, the agency will coordinate with the awarded contractor to establish a schedule which allows for agency supervised access to perform necessary repairs to the building envelope and the installation of metal siding providing protection from further deterioration and moisture intrusion for years to come. All work will be performed in strict accordance with the contract, all applicable laws/building codes, and under the supervision of the State of New Hampshire Department of Public Works. This work will employ the competencies of general construction in adherence to established national standards including but not limited to the American National Standards Institute/Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC) S520, the National Fire Protection (NFPA), North American Insulation Manufacturers Association (NAIMA), and the US Green Building Council (USGBC).

The recommended price limitation of \$500,920 represents a firm fixed cost associated with the requirements of RFB 2793-24 and resultant contract. The price limitation contains an Alternative Panel layout of \$22,520, an allowance of \$40,000, and a contingency of \$41,900 or 10%. This recommended price limitation has been established to account for any unforeseen needs or latent conditions that may arise during the construction process. It is important to note that the recommended price limitation represents a cost savings of approximately \$75,000 as compared to the DAS budget projections as well as a cost avoidance exceeding \$200,000 when compared to the 2nd low bidder Integrated Facilities Construction Corp.

The following table represents firm costs associated with this requested contract with Optimum Building Systems, LLC.

Contract Financials	
Description	Lump Sum Cost
Lump sum offer, complete project scope. Metal siding Installation over existing EIFS system	\$396,500.00
Allowance 01: Fixed amount included in Contract	\$ 40,000.00
Alternative panel layout and trim components as shown on Sheet A203.1	\$ 22,520.00
Project Contingency (available at the State's sole option)	\$ 41,900.00
Grand Total	\$500,920.00
DPW fees	\$10,000.00
Department Estimate	\$585,000.00
Under Estimate	\$74,080.00

Based on the foregoing, I am respectfully recommending approval of the contract with Optimum Building Systems, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB 2793-24

Bid Description	Metal Siding Installation over EIF	Agency	DAS
RFB#	2793-24	Requisition#	N/A
Agent Name	Mathew Stanton	Bid Closing	10/13/2023 @ 10:00 AM

RFB 2793-24 Response Results			
Lump Sum Cost	Optimum Building Systems, LLC	Integrated Facilities Construction Corp.	Triple Construction
Lump sum offer, complete project scope as contained within RFB 2793-24			
Metal siding Installation over existing EIFS system	\$ 396,500.00	\$ 644,700.00	\$ 971,234.00
Allowance 01: Fixed amount included in Contract	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Subtotal: Lump sum bid and allowance 01	\$ 436,500.00	\$ 684,700.00	\$ 1,011,234.00
Add alternative panel layout and trim components as shown on Sheet A203.1	\$ 22,520.00	No-Bid	\$ 32,100.00
Add contingency	\$ 41,900.00		
Recommended price limitation	\$ 500,920.00		

Statewide Contract or Amendment	N/A DPW project	
Term of Contract	G&C approval through 11/30/2024	
Price Limitation	\$500,920.00	
Number of Solicitations Received	3	
Number of LATE BID Solicitations Received	0	
Number of NO BID Responses Received	0	
Number of Sourced bidders	25	
Number of NIGP Vendors Sourced	474	
Number of non-responsive bidders	496	
P-37 Checklist Complete	Yes	
D&B Report Attached	Yes	
Method of Payment (P-card/ACH)	ACH	
FOB Delivered	Yes	
Total Cost Savings (\$)	\$75,000.00	Compared to Budget

Special Notes:

This recommended price limitation has been established to account for any unforeseen needs or latent conditions that may arise during the construction process. It is important to note that the recommended price limitation represents a cost savings of approximately \$75,000 as compared to the DAS budget projections as well as a cost avoidance exceeding \$200,000 when compared to the 2nd low bidder Integrated Facilities Construction Corp.

FORM NUMBER P-37 (version 2/23/2023)

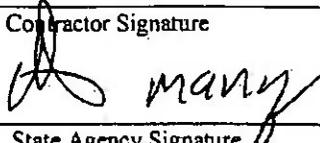
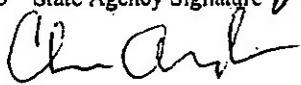
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Optimum Building Systems, LLC		1.4 Contractor Address 12 Colby Rd, Litchfield, NH, 03052	
1.5 Contractor Phone Number 1-603-715-2893	1.6 Account Unit and Class Various	1.6 Completion Date November 30, 2024	1.8 Price Limitation \$500,920.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rene Theroux, Manager	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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: <i>Duncan A. Edgar</i> On: January 30, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 12/20/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date

12/21/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2 For purposes of paragraph 12, 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.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials 
Date 12/21/23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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



Date

12/21/23

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date

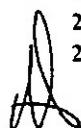

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EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Optimum Building Systems, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Commercial Siding Replacement services installing metal siding over existing EIFS system at the State of New Hampshire DMV location in accordance with the bid submission in response to State Request for Bid #2793-24 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- 2.1.2. EXHIBIT A Special Provisions
- 2.1.3. EXHIBIT B Scope of Services
- 2.1.4. EXHIBIT C Method of Payment
- 2.1.5. EXHIBIT D RFB 2793-24
- 2.1.6. EXHIBIT E Contractor's Bid Response
- 2.1.7. EXHIBIT F Design Layout and Product Specifications
- 2.1.8. EXHIBIT G ARPA Requirements

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2793-24," (5) EXHIBIT E "Contractor's Bid Response," (6) EXHIBIT F "Design Layout and Product Specifications," EXHIBIT G "ARPA Requirements."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon execution by the Governor & Executive Council (the "effective date") and issue of a Notice to Proceed (NTP) by the Department of Public Works (DPW) shall continue thereafter until the DPW provides documentation of successful completion. The term of the contract shall be through November 30, 2024, a period of approximately one (1) year.
- 3.2. The contract may be extended under the same terms, conditions, and pricing structure at the sole discretion of the State and approval of the Governor & Executive Council.

4. PROJECT PLAN:

4.1. Prior to commencement of any work all substantive deliverables shall be mutually agreed upon by the State and Contractor. The basis of the agreement shall result from submittal of a holistic detailed master project plan for all phases of each awarded project location to be furnished by the Contractor within 30 days after receipt of executed contract.

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SCOPE OF WORK:

5. GENERAL CONTRACT REQUIREMENTS:

- 5.1. 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 in compliance with applicable Federal, State, and Local codes.
- 5.2. 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.
- 5.3. 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 final and complete revision at the time of Contract execution unless specifically identified, except where otherwise indicated.
- 5.4. Where no explicit quality or standards for materials or workmanship is established for work, such work is to be consistent with the best quality workmanship standards of the applicable trade.
- 5.5. All manufactured articles, materials, and equipment shall be applied, assembled, 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.
- 5.6. The drawings are made to scale as identified therein, but all working dimensions shall be taken from the figured dimensions and by actual measurements at the job, in no case by scaling. The Contractor shall study and compare all of the drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his/her 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 Contract Administrator.
- 5.7. All drawings and specifications and copies thereof are the property of the State and shall not be used by the Contractor or Subcontractor on other projects.
- 5.8. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.9. The purpose of this contract is for Commercial Siding Replacement services installing metal siding over existing EIFS system at the State of New Hampshire DMV location with services indicated herein.
- 5.10. The Contractor agrees to install metal siding over existing failing EIFS system on Division of Motor Vehicles Building including the Discipline(s) of: Thermal and Moisture Protection
- 5.11. Please see EXHIBIT F Design Layout and Product Specifications

6. NOTICE

- 6.1. 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, partnership or corporation constituting the other party to the Contract, or to his/her, their, or its duly authorized agent, representative, or officer, or when sent by registered mail to such last known business address. The last known business address shall be that location which is last provided in writing.
- 6.2. The parties shall provide their physical location/address, mailing address, telephone number, fax number, and, where available, pager number(s), email address(es), and other methods of contact for all persons associated with the Contract.

7. ACCESS TO THE WORK

- 7.1. The Contractor shall provide for access to the work, at all times, for observation and/or inspection by the Department, Architect, Consultant, Engineer, and government officials having jurisdiction. The Contractor shall provide proper facilities for such access and inspection.

8. ACCIDENT PROTECTION

8.1. 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, any Subcontractors, or Independent Contractors 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 the laborer's health or 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, as may be revised from time to time. 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.

9. HAZARDOUS MATERIALS

- 9.1. 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.
- 9.2. 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 Contract Administrator 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 State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.
- 9.3. 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 Contract Administrator so that a proper identification of the materials may be made, and disposal procedures initiated as required.
- 9.4. Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required to dispose of these materials and any remedial work shall be performed under a Supplemental Agreement or Contract item, if included in the Contract.

10. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

10.1. PLAN REQUIREMENTS

- 10.1.1. Construction Waste Management Plan shall be developed with the following intent:
- 10.1.1.1. Divert construction, demolition, and land clearing debris from landfill disposal.
 - 10.1.1.2. Redirect recyclable material back to manufacturing process.
 - 10.1.1.3. Develop and implement a Construction Waste Management plan with the following.
 - 10.1.1.4. Divert 75 % of Project generated waste from landfills.

10.2. SUBMITTALS

- 10.2.1. Submittal Procedures: Requirements for submittals.
- 10.2.2. Construction Plan: Create construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
- 10.2.2.1. Project specific analysis of the projected jobsite waste to be generated. Include materials and estimated quantities (weight/volume) of projected waste.

- 10.2.2.2. Construction waste materials anticipated for recycling and adaptive reuse.
- 10.2.2.3. On site sorting and site storage methods.
- 10.2.2.4. Name and location of landfill(s) to be used.
- 10.2.2.5. Certification from the landfill of ability to receive the types of waste to be generated and of sufficient capacity to accept the waste.
- 10.2.2.6. Transportation company hauling construction waste-to-waste processing facilities.
- 10.2.2.7. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
- 10.2.3. Submit documentation with each application for payment substantiating that the construction waste management plan goals are being achieved. Include the following information:
 - 10.2.3.1. Material category
 - 10.2.3.2. Trash: Quantity by weight deposited in landfills.
 - 10.2.3.3. Salvaged, recovered and recycled material: Quantity by weight with destination for each type of material salvaged or recovered for resale, recycling, or adaptive-reuse.
- 10.2.4. If there is no waste report then a signature on the requisition stating that there was no waste is required on the requisition form.
- 10.3. CLOSEOUT SUBMITTALS
 - 10.3.1. Execution Requirements: Requirements for submittals.
 - 10.3.2. Waste Management final report: Prior to Completion, submit a written Waste Management Final report summarizing the types and quantities of materials recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities. Include the following:
 - 10.3.2.1. Material category
 - 10.3.2.2. Total quantity of waste, by weight
 - 10.3.2.3. Quantity of waste salvaged, both estimated and actual, by weight
 - 10.3.2.4. Quantity of waste recycled, both estimated and actual, by weight
 - 10.3.2.5. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste. (Compare to minimum requirement of 75% by weight of waste.)
- 10.4. CONSTRUCTION WASTE MANAGEMENT PLAN
 - 10.4.1. Construction Waste Landfill Diversion: Minimum 75 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.
 - 10.4.2. Implement construction waste management plan at start of construction.
 - 10.4.3. Review construction waste management plan at pre-construction meeting and progress meetings.
 - 10.4.4. Distribute the Construction Waste Management Plan to subcontractors and others affected by Plan Requirements.
 - 10.4.5. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
 - 10.4.6. Manager: The Contractor shall designate on-site personnel responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
- 10.5. CONSTRUCTION WASTE RECYCLING
 - 10.5.1. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center.
 - 10.5.2. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
 - 10.5.3. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
 - 10.5.4. Materials recommended for recycling include:
 - 10.5.4.1. Packing materials including paper, cardboard, foam plastic, and sheeting.

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- 10.5.4.2. Recyclable plastics.
- 10.5.4.3. Organic plant debris.
- 10.5.4.4. Earth materials.
- 10.5.4.5. Native stone and granular fill.
- 10.5.4.6. Concrete and Asphalt paving.
- 10.5.4.7. Wood with and without embedded nails and staples.
- 10.5.4.8. Glass, clear and colored types.
- 10.5.4.9. Metals.
- 10.5.4.10. Gypsum products.
- 10.5.4.11. Acoustical ceiling tile.
- 10.5.4.12. Carpeting.
- 10.5.4.13. Equipment oil.

11. CONSTRUCTION WASTE COLLECTION

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

12. CONSTRUCTION WASTE DISPOSAL

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

13. TEMPORARY FACILITIES AND CONTROLS

- 13.1. TEMPORARY ELECTRICITY: State will pay cost of energy used. Exercise measures to conserve energy. Utilize State's existing power service.
- 13.2. Permanent convenience receptacles may be utilized during construction.
- 13.3. TELEPHONE SERVICE: Provide and pay for a mobile smart phone for the on-site Superintendent.
- 13.4. The Superintendent may use a company cell phone or personal mobile phone to fulfill this requirement.
- 13.5. TEMPORARY WATER SERVICE: State will pay cost of temporary water. Exercise measures to conserve energy. Utilize State's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
- 13.6. TEMPORARY SANITARY FACILITIES: Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.
- 13.7. FIELD OFFICES AND SHEDS: Do not use permanent facilities for field offices or for storage.
- 13.8. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
- 13.9. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove when no longer needed.
- 13.10. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
- 13.11. Exterior Materials: Weather resistant, finished in one color acceptable to the Contract Administrator.

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- 13.12. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
- 13.13. Lighting for Offices: 50 ft C (538 lx) at desk top height, exterior lighting at entrance doors.
- 13.14. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area.
- 13.15. Interior Materials in Storage Sheds: As required, to provide specified conditions for storage of products.
- 13.16. Environmental Control:
- 13.16.1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions.
- 13.16.2. Storage Spaces: Heating and ventilation as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of products.
- 13.16.3. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products.
- 13.17. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.
- 13.18. Installation:
- 13.18.1. Install office spaces ready for occupancy prior to start of construction.
- 13.18.2. Employee Residential Occupancy: Not allowed on State's property.
- 13.19. Maintenance And Cleaning:
- 13.19.1. Maintain approach walks free of mud, water, and snow.
- 13.20. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.
- 13.21. VEHICULAR ACCESS: Revise vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow. Coordinate traffic flow changes with the Contract Administrator and Using Agency.
- 13.21.1. Location as approved by the Contract Administrator and Using Agency.
- 13.21.2. Maintain unimpeded access for emergency vehicles.
- 13.21.3. Provide and maintain access to fire hydrants and control valves free of obstructions.
- 13.22. PARKING: Parking areas to accommodate construction personnel: location to be determined by Contract Administrator and Using Agency.
- 13.22.1. When site space is not adequate, provide additional off-site parking.
- 13.22.2. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- 13.22.3. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- 13.22.4. Do not allow heavy vehicles or construction equipment in parking areas.
- 13.23. Repair: Repair existing facilities damaged by use, to original condition.
- 13.24. PROGRESS CLEANING AND WASTE REMOVAL
- 13.24.1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- 13.24.2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- 13.24.3. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.
- 13.24.4. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- 13.25. PROJECT IDENTIFICATION
- 13.25.1. Project Identification Sign: One painted sign of construction and design as shown in sample attached to end of specification section One painted sign, 32 sqft (3 sqm) area, bottom 6 feet 2 m) above ground.
- 13.25.1.1. Content: Specific information to be determined after Award of Contract.

- 13.25.1.2. Project number, title, logo and name of State Entity as indicated on Contract Documents.
 - 13.25.1.3. Names Commissioner and Governor.
 - 13.25.1.4. Names and titles of Architect/Engineer and Consultants.
 - 13.25.1.5. Name of Prime Contractor [and major Subcontractors].
 - 13.25.1.6. Contract Amount.
 - 13.25.1.7. Legislation that authorized project.
 - 13.25.1.8. Graphic Design, Colors, Style of Lettering: As shown in attached sample at end of specification section.
 - 13.25.1.9. Lettering: Typeface – Times New Roman, Univers, Arial or CG Omega.
 - 13.25.1.10. Project Informational Signs:
 - 13.25.1.11. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet (30 m) distance.
 - 13.25.1.12. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
 - 13.25.2. No other signs are allowed without State permission except those required by law.
 - 13.25.3. Coordinate signage location(s) with Contract Administrator and Using Agency.
 - 13.25.4. Design sign and structure to withstand 60 miles/hr (100 km/hr) wind velocity.
 - 13.25.5. Sign Painter: Experienced as professional sign painter.
 - 13.25.6. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
 - 13.25.7. Show content, layout, lettering, color,
 - 13.25.8. Sign Materials:
 - 13.25.8.1. Structure and Framing: new materials, structurally adequate.
 - 13.25.8.2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum ¼ inches (19 mm) thick, standard large sizes to minimize joints.
 - 13.25.8.3. Rough Hardware: Galvanized
 - 13.25.8.4. Paint and Primers: Exterior quality, two coats; sign background of white color.
 - 13.25.8.5. Lettering: Exterior quality paint, black.
 - 13.25.8.6. Lettering: Pre-cut vinyl self-adhesive products, black
 - 13.25.9. Installation:
 - 13.25.9.1. Install project identification sign prior to start of construction.
 - 13.25.9.2. Erect at designated location.
 - 13.25.9.3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 13.25.9.4. Install sign surface plumb and level, with butt joints. Anchor securely.
 - 13.25.9.5. Paint exposed surfaces of sign, supports, and framing.
 - 13.25.10. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
 - 13.25.11. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.
- 13.26. BARRIERS
- 13.26.1. Provide barriers to prevent unauthorized entry to construction areas to allow for State's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
 - 13.26.2. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
 - 13.26.3. Provide protection for plants designated to remain. Replace damaged plants.
 - 13.26.4. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

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13.27. ENCLOSURES AND FENCING

- 13.27.1. Construction: Contractor's option.
- 13.27.2. Provide fencing to keep public out of active construction areas of operation.
- 13.27.3. Provide protective enclosures over walkways and entrances to protect public from adjacent or overhead construction operations.

13.28. SECURITY

- 13.28.1. Entry Control:
 - 13.28.1.1. Maintain log of workers and visitors, make available to State on request.
 - 13.28.1.2. State will control entrance of persons and vehicles related to State's operations.

13.29. NOISE CONTROL

- 13.29.1. Provide methods, means, and facilities to minimize noise produced by construction operations.
- 13.29.2. Comply with City of Concord's noise Ordinance.

13.30. POLLUTION CONTROL

- 13.30.1. 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.

13.31. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- 13.31.1. Clean and repair damage caused by installation or use of temporary work.
- 13.31.2. Restore existing [and permanent] facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- 13.31.3. DPW will provide the graphic for required signs at the pre-construction meeting.

14. SUBMITTAL PROCEDURES

- 14.1. Contractor to provide and maintain a collaborative, secure, online software for electronic exchanging, reviewing, and archiving construction submittals, RFI's and other design and construction communications. This software is for the use of the Contract Administrator, Clerk of the Works, Owner's Representatives, Architect/Engineer and special consultants and shall allow privileges to read and write. Submittal Exchange is the preferred software supplier, or equal, as approved by the Contract Administrator.
- 14.2. Contractor to also provide one hard-copy of all approved submittals to the Clerk of the Works.
- 14.3. At completion of the project the Contactor shall provide (1) hard copy in the form of a three-ring binder with all information from contract document software.
- 14.4. Transmit each submittal with Division accepted form.
- 14.5. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- 14.6. Identify Project, Contractor, subcontractor and supplier, pertinent drawing and detail number, and specification section number, appropriate to submittal.
- 14.7. 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.
- 14.8. Schedule submittals to expedite Project Coordinate submission of related items. Deliver to:
 - 14.8.1. KOAL, PLLC
 - 14.8.2. Attn: Don Blajda, AIA
 - 14.8.3. PO BOX 24
 - 14.8.4. Belmont, NH 03220
 - 14.8.5. 603.215.7055
 - 14.8.6. donald@koalpllc.com
- 14.9. cc: below when submittals are sent directly to Architect and or Engineer.
 - 14.9.1. 'Timothy Smith, RA'

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- 14.9.2. John O. Morton Building, Rm. 250
- 14.9.3. 7 Hazen Drive, POB 483
- 14.9.4. Concord, NH 03302-0483
- 14.9.5. 603.271.1643
- 14.9.6. timothy.d.smith@das.nh.gov

- 14.10. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Division and Contractor.
- 14.11. All shop drawings to be returned to Contractor from the Contract Administrator. Direct return of shop drawings from Architect or Engineer to Contractor is not permitted.
- 14.12. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- 14.13. Allow space on submittals for Contractor and Architect or Engineer review stamps.
- 14.14. When revised for resubmission, identify changes made since previous submission.
- 14.15. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- 14.16. Submittals not requested will not be recognized or processed.
- 14.17. Work shall not begin until submittal items have been approved and returned to General Contractor by the Contract Administrator and A/E.

15. CONSTRUCTION PROGRESS SCHEDULES

- 15.1. Submit initial schedules at Pre-Construction Meeting.
- 15.2. Submit revised Progress Schedules with [each] Application for Payment.
- 15.3. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- 15.4. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- 15.5. Submit horizontal bar chart with separate line for each section of Work, identifying first workday of each week.
- 15.6. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- 15.7. Indicate estimated percentage of completion for each item of Work at each submission.
- 15.8. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including, and dates reviewed submittals will be required from Architect or Engineer. Indicate decision dates for selection of finishes. Selection of finishes cannot occur until ALL finish items are submitted and products are approved.
- 15.9. Revisions To Schedules:
 - 15.9.1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 15.9.2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 15.9.3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

16. SUBCONTRACTOR LIST

- 16.1. Submit list, at the Pre-Construction Meeting, of subcontractors setting forth in detail the work for which they will be responsible. In addition, the General Contractor shall identify what work will be performed with the Contractor's own forces.

17. PROPOSED PRODUCT LIST

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- 17.1. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- 17.2. For products specified only by reference standards, indicate manufacturer, trade name, model or catalogue designation, and reference standards.

18. PRODUCT DATA

- 18.1. Product Data: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 18.2. Submit number of copies Contractor requires, plus two copies Architect and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- 18.3. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- 18.4. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- 18.5. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Project completion requirements included herein.

19. SHOP DRAWINGS

- 19.1. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 19.2. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- 19.3. Submit number of copies Contractor requires, plus two copies Architect and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- 19.4. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Project completion requirements defined herein.

20. SAMPLES

- 20.1. Samples: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 20.2. Samples For Selection as Specified in Product Sections:
 - 20.2.1. Submit to Contract Administrator for aesthetic, color, or finish selection.
 - 20.2.2. Submit samples of finishes, as specified, in colors selected, textures, and patterns for Contract Administrator and Architect/Engineer selection and State approval.
 - 20.2.3. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 20.2.4. Include identification on each sample, with full Project information.
 - 20.2.5. Submit number of samples specified in individual specification sections; Contract Administrator will retain one sample and Architect or Engineer will retain one sample.
 - 20.2.6. Reviewed samples which may be used in the Work are indicated in individual specification sections.
 - 20.2.7. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Project completion requirements defined herein.

21. DESIGN DATA

- 21.1. Submit for Contract Administrator's and Architect or Engineer's knowledge.
- 21.2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

22. TEST REPORTS

- 22.1. Submit for Contract Administrator's and Architect or Engineer's and State's knowledge.
- 22.2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

23. CERTIFICATES

- 23.1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Contract Administrator in quantities specified for Product Data.
- 23.2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 23.3. Certificates may be recent or previous test results on material or Product but must be acceptable to the Contract Administrator.

24. MANUFACTURER'S INSTRUCTIONS

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

25. MANUFACTURER'S FIELD REPORTS

- 25.1. Submit reports for Contract Administrator's, and Architect and/or Engineer, and State's benefit.
- 25.2. Submit report in duplicate within 7 days of observation to the Contract Administrator for information.
- 25.3. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

26. QUALITY CONTROL AND CONTROL OF INSTALLATION

- 26.1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Prior to acceptance of approved materials on site, establish & maintain controlled environmental conditions required for proper, sequential installations. Products affected by inadequate environmental control (in storage or installed) shall be removed, disposed of and replaced in-kind with no adjustment to the contract price or work schedule.
- 26.2. Comply with manufacturers' instructions, including each step in sequence.
- 26.3. When manufacturers' instructions conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.
- 26.4. The Contractor shall notify the Contract Administrator of any discrepancies, ambiguities or obvious omissions found in the Contract Documents before proceeding with the work affected thereby. Such notification shall be made in writing requesting clarification and/or interpretation with reasonable promptness consistent with and reasonably inferable from the Contract Documents. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner, and no monies will be paid for correcting of items.
- 26.5. The Contractor shall give the Contract Administrator timely notice of any additional drawings, specifications or instructions required to define the work in greater detail or to permit the proper progress of the work.
- 26.6. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 26.7. Where, on any of the Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other portions of the work.
- 26.8. Perform Work by persons qualified to produce required and specified quality.
- 26.9. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

26.10. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

27. TOLERANCES

27.1. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

27.2. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.

27.3. Adjust products to appropriate dimensions; position before securing products in place.

28. REFERENCES

28.1. Conform to reference standard by date prior to the date of Contract approval, except where specific date is established by code. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the Specifications.

28.2. Obtain copies of standards where required by product specification sections.

28.3. When specified reference standards conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.

28.4. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect or Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

28.5. The Contractor shall comply with all applicable Federal, State, Local laws, ordinances, regulations, and requirements to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he/she shall notify the Contract Administrator in writing.

29. SAFETY

29.1. The Contractor shall, at all times, safely guard the State's property and persons from injury or loss in connection with this Contract. The Contractor shall, at all times, safely guard and protect their own work and that of adjacent property from damage. All passageways, guard fences, lights, and other facilities required for protection by Federal, State or Municipal laws and regulations must be provided and maintained.

29.2. Place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.

30. MOCK-UP REQUIREMENTS

30.1. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

30.2. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

30.3. Accepted mock-ups shall be comparison standard for remaining Work.

30.4. Where mock-up has been accepted by the Contract Administrator and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by the Contract Administrator.

31. SUPERVISION

31.1. All work shall be done under the observation and inspection of the Contract Administrator and/or the Clerk of the Works.

31.2. The Contract Administrator may observe, examine and test materials and workmanship at any and all times during manufacture and/or construction, and at any and all places where such manufacture and/or construction is carried on.

31.3. The Contract Administrator shall suspend work that may be subject to damage by climatic conditions.

31.4. Prior to final acceptance, the Contract Administrator at any time before final acceptance of the entire work to make an examination of work already completed that was not specifically called for to receive an inspection prior to covering over, and shall require removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be completed per a Time and Material Alteration Order.

32. MANUFACTURERS' FIELD SERVICES

- 32.1. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- 32.2. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- 32.3. Refer to Section SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

33. EXAMINATION

- 33.1. Verify existing site conditions, controlled environment, protective measures and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- 33.2. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- 33.3. Examine and verify specific conditions described in individual specification sections. Notify the Contract Administrator and the Clerk of the Works of conditions, which prevent start of work.
- 33.4. Verify utility services are available, of correct characteristics, and in correct locations.

34. PREPARATION

- 34.1. Maintain specific environmental controls required in individual sections.
- 34.2. Clean substrate surfaces prior to applying next material or substance.
- 34.3. Seal cracks or openings of substrate prior to applying next material or substance.
- 34.4. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

35. CONTRACT ITEMS

- 35.1. Item 01: DMV Elevation Repair All Work: Include in the Contract, a stipulated sum/price for all labor and materials to repair the elevations of the DMV Building as defined in the Drawings, Specifications and any Addenda.
 - 35.1.1. Allowance 01: Include in the Contract, a stipulated sum/price as represented in Exhibit C for use upon the Bureau's instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.
- 35.2. 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 this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- 35.3. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Contract Administrator. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- 35.4. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.

- 35.5. Notwithstanding the Contractor's objection, the Contract Administrator may at any time reduce the funds remaining in the Allowance by Alteration Order.
- 35.6. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.
- 35.7. **DEFECT ASSESSMENT**
- 35.7.1. Replace the Work, or portions of the Work, not conforming to specified requirements.
- 35.7.2. If, in the opinion of the Contract Administrator, it is not practical to remove and replace the Work, the Contract Administrator will direct appropriate remedy or adjust payment.
- 35.7.3. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- 35.7.4. Defective Work will be repaired to instructions of and acceptance by the Contract Administrator, and unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- 35.7.5. Authority of the Contract Administrator to assess defects and identify payment adjustments, is final.
- 35.7.6. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
- 35.7.6.1. Products wasted or disposed of in a manner that is not acceptable.
- 35.7.6.2. Products determined as unacceptable before or after placement.
- 35.7.6.3. Products not completely unloaded from transporting vehicle.
- 35.7.6.4. Products placed beyond lines and levels of required Work.
- 35.7.6.5. Products remaining on hand after completion of the Work.
- 35.7.6.6. Loading, hauling, and disposing of rejected products.
- 35.8. **ALTERNATES**
- 35.8.1. Alternates quoted on Proposal Forms have been reviewed and accepted by the State. Accepted Alternates are identified in EXHIBIT F Design Layout and Product Specifications.
- 35.8.2. Coordinate related work and modify surrounding work as necessary and/or indicated.
- 35.8.3. Schedule of Alternates
- 35.8.4. ADD Alternate No. 1: alternative elevations as shown in EXHIBIT F Design Layout and Product Specifications.
- 35.8.4.1. BASE BID: Elevations as drawn on Sheets A201, A202 and A203
- 35.8.4.2. ADD ALTERNATE: Elevations as drawn on Sheets A201.1, A202.1 and A203.1
36. **COORDINATION AND PROJECT CONDITIONS**
- 36.1. Coordinate scheduling, submittals, and Work of various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 36.2. Comply with the "Underground Utility Damage Prevention System" per NH RSA 374 Sections 48 through 56 by notification to DIG-SAFE SYSTEM, Inc., of intent to excavate within 100 feet of an underground utility. Contact DIG-SAFE at 1-888-334-7233 (1-888-DIG-SAFE) or on-line at <http://www.digsafe.com> at least seventy-two (72) hours in advance of starting any excavation. Saturday, Sundays, and legal holidays are not included in the computation of the required seventy-two (72) hour notice.
- 36.3. Maintain proper environmental conditions for installation of all building components and materials. This shall include but not be limited to manufacturers recommended temperature and humidity requirements. Maintain a weather tight building envelope and protect new work from any kind of spillage.
- 36.4. Prior to the start of any Work, provide an independent company to locate utilities potentially affected by the Work and as shown and/or identified in the Contract Documents. All utilities shall be identified by the Contractor on the Record Drawings.


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- 36.5. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- 36.6. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 36.7. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- 36.8. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- 36.9. After State occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of State's activities.

37. PERMITS AND FEES

- 37.1. 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. This includes permits and fees for State ADA (if required) and SHPO (if required).
 - 37.1.1. Per "Saf-C 8100 State Building Permit System" a Building Permit shall be obtained by the Contractor from the Office of the State Fire Marshal (SFMO).
 - 37.1.2. A Construction Permit has been applied for by the Division of Public Works.
 - 37.1.2.1. A complete set of Construction Documents has been submitted to the State Fire Marshal Office for review by DPW.
 - 37.1.2.2. An application for building permit has been submitted to the State Fire Marshal Office by DPW to initiate review.
 - 37.1.2.3. A copy of the SFMO **approval letter** will be transmitted to the awarded Contractor at the pre-construction meeting.
 - 37.1.2.4. A copy of the **permission to sign as owner agent letter** will be transmitted to the awarded Contractor at the pre-construction meeting.
 - 37.1.3. After award, DPW will notify the SFMO of the awarded Contractor.
 - 37.1.4. After award the Contractor will create a Collaborator Profile through the SFMO permitting software MYGOV, if one is not already created.
 - 37.1.4.1. Instructions for becoming a 'Collaborator' on MYGOV are attached at the end of this section.
 - 37.1.4.2. Public Portal here: https://public.mygov.us/divisionoffiresafety_nh
 - 37.1.4.3. AGENCY on MYGOV refers to the "State of New Hampshire Division of Fire Safety."
 - 37.1.4.4. Contractor will need to complete the application for each permit required and pay the required fees for each permit required.
 - 37.1.5. Permit applications for the Trades (Mechanical, Mechanical gas, Electrical, Fire Protection, Plumbing and SWPPP) are 'sub-permits' to the Building Construction Permit and each requires a separate application and payment.
 - 37.1.6. Application for Trade Permits must be submitted through MYGOV electronic permitting system. Direct questions to the State Fire Marshal's Office: (603) 223-4289; DOS.FMO.INSPEC@DOS.NH.GOV.
 - 37.1.7. When applying for a permit you will need the following:
 - 37.1.7.1. A copy of the **SFMO approval letter** (Letter will be given to the Contractor by DPW at the pre-construction meeting).
 - 37.1.7.2. A copy of the Construction Permit Application Form (open on MYGOV).

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- 37.1.7.2.1. Contractor shall write in the Contractor Information, Licensing Information and Calculate the Permit Fees.
- 37.1.7.2.2. Contractor shall write in the design professional information available on the drawing set (the seal of the architect/engineer of record contains their registration number or call the design professional).
- 37.1.7.2.3. Contractor shall write the SFMO Project Number in the area next to the word "APPLICATION". The SFMO Project Number may be obtained from the Building Permit available from the State Contract Administrator at the Pre-Construction meeting.
- 37.1.7.3. A copy of **Permission to Sign Letter** from the DAS Commissioner must be copied and attached to EVERY APPLICATION by the applicant.
- 37.1.7.4. Payment for the permit fee.
- 37.1.8. Please direct all questions related to permitting process and fees to Phil Biron at the Office of the State Fire Marshal – (603) 223-4289.
- 37.1.9. Fees for all re-inspections shall be paid by the Contractor as stated on the application form.
- 37.1.10. Immediately upon receipt of Permits from the Office of the Fire Marshal, Contractor shall transmit copies to the Contract Administrator.
- 37.1.11. NOTE: along with Permits the State Fire Marshal's Office will issue:
 - 37.1.11.1. A list of required inspections will be provided on the issued permit and the MYGOV Portal. All inspections will be maintained in the MYGOV Portal and available through the Collaborator Profile.
 - 37.1.11.2. A set of 'approved' drawings bearing the SFMO stamp and signature. This set, or a set covered by the 'approved' cover sheet shall become the record set on site and be maintained throughout the project for use by the SFMO and Clerk of the Works.
 - 37.1.11.3. Permits may be applied for, and Inspections may be requested at MYGOV, and at DOS.FMO.INSPEC@DOS.NH.GOV and by telephone at (603) 223-4289
- 37.1.12. Contractor shall post all paid Permits at the Contractor's Field Office or project site in a conspicuous location prior to beginning the work.
- 37.1.13. Fees for interface with municipal (Town or City) and/or Private Infrastructure (Liberty, Eversource, Etc.) must be applied for and paid for separately from this permit process. The General Contractor is responsible to apply for, obtain and pay for required permits from each municipality and/or Private company as required. Unless noted otherwise in the Construction Documents.
- 37.1.14. 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.
- 37.1.15. The Contractor's attention is called to RSA 72-B, Excavation Tax and related administrative rules of the Department of Revenue Administration, which among other provisions, levies a tax on earth and excavations as defined in RSA 155-E. The Contractor is required, on a yearly basis, to file a Notice of Intent to Excavate in each municipality where excavation operations are anticipated. Additionally, the Contractor shall post the Excavation Tax Certificate, received from the Dept of Revenue Administration, at the contractor's project bulletin board.
- 37.1.16. Contractor must file with the Federal Aviation Administration in accordance with CFR Title 14 Part 77.9 at least 45 days prior to construction.

38. STATE LABOR REQUIREMENTS

38.1. Work Certificate for Contractors Before Beginning Their Work on Public Projects

- 38.1.1. Pursuant to RSA 21-I:80 and RSA 228:4-b, prior to any work being done by an individual contractor, such contractor, including ALL subcontractors and independent contractors, shall provide a Work Certificate for Contractors Before Beginning their Work on Public Projects (Work Certificate) to

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the Contract Administrator. Sample form can be obtained at <http://das.nh.gov/publicworks/pwdocuments.aspx>

- 38.1.2. The Work Certificate of this Contractor is required to be provided for APPROVAL of the Contract. This Work Certificate shall be provided to the Contractor during the Contract approval process by the NH DAS Division of Procurement & Support Services. All required information shall be completed with attached documentation and shall be returned to the NH DAS Division of Procurement & Support Services.
- 38.1.3. Subcontractors, including main and lower tier, will not be allowed to perform any work until their Work Certificates have been submitted to the Contract Administrator via this Contractor.
- 38.1.4. This Contractor shall maintain a log of all submitted subcontractor Work Certificates on-site. The log shall identify all main and lower-tier subcontractors and the status of the Work Certificate submission. This log shall be reviewed at each Progress Meeting to coordinate scheduled work with required Work Certificate submissions. An up-dated log shall be submitted with each Payment Application.
- 38.1.5. This Contractor shall keep a copy of all Work Certificates on the jobsite, either in electronic or hardcopy form.
- 38.2. The Contractor shall obey all applicable State and Federal Labor laws.
- 38.3. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the Contract Administrator a list of the names and addresses of the CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract. This list shall be provided at the Preconstruction meeting. The name and address of each subcontractor shall be provided on the Subcontractor/Employee Master List (below).
- 38.4. The Contractor shall maintain a Subcontractor/Employee Master List (Master List) of all personnel performing work on the job site, including the Contractor's employees, all subcontractors and subcontractor employees, and all independent contractors. Pursuant to RSA 21-I:81-b, the Master List shall identify which entity has hired each subcontractor and independent contractor and which entity is providing Workers Compensation coverage for the on-site personnel. The Master List shall also confirm that each employee has an OSHA-10 certification as required per RSA 277:5-a. Subcontractors and independent contractors will not be allowed to perform any work until they have been correctly identified on the Master List. A sample Master List document, created in Microsoft Word, can be obtained at <http://das.nh.gov/publicworks/pwdocuments.aspx>. The initial Master List submission shall be at the Preconstruction meeting.
- 38.5. The Master List shall be posted on the jobsite and updated as needed to reflect any new subcontractors and independent contractors. The Master List shall be reviewed at each Progress Meeting. On a monthly basis, the Contractor shall provide to the Contract Administrator a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.
- 38.6. The Contractor shall maintain a daily log-in sheet of all personnel performing work on the jobsite. Personnel shall list their name, name of employer, or identify themselves as independent contractors. No contractor, subcontractor or independent contractor performing work on the job site shall be allowed on site without first signing the daily log-in sheet.
- 38.7. The Contractor shall verify that personnel listed on the daily log-in sheet are also listed on the Master List. If personnel are not listed on the Master List, they will not be allowed on site until their employer has certified, in writing, that the employee is covered under Workers Compensation coverage for the appropriate work classification noted on the Work Certificate.
- 38.8. The Contractor shall post six (6) mandatory labor posters in a conspicuous, weather-tight place at the jobsite: Protective Legislation Law; Criteria to Establish an Employee or Independent Contractor; NH Minimum Wage Law; and Whistleblowers Protection Act; Workers Right to Know; Equal Pay Law. These

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posters can be found at the NH Dept. of Labor website <https://www.nh.gov/labor/forms/mandatory-posters.htm>

38.9. The Contractor shall maintain, on the jobsite, copies of OSHA-10 certificates for all personnel listed on the Master List and required per RSA 277:5-a to have OSHA-10 certificates.

39. PRECONSTRUCTION MEETING

39.1. The Contract Administrator will schedule meeting at the Project site prior to Contractor occupancy.

39.2. Attendance Required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), [Architect/Engineer,] [Special Consultants,] Contractor, Contractor's Superintendent, and major Subcontractors.

39.3. Potential Agenda Topics:

39.3.1. Distribution of Contract Documents. The Contractor will be furnished a maximum of five (5) sets of Specifications and Drawings, free of charge. Any additional sets required shall be paid for at the cost of reproduction as determined by Department.

39.3.2. The Contractor shall submit Work Certificate(s) (as defined in this Section) for the Contractor and all known subcontractors.

39.3.3. Submission of Work Certificate Log.

39.3.4. Submission of names and addresses of the Contractor's CEO, CFO, other LLC principals, and each subcontractor. The name and address of each subcontractor shall be reported on the Master List.

39.3.5. Submission of Master List of subcontractors and all personnel expected to be on site.

39.3.6. Review daily log-in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List.

39.3.7. Review file of OSHA-10 certificates for all on-site personnel required to be certified per RSA 277:5-a.

39.3.8. Verify that all mandatory labor posters are posted in a conspicuous, weather-tight place.

39.3.9. Submission of list of products, schedule of values, and progress schedule.

39.3.10. Submittal and posting of Excavation Tax Certificate, as required per RSA 72-B if over 1000CY of material are anticipated to be removed from the site.

39.3.11. Designation of personnel representing parties in Contract.

39.3.12. Use of premises by State and Contractor.

39.3.13. State's requirements.

39.3.14. Construction facilities and controls provided by State.

39.3.15. Temporary utilities provided by State.

39.3.16. Security and housekeeping procedures.

39.3.17. Schedules.

39.3.18. Traffic Control Plan.

39.3.19. Application for payment procedures.

39.3.20. Procedures for testing.

39.3.21. Procedures for maintaining record documents.

39.3.22. Requirements for start-up of equipment.

39.3.23. Inspection and acceptance of equipment put into service during construction period.

39.4. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

40. PROGRESS MEETINGS

40.1. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.

40.2. Attendance required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), Architect/Engineer, Contractor, Contractor's Superintendent, and only when necessary major Subcontractors.

40.3. Potential Agenda Topics:

- 40.3.1. Review minutes of previous meetings.
 - 40.3.2. Review of Work progress.
 - 40.3.3. Field observations, problems, and decisions.
 - 40.3.4. Identification of problems impeding planned progress.
 - 40.3.5. Review of submittals schedule and status of submittals.
 - 40.3.6. Review Work Certificate Log.
 - 40.3.7. Review Master List of subcontractors and on-site personnel.
 - 40.3.8. Review daily log-in sheets. Contractor shall verify that all personnel on log-in sheets are on Master List and all OSHA-10 certificates required per RSA 277:5-a are on file.
 - 40.3.9. Review of off-site fabrication and delivery schedules.
 - 40.3.10. Maintenance of progress schedule.
 - 40.3.11. Corrective measures to regain projected schedules.
 - 40.3.12. Planned progress during succeeding work period.
 - 40.3.13. Traffic Control Plan.
 - 40.3.14. Coordination of projected progress.
 - 40.3.15. Maintenance of quality and work standards.
 - 40.3.16. Effect of proposed changes on progress schedule and coordination.
 - 40.3.17. Other business relating to Work.
- 40.4. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

41. PRE-INSTALLATION MEETING(S)

- 41.1. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- 41.2. Require attendance of parties directly affecting, or affected by, Work of specific section.
- 41.3. Notify the Contract Administrator seven days in advance of meeting date.
- 41.4. Contractor shall prepare agenda and preside at meeting:
- 41.5. Review conditions of installation, preparation and installation procedures.
- 41.6. Review coordination with related work.
- 41.7. Contractor shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

42. CUTTING AND PATCHING

- 42.1. Employ skilled and experienced installer to perform cutting and patching.
- 42.2. Submit written request in advance of cutting or altering elements affecting:
 - 42.2.1. Structural integrity of element.
 - 42.2.2. Integrity of weather-exposed or moisture-resistant elements.
 - 42.2.3. Efficiency, maintenance, or safety of element.
 - 42.2.4. Visual qualities of sight exposed elements.
 - 42.2.5. Work of State or separate contractor.
- 42.3. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:
 - 42.3.1. Fit the several parts together, to integrate with other Work.
 - 42.3.2. Uncover Work to install or correct ill-timed Work.
 - 42.3.3. Remove and replace defective and non-conforming Work.
 - 42.3.4. Remove samples of installed Work for testing.
 - 42.3.5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
 - 42.3.6. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

- 42.3.7. Cut masonry and concrete materials using masonry saw or core drill.
- 42.3.8. Restore Work with new products in accordance with requirements of Contract Documents.
- 42.3.9. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 42.3.10. Maintain integrity of wall, ceiling, roof, or floor construction, completely seal voids.
- 42.3.11. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated assembly approved by UL for the condition being addressed, to full thickness of penetrated element.
- 42.3.12. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- 42.3.13. Identify hazardous substances or conditions exposed during the Work to the Contract Administrator for decision or remedy.

43. SPECIAL PROCEDURES

- 43.1. Materials: As specified in product sections; match existing with new products [and salvaged products] for patching and extending work.
- 43.2. Employ skilled and experienced installer to perform alteration work.
- 43.3. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- 43.4. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- 43.5. Remove debris and abandoned items from area and from concealed spaces.
- 43.6. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- 43.7. Close openings in exterior surfaces to protect [existing] work from weather and extremes of temperature and humidity. Provide temporary heating, cooling and dehumidification systems for specific product requirements identified within specification sections.
- 43.8. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- 43.9. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- 43.10. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- 43.11. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Contract Administrator for review.
- 43.12. Where change of plane of 1/4 inch (6 mm) or more occurs, submit recommendation for providing smooth transition to [Contract Administrator for review.
- 43.13. Trim existing doors to clear new floor finish. Refinish trim to specified condition.
- 43.14. Replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, which do not conform to product specifications.
- 43.15. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- 43.16. Finish surfaces as specified in individual product sections.

44. SUBCONTRACTS

- 44.1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the State. The 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.

- 44.2. The Contractor shall be as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- 44.3. The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required to complete the work.
- 44.4. The Commissioner will not undertake efforts to settle or resolve any differences between the Contractor and Subcontractors or between Subcontractors.
- 44.5. 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 to terminate any subcontract that the Commissioner may exercise over the Contractor under any provisions of the Contract Documents.

45. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

- 45.1. In case of any emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act as the situation may warrant. He/she shall notify the Contract Administrator thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Contract Administrator and the amount of compensation shall be determined by agreement.
- 45.2. In the event the Department learns of an emergency that threatens loss or injury of property, and/or safety of life, the Department shall notify the Contractor using the contact information provided pursuant to Notice requirements defined herein. The Department may, but shall have no duty to take reasonable steps to mitigate the damage or loss to the Contractor. In either event, the Department shall have no duty to undertake any specific acts and shall have no liability for actions or inactions taken absent gross negligence.

46. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 46.1. If the Contractor or any of his/her Subcontractors or employees 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 Commissioner shall notify the Contractor and/or their Subcontractors, who shall indemnify and hold harmless the State against any expenses or judgment arising therefrom.

47. DEFAULT AND TERMINATION OF CONTRACT

- 47.1. If the Contractor:
 - 47.1.1. Fails to begin work under Contract within the time identified in specification
 - 47.1.2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work, or
 - 47.1.3. 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
 - 47.1.4. Discontinues the prosecution of the work, or
 - 47.1.5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or
 - 47.1.6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency, or
 - 47.1.7. Makes an assignment for the benefit of creditors, or
 - 47.1.8. For any other causes whatsoever, fails to carry on the work in an acceptable manner.
- 47.2. The Commissioner will give notice, in writing, to the Contractor and his Surety for such delay, neglect, and default for any item identified above.

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47.2.1. Upon receipt of Notification of Default and the Contractor or Surety does not proceed in accordance with said Notification, then the Commissioner will Terminate the Contract. Upon which, the Commissioner shall have full power and authority, without violating the Contract, to assume the prosecution of the work. The Commissioner may enter into one or more agreements for the completion of said Contract according to the terms and conditions thereof or use such other methods as will be required for the completion of said Contract in an acceptable manner.

47.2.2. 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.

48. TERMINATION OF CONTRACT WITHOUT FAULT

48.1. Except in cases controlled by the preceding section, the Commissioner, for any cause, including, but not limited to an order of any Federal authority or petition of the Contractor due to circumstances beyond its control may, by written notice to the Contractor and the Surety, with the concurrence of the Governor and Council, terminate the Contract or any portion thereof subject to the Condition(s) provided below.

48.2. Notwithstanding anything to the contrary contained in these conditions, 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 by the Advisory Budget Control Committee, the Commissioner may, by written notice to the Contractor and Surety, immediately terminate this Contract in whole or in part in accordance with the following conditions:

48.2.1. 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:

48.2.2. A percentage of the Contract unit price, which percentage shall be the percentage of completion of the particular item at time of termination.

48.2.3. 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.

48.2.4. 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.

48.2.5. 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.

48.2.6. Termination of a Contract, or a portion thereof, shall not relieve the Contractor of its responsibilities for the work completed nor shall it relieve the Surety of its obligations for and concerning any claims arising out of the work performed.

49. ASSIGNMENT PROVISION

49.1. The Contractor hereby agrees that it will assign to the State, 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 of contracts in restraint of trade which affect the price of goods or services obtained by the State under this Contract, if so, requested by the State.

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50. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

50.1. The Contractor shall deliver to the State at the time of submitting a signed 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 a description of the project, including the project name and number. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium. The Contractor shall keep the following insurance coverages in force through the date of Substantial Completion, or longer at the Project Manager's direction: Builder's Risk; and Owner's and Contractor's Protective Liability. The Contractor shall keep all other insurance coverages required under this Contract in force through the period of the Contract, which includes any applicable warranty period. The Contractor shall have a continuing duty to keep the insurance coverages required under this Contract in effect and to provide the Division of Public Works Design and Construction with new certificates of insurance containing the project number and description as policies are amended or renewed. At the request of the Commissioner, 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, amended, or renewed. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide at the time the policy is issued, amended, or renewed. Failure to comply with the insurance requirements of this Contract may result in a delay in processing requisitions, stopping work on the project, or other consequences.

50.2. 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.

50.3. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and a Notice to Proceed is issued.

50.3.1. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:

50.3.1.1. Employer's Liability—Limits of Liability:

50.3.1.1.1. \$100,000 each accident.

50.3.1.1.2. \$500,000 Disease-policy limit.

50.3.1.1.3. \$100,000 Disease-each employee.

50.4. Any applicable deductible shall be shown on the Certificate.

50.4.1. Commercial General Liability Insurance:

50.4.1.1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverages:

50.4.1.1.1. Limits of Liability:

50.4.1.1.1.1. \$1,000,000 Each Occurrence Bodily Injury & Property Damage.

50.4.1.1.1.2. \$2,000,000 General Aggregate— Include per Project Aggregate Endorsement.

50.4.1.1.1.3. \$2,000,000 Products/Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be named as additional insureds.

50.4.2. If blasting and/or demolition is required by the Contract, the Contractor or Subcontractor shall obtain the respective coverage for those activities and shall furnish to the Commissioner a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.

50.4.3. Owner's and Contractor's Protective Liability (OCP) coverage for the benefit of the State of New Hampshire Department of Administrative Services.

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50.4.3.1. Limits of Liability:

- 50.4.3.1.1. \$2,000,000 Each Occurrence
- 50.4.3.1.2. \$3,000,000 Aggregate
- 50.4.3.1.3. \$2,000,000 Bodily Injury & Property

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

50.4.4.1. Limits of Liability:

- 50.4.4.1.1. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

50.4.4.2. Commercial Umbrella Liability

50.4.4.2.1. Limits of Liability:

- 50.4.4.2.1.1. \$1,000,000 Each Occurrence
- 50.4.4.2.1.2. \$1,000,000 General Aggregate
- 50.4.4.2.1.3. \$1,000,000 Completed Operations Aggregate

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

50.5.1. The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, 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 Department of Administrative Services 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.

50.6. General Insurance Conditions

50.6.1. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

50.6.2. For all insurance coverages for which the State of New Hampshire must be named as an additional insured, the certificate of insurance shall state the certificate holder as:

- 50.6.2.1. State of New Hampshire
- 50.6.2.2. c/o Department of Administrative Services
- 50.6.2.3. 7 Hazen Drive, Room 250
- 50.6.2.4. Concord, NH 03302.

50.7. Additional Insurance for Design/Build Contracts:

50.7.1. In addition to the insurance requirements listed in the above paragraphs, the Designer/Builder Team shall provide the following coverage.

50.7.2. The Designer/Builder Team or the Designer shall purchase and maintain professional liability coverage for this project. The coverage shall provide the State of New Hampshire with protection against design errors and omissions and shall have an annual aggregate limit of no less than \$2,000,000. The coverage shall be maintained through the legal statute of repose period applicable for all work on the project.

51. CHANGE PROCEDURES

51.1. Changes will be complete through firm fixed quote governing all change requests. In the event the quote is unacceptable to the state, the State reserves the right to proceed on a time and material basis.

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- 51.2. 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.
- 51.3. The Contract Administrator 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.
- 51.4. The Contract Administrator may issue a Proposal Request including a detailed description of proposed change(s) with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. The Contractor will prepare and submit estimate within ten days.
- 51.5. Contractor may propose changes by submitting a request for change(s) to the Contract Administrator, 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.
- 51.6. 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 Contract Administrator. Submit the breakdown of the following items on a Bureau Stipulated Sum/Price Change Order Form for review and approval by the Contract Administrator:
- 51.7. The Contractor shall include the following indirect costs for work performed by the General Contractor as part of the Contractors' price:
- 51.7.1. Worker's Compensation and Employee Liability.
 - 51.7.2. Unemployment and Social Security Taxes.
- 51.8. In addition to the above indirect costs the General Contractor shall be allowed the following markups:
- 51.8.1. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor
 - 51.8.2. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.
- 51.9. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
- 51.10. Ten percent (10%) on that part of work performed by Subcontractors.
- 51.11. The same percentages above shall apply to Subcontractors.
- 51.12. On any change that involves a net credit to the State, no allowance for overhead, supervision and profit shall be figured.
- 51.13. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- 51.14. 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.
- 51.15. Construction Change Directive : The Contract Administrator may issue directive, signed by the Bureau Administrator or Assistant Administrator, instructing the Contractor to proceed with change in the Work,

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for subsequent inclusion in a Time and Material 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.

- 51.16. Time and Material Change Order: Submit itemized account and supporting data within 10 days of completion of change. The Contract Administrator will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- 51.17. 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.
- 51.18. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation. If acceptable, a Change Order for a Not to Exceed Amount will be prepared.
- 51.19. The Contractor as payment in full, including superintendence and overhead, shall accept the compensation herein provided and profit, for extra work performed. 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 Contract Administrator. Submit the breakdown of items on a Bureau Time and Material Change Order Form for review and approval by the Contract Administrator:
- 51.20. Labor (Actual wage + 40%): The Construction Superintendent is responsible for logging the time for each individual. For all laborers and foremen engaged on the specific operation and entered directly on the Contractor's payroll, the Contractor will receive the actual rate of wage for each and every hour said laborers and Foremen are actually engaged in such work to which will be added an amount equal to forty percent (40%) of the sum thereof, which percentage shall include the cost percentages of the following items as applied to the labor cost involved:
- 51.20.1. Contract Bond Premium.
 - 51.20.2. Public Liability Insurance.
 - 51.20.3. Worker's Compensation Insurance.
 - 51.20.4. Federal Social Security.
 - 51.20.5. Unemployment Compensation Taxes
- 51.21. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.
- 51.22. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
- 51.23. In addition to the above costs the General Contractor shall be allowed the following markups:
- 51.23.1. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor
 - 51.23.2. Ten percent (10%) on that part of work performed by Subcontractors.
 - 51.23.3. The same percentages above shall apply to Subcontractors.
- 51.24. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- 51.25. Any Changes that result in a credit to any portion of the contract and/or a change in the Contract Time must be processed as an Alteration Order except as provided for in Item 1.2E.

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- 51.26. Execution of Alteration Orders: Bureau of Public Works will issue Alteration Orders per the following procedures.
- 51.27. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
- 51.28. Bureau Accountant will prepare an Alteration Order on a Bureau form.
- 51.29. Bureau Administrator or Assistant Administrator will issue the Alteration Order to the Contractor for review and signature.
- 51.30. Contractor submits signed Alteration Order to the Bureau Administrator.
- 51.31. The Bureau completes the Alteration Order with the signature of the Bureau Administrator or Assistant Administrator.
- 51.32. A fully signed and executed Alteration Order is issued to Contract Administrator, Clerk of the Works, Contractor, and Using Agency.
- 51.33. 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:
- 51.34. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
- 51.35. Contract Administrator and Using Agency Representative signs Change Order.
- 51.36. Contractor can proceed with Change Order Work with direction from the Contract Administrator.
- 51.37. Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- 51.38. Fully signed and executed Change Order is issued to the Contract Administrator, Clerk of the Works, Contractor, and the Using Agency.
- 51.39. Correlation Of Contractor Submittals:
- 51.39.1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Alteration Order as separate line item and adjust Contract Sum/Price.
- 51.39.2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- 51.39.3. Promptly enter changes in Project Record Documents.
- 52. ADDITIONAL REQUIREMENTS:**
- 52.1. The Contractor shall, except as otherwise specifically stated in the Contract Documents, provide, and pay for all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 52.2. CONTRACTOR'S USE OF SITE AND PREMISES
- 52.3. Limit use of site and premises to allow:
- 52.4. State occupancy.
- 52.5. Use of site and premises by the public.
- 52.6. Emergency Building Exits During Construction: Shall be maintained and all building entrances and exits shall remain functional.
- 52.7. Construction Operations: Limited to areas noted on Drawings.
- 52.8. Time Restrictions for Performing Exterior Work: Normal working hours of 7:00 am to 4:00 pm, Monday through Friday with the following restrictions:
- 52.9. No access during the following observed holidays:

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- 52.9.1. New Year's Day.
 - 52.9.2. Martin Luther King Jr. Civil Rights Day.
 - 52.9.3. Washington's Birthday (President's Day).
 - 52.9.4. Memorial Day.
 - 52.9.5. Independence Day.
 - 52.9.6. Labor Day.
 - 52.9.7. Veterans' Day.
 - 52.9.8. Thanksgiving Day.
 - 52.9.9. Day after Thanksgiving.
 - 52.9.10. Christmas Day.
- 52.10. Access for work outside of normal working hours shall be requested in writing to the Contract Administrator, at least one week in advance. The Contract Administrator may accept or reject the request.
- 52.11. Utility Outages and Shutdown: Shall be coordinated with the building users to minimize disruption of services and may require work to take place outside of normal working hours.
- 52.12. WORK SEQUENCE
- 52.12.1. Work shall commence within 15 days after issuance of Notice to Proceed. Failure to comply shall constitute Default of Contract.
- 52.13. STATE OCCUPANCY
- 52.13.1. The State will occupy the site and premises during the entire period of construction.
 - 52.13.2. Cooperate with State to minimize conflict, and to facilitate State's operations.
 - 52.13.3. Schedule the Work to accommodate State occupancy
- 52.14. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 52.15. The Contractor(s) shall conduct their work so as to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices, and take such other precautions as may be necessary to protect life and property. All air handling equipment must be in operating condition at the end of every shift.
- 52.16. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 52.17. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 52.18. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 52.19. The Contractor(s) shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor(s) shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
- 52.20. The Contractor(s) shall also be aware of laws and regulations relating to hazardous materials that may be encountered during duct cleaning operations. 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,

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reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

- 52.21. If at any time during the performance of the work required by the Contract(s), a Contractor(s) finds, or has reason to suspect, the presence of mold, asbestos, lead paint, or other hazardous materials, in the work area, the Contractor(s) shall immediately notify the State representative setting forth their observations, suspicions and requesting instructions, No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. At the same time, the Contractor(s) shall withdraw all personnel from the potentially contaminated area. The Contractor(s) shall fully cooperate with the State and perform any remedial work as directed.
- 52.22. The Contractor(s) shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of a public authority bearing on the safety of personnel or property or their protection from damage, injury, or loss.
- 52.23. The Contractor(s) shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract(s).
- 52.24. The Contractor(s) shall supervise and direct the work, using their best skills and attention, The Contractor(s) shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor(s) guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, material, or the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State. The Contractor(s) shall supply the State with all warranty information whether it be expressed or implied.
- 52.25. The Contractor(s) shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor(s) shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work, and labor furnished under this contract(s), shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the direction of the State representatives as given from time to time during the progress of the work, under the terms of this contracts).
- 52.26. The Contractor(s) shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.
- 52.27. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 52.28. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 52.29. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 52.30. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

53. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 53.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2545-23, as described herein, and under the terms of this Contract.
- 53.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

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- 53.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 53.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://apps.das.nh.gov/vendorregistration/\(S\(msahgfdnkpzxvvnzwx4zt5x\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(msahgfdnkpzxvvnzwx4zt5x))/welcome.aspx)
- 53.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 53.6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:
- 53.7. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- 53.8. CONFIDENTIALITY & CRIMINAL RECORD:
- 53.9. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

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PRODUCT SPECIFICATIONS:

54. PRODUCTS

- 54.1. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- 54.2. All materials and equipment shall be new, except as specifically permitted by Contract Documents.
- 54.3. Furnish interchangeable components from same manufacturer for components being replaced.
- 54.4. The use of asbestos containing materials shall be prohibited.

55. PRODUCT DELIVERY REQUIREMENTS

- 55.1. Transport and handle products in accordance with manufacturer's instructions.
- 55.2. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- 55.3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

56. F.O.B.:

- 56.1. The F.O.B. shall be destination to the following delivery/installation point:
 - 56.1.1. State of New Hampshire Division of Motor Vehicles
 - 56.1.2. 23 Hazen Drive
 - 56.1.3. Concord NH 03301

57. PRODUCT STORAGE AND HANDLING REQUIREMENTS

- 57.1. Store and protect products in accordance with manufacturers' instructions.
- 57.2. Store with seals and labels intact and legible.
- 57.3. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- 57.4. For exterior storage of fabricated products, place on sloped supports above ground.
- 57.5. Provide bonded off-site storage and protection when site does not permit on-site storage or protection only with prior approval from the Contract Administrator.
- 57.6. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- 57.7. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- 57.8. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- 57.9. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

58. PRODUCT OPTIONS

- 58.1. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- 58.2. Products Specified by Naming One or More Manufacturers with or without provision for substitutions: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed. Submit request for substitution for any manufacturer not named in accordance with the following article.

59. PRODUCT SUBSTITUTION PROCEDURES

- 59.1. Substitutions may be considered under contract when a product becomes unavailable through no fault of the Contractor. The Contractor shall apply to the Contract Administrator, in writing, within ten (10) days of identification of the inability to furnish the article specified, describing completely the substitution desired. The Contractor shall include a dated written statement from the manufacturer outlining an explanation for the unavailability of the product. Substitutions for reasons of lead times, i.e., the time between when the Contractor orders necessary materials from the vendor and anticipated delivery, will only

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be reviewed if the lead time is more than the length of the contract time. The Department may extend the contract time to accommodate the product specified. No additional costs from the Contractor will be considered due to the fact that the Contractor shall verify lead times and coordinate with contract time subject to State approval.

- 59.2. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- 59.3. A request constitutes a representation that Contractor:
- 59.4. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
- 59.5. Will provide same warranty for Substitution as for specified product.
- 59.6. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the State.
- 59.7. Waives claims for additional costs or time extension which may subsequently become apparent.
- 59.8. Will reimburse Department and Architect and/or Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- 59.9. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- 59.10. Substitution Submittal Procedure:
 - 59.10.1. Submit one copy of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 59.10.2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

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Project Completion Requirements

60. GENERAL

60.1. SECTION INCLUDES

- 60.1.1. Closeout procedures.
- 60.1.2. Final cleaning.
- 60.1.3. Protecting installed construction.
- 60.1.4. Project record documents.
- 60.1.5. Operation and maintenance data.
- 60.1.6. Manual for materials and finishes.
- 60.1.7. Spare parts and maintenance products.
- 60.1.8. Product warranties and product bonds.
- 60.1.9. Clean Air Certification.
- 60.1.10. Guarantee of work.

61. CLOSEOUT PROCEDURES

- 61.1. Submit a signed Substantial Completion Application(Appendix #1) 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 Contract Administrator review. The Substantial Completion Application for use by the Contractor is attached to the end of this specification section. The Contract Administrator may modify this Agreement to accommodate any changes in Work.
 - 61.1.1. Provide submittals to the Contract Administrator as required by the Contract Documents and as required by authorities having jurisdiction.
- 61.2. Only after completion of all Punch List items and submission of all items the Contractor shall submit a Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- 61.3. State will occupy all portions of building during construction as specified herein.

62. FINAL CLEANING

- 62.1. Execute final cleaning prior to final project assessment.
- 62.2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- 62.3. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- 62.4. Clean debris from roofs, gutters, downspouts, and drainage systems.
- 62.5. Clean site: sweep paved areas, rake clean landscaped surfaces.
- 62.6. Remove waste and surplus materials, rubbish, and construction facilities from site.

63. PROTECTING INSTALLED CONSTRUCTION

- 63.1. Protect installed Work and provide special protection where specified in individual specification sections.
- 63.2. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- 63.3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- 63.4. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- 63.5. 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.
- 63.6. Prohibit traffic from landscaped areas.

64. PROJECT RECORD DOCUMENTS

- 64.1. Maintain on site one set of the following record documents; record actual revisions to the Work:

- 64.1.1. Drawings.
- 64.1.2. Specifications.
- 64.1.3. Addenda.
- 64.1.4. Change Orders and other modifications to the Contract.
- 64.1.5. Reviewed Shop Drawings, Product Data, and Samples.
- 64.1.6. Manufacturer's instruction for assembly, installation, and adjusting.
- 64.2. Ensure entries are complete and accurate, enabling future reference by State:
- 64.3. Store record documents separate from documents used for construction.
- 64.4. Record information concurrent with construction progress, not less than weekly.
- 64.5. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 64.5.1. Manufacturer's name and product model and number.
 - 64.5.2. Product substitutions or alternates utilized.
 - 64.5.3. Changes made by Addenda and modifications.
- 64.6. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 64.6.1. Measured depths of foundations in relation to finish [first] [main] floor datum.
 - 64.6.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 64.6.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 64.6.4. Field changes of dimension and detail.
 - 64.6.5. Details not on original Contract drawings.
- 64.7. Submit documents to the Contract Administrator at time of Substantial Completion.

65. OPERATION AND MAINTENANCE DATA

- 65.1. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- 65.2. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- 65.3. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- 65.4. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- 65.5. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 65.5.1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineer(s), Contractor, Subcontractors, and major equipment suppliers.
 - 65.5.2. Part 2: Operation and maintenance instructions, subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 65.5.2.1. Significant design criteria.
 - 65.5.2.2. Parts list for each component.
 - 65.5.2.3. Maintenance instructions for equipment and systems.
 - 65.5.2.4. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 65.5.3. Part 3: Project documents and certificates, including the following:
 - 65.5.3.1. Shop drawings and product data.
 - 65.5.3.2. Certificates.

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65.5.3.3. Originals of warranties and bonds.

66. MANUAL FOR MATERIALS AND FINISHES

- 66.1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The Contract Administrator will review draft and return one copy with comments.
- 66.2. For equipment, or component parts of equipment put into service during construction and operated by State, submit documents within ten days after acceptance.
- 66.3. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- 66.4. Submit two sets of revised final volumes in final form prior to final inspection.
- 66.5. 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.
- 66.6. 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.
- 66.7. 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.
- 66.8. Additional Requirements: As specified in individual product specification sections.
- 66.9. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

67. SPARE PARTS AND MAINTENANCE PRODUCTS

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

68. PRODUCT WARRANTIES AND PRODUCT BONDS

- 68.1. 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.
- 68.2. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- 68.3. Verify documents are in proper form, contain full information, and are notarized.
- 68.4. Co-execute submittals when required.
- 68.5. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- 68.6. Submit prior to final Application for Payment.
- 68.7. Time Of Submittals:
 - 68.7.1. Make submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 68.7.2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

69. CLEAN AIR CERTIFICATION

- 69.1. **NOT REQUIRED FOR THIS PROJECT - RSA 10-B, ENV-A 2200 Clean Air in State Buildings Rules (New Hampshire Air Program Rules).**

70. GUARANTEE OF WORK

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- 70.1. 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.
- 70.2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Contract Administrator, 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 Commissioner, and at his own expense:
- 70.2.1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.
- 70.2.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, 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.
- 70.2.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 70.3. 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 Contract Administrator and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- 70.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his/her Surety shall be liable for all expense incurred.
- 70.5. 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.
- 70.6. 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.

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EXHIBIT C METHOD OF PAYMENT

71. CONTRACT PRICE:

71.1. The Contractor hereby agrees to provide Commercial Siding Replacement Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$500,920.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

From contract approval through completion	
Description	Lump Sum Cost
Lump sum offer, complete project scope as contained herein: Metal siding Installation over existing EIFS system.	\$396,500.00
Allowance Of Fixed amount included in Contract	\$40,000.00
Alternative panel layout and trim components as shown on Sheet A203.1	\$22,520.00
Project Contingency (available at the states sole option)	\$41,900.00
Grand Total:	\$500,920.00

72. CHANGE ORDER TIME & MATERIAL FEES

72.1. The following table represents Time and materials based on receipt and acceptance by the State of a change order. Prior to commencement of any work all substantive services and or deliverables shall be mutually agreed upon by the State and Contractor and may require contract amendment subject to Governor and Executive Council approval. The services and or deliverables will be incorporated into the project plan as approved by phase.

72.2. Payments shall be made on a monthly basis as invoices are submitted.

T&M Change Order Labor Rates	
Description	Cost
Carpenter: Straight time	\$85.00 per hour
Carpenter: Overtime 2 nd & 3 rd Shift	\$123.60 per hour
Carpenter: Sunday/Holiday/Double time	\$160.00 per hour
Carpenter: Half time	\$42.50 per hour
Estimator/Project Manager:	\$125.00 per hour
Engineer:	\$250.00 per hour
Professional Site Visit (i.e. Engineer):	\$750.00 per visit.

73. TRAVEL EXPENSES

73.1. Travel shall be included in the contract price lump sum cost.

- 73.2. Daily lodging rates shall be in accordance with GSA Published rates(Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities. All related travel costs shall be approved in advance by the State. Contractor will provide monthly invoicing for time & material reimbursements.
- 73.3. The following list is representative of local venues honoring government rates.
- 73.4. Hampton Inn
- 73.5. Holiday Inn
- 73.6. Fairfield Inn
- 73.7. Comfort Inn
- 73.8. Residence Inn
- 73.9. Best Western
- 73.10. Meals & Incidentals shall not exceed the GSA published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities unless approved in advance by the State.
- 73.11. Vehicle rentals associated with on-site contractor resources shall be limited to compact size vehicles unless previously approved by the State.

74. PAYMENTS TO CONTRACTOR

- 74.1. The State will process payments to the Contractor each month on the basis of duly certified and approved estimates 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. Payments will only be approved in an amount no greater than the percentage of project completion, as determined by the Contract Administrator.
- 74.2. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Contract Administrator, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Commissioner may require. If payment is to be made for materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon inspection and/or observation by the Department and submission by the Contractor of bills of sale or such other procedure satisfactory to the Commissioner to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site.
- 74.3. Immediately upon receipt of the Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors have clear access.
- 74.4. Retainage: Contract Payment Withheld: A 5% retainage shall be withheld from each Progress Payment until issuance of a Certificate of Substantial Completion. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.

***** [OR] *****

74.5. Irrevocable Letter of Credit: In lieu of retainage for Projects amounting to Five Hundred Thousand (\$500,000.00) or more, the Contractor, with the approval of the Commissioner, may provide the Commissioner with a Letter of Credit in an amount equal to five percent (5%) of the total adjusted Contract amount at the time of such request. Any such Letter of Credit must be irrevocable (that is, it may be modified or revoked only with the consent of the Commissioner). It shall have a termination date at least one hundred twenty (120) days after the completion date specified in the underlying Contract, or as

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may be altered in accordance with the Contract Documents, whichever is later. The Letter of Credit shall authorize the Commissioner to require the issuing financial institution to deposit with the State an amount equal to the retainage that would have been deducted from payment to the Contractor, as specified in 10.4.A. The Commissioner may utilize the amount so deposited in the same manner as retainage.

- 74.6. Retainage will be released at Final Payment. After the Certificate of Substantial Completion has been issued, upon written application by the Contractor and with the approval of the Surety, the Commissioner may release a portion of the retained amount.
- 74.7. Payment for Material On Hand: 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.
- 74.8. 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 Contract Administrator 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.
- 74.9. All material and work covered by partial payments made shall thereupon become the sole property of the State, but this provision shall not be construed as relieving the Contractor of the sole responsibility of all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the State to require the fulfillment of all the terms of the Contract.
- 74.10. Payment for Material Not on Hand: Upon receipt of a written request by the Contractor, partial payment may be made for acceptable, fully-fabricated, nonperishable materials not delivered that are unique to the Project provided the materials meet the requirements of the Contract and are stored in excess of 30 days at locations approved by the Department, and provided all required certificates of compliance, mill test reports, shop inspector's acceptance and any other required materials certification have been furnished. Materials shall be identifiable and accessible for inspection. Storage areas shall provide adequate protection so that such materials will meet the Contract requirements upon delivery to the site.
- 74.11. Partial payment will be based on the actual cost to the Contractor as indicated on invoices furnished to the Contract Administrator. When material payments exceed \$100,000 or 10 percent 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 Contract Administrator 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. Payment shall not exceed 90 percent of the Contract price. NO payment will be made on materials for any item in the contract whose total dollar value is less than \$5,000. Approval of partial payment will not constitute final acceptance of the materials for use in completing items of work.
- 74.12. Release of Claims: 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 Commissioner 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.
- 74.13. Final Payment: Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a

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release of the Contract Bond. This payment shall be the amount of the Contract, amended by approved alteration 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.

- 74.14. Acceptance of Final Payment Constitutes Release: 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 State for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.
- 74.15. Contractor's title to materials: 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 good title has been obtained for all materials and supplies for which partial payment has been accepted. If any claim is made with respect to materials provided by the Contractor, Subcontractors, or Independent Contractors, the Contractor shall defend any such claim and shall pay any judgment or settlement thereon.
- 74.16. Changes in work: No charge for any extra work or material will be allowed without a fully executed Alteration Order. (Refer to Specification Section Price and Payment Procedures)
- 74.17. The Commissioner 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 the Contract and within the general scope thereof.
- 74.18. If any part of the work as installed be at variance with the Contract requirements, the Department may allow all or any part of such work to remain in place, if found to be in the best interest of the State, subject to proper adjustment in the Contract Price. Acceptance of installed work in one instance or in any instance does not constitute a waiver of Specifications, General Conditions or contract requirements.
- 74.19. Superintendence by contractor: The Contractor shall have on the project site, at all times when work is being performed, a competent English-speaking Superintendent capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, satisfactory to the Department. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.
- 74.19.1. The Superintendent shall be responsible for verifying that all materials, installation, coordination, and workmanship are in conformance with the contract documents.
- 74.19.2. Unless the Department has granted prior written approval, the Superintendent shall not, himself, engage in "hands-on" construction work.
- 74.19.3. In the event the Superintendent fails or refuses to perform functions mentioned above as determined by the Department, the Contractor agrees to a stipulated penalty of \$1,200.00 per day, in addition to any liquidated damages provided hereunder.
- 74.20. Failure to complete work on time: 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 16.3 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 State and for reimbursing the Department and Using Agency 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 State for such deficiency.
- 74.20.1. If the Division of Public Works Design & Construction 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 State 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.

74.20.2. The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule:

Original Contract Amount, Plus Any Extras, Alteration Orders, and Alternates		Amount of Liquidated Damages Per Working Day
From More Than:	To and Including:	
\$0	\$25,000.00	\$200.00
\$25,000.00	\$50,000.00	\$250.00
\$50,000.00	\$100,000.00	\$400.00
\$100,000.00	\$500,000.00	\$450.00
\$500,000.00	\$1,000,000.00	\$800.00
\$1,000,000.00	\$2,000,000.00	\$1,200.00
\$2,000,000.00	\$5,000,000.00	\$1,600.00
\$5,000,000.00	\$10,000,000.00	\$2,000.00
\$10,000,000.00	and above	\$2,400.00

74.21. Substantial completion and final inspection: The Contractor shall provide a signed Substantial Completion Application to the Contract Administrator when the work is believed to be substantially complete, in accordance with Project Completion Requirements defined herein, accompanied by a list of items, referred to as the Punch List, to be completed or corrected. 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 who determines that the work is substantially complete, a Certificate of Substantial Completion will be issued.

74.21.1. The Certificate of Substantial Completion shall:

- 74.21.1.1. Include any modifications to the Punch List or value as determined by the Department.
- 74.21.1.2. Establish the Date of Substantial Completion.
- 74.21.1.3. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.
- 74.21.1.4. Identify the responsibilities of the State and the Contractor for security, maintenance, heat, utilities, and damage to the work and insurance.
- 74.21.1.5. Fix the time limit within which the Contractor shall complete the items listed herein.

74.22. Partial Occupancy or Use: The State may take occupancy or use of completed or partially completed portions of the work upon written agreement between the Commissioner and the Contractor. Said partial occupancy or use shall have the approval of the insurer and Code enforcement authorities having jurisdiction. Said partial occupancy or use, (whether substantial completion has been obtained or not) provided the Department and Contractor have agreed upon written terms detailing each of the entity's responsibilities in their entirety, may be exercised under these General Conditions.

74.23. A Written agreement shall stipulate the time period for completion of all Work and the commencement date for all applicable contract warranties. Said written agreement shall be preceded by a Contractor generated listing of all incomplete Work, meeting with the approval of the Department before partial occupancy or use is taken by the State with prior approval of the Division.

74.24. If the Contractor fails to complete the items on the "punch list," by the date specified on the Substantial Completion Certificate, then in addition to the corrective measures listed in the Certificate of Substantial Completion, the State may use the monies still due the Contractor to have such items completed and the

Contractor Initials 
 Date 12/21/23

Contractor shall lose any claim to the monies so used. The Surety may be notified of any delay or failure to complete the work.

- 74.25. Upon written notice that the work is ready for final inspection and acceptance, the Department shall promptly make such inspection, to determine the work is acceptable under the Contract Documents and the Contract fully performed. The Contractor shall submit a request for payment, specifically identifying Final Payment. The Contractor shall provide all certificates and reports, as required, throughout the contract and shall coordinate their preparation and submission prior to request for final payment. Failure to submit such certificates and reports shall be considered default of contract.

75. SCHEDULE OF VALUES

- 75.1. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- 75.2. Submit Schedule of Values in duplicate within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- 75.3. Format: Utilize Table of Contents of these Specifications. Identify each line item with number and title of major specification Section. Identify bonds and insurance, allowances, and alternates (if any).
- 75.4. 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.
- 75.5. Revise schedule to list approved Alteration Orders, with each Requisitions For Payment.

76. REQUISITION FOR PAYMENT

- 76.1. Submit one copies of each application on the Bureau's Requisition for Payment Form.
- 76.2. 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.
- 76.3. Submit updated construction schedule with each Requisition for Payment.
- 76.4. Payment Period: Submit at intervals stipulated herein.
- 76.5. Substantiating Data: When the Contract Administrator requires substantiating information, submit data justifying dollar amounts in question.
- 76.6. Include the following with Requisition for Payment, payment will not be processed if any items are missing or incomplete:
- 76.6.1. Record documents as specified in Project completion requirements defined herein, for review by the Contract Administrator, which will be returned to Contractor.
 - 76.6.2. Affidavits attesting to off-site stored products.
 - 76.6.3. Construction progress schedules revised and current as specified in section #61 herein.

77. CONTRACT BOND

- 77.1. The Contractor, at the time of the execution of this contract must submit a Payment and Performance Bond in the sum equal to one hundred percent (100%) of the amount of the contract as required by RSA 447:16. The Payment and Performance 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 payment and performance bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. See Surety Bonds - List of Certified Companies (treasury.gov)
- 77.2. Release of Claims and Final Payment:
- 77.3. The final payment shall not become due until the Contractor delivers 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.
- 77.4. Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a release of the Contract

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Date


12/21/23

Bond. This payment shall be the amount of the Contract, less previous payments. All prior partial payments shall be subject to correction in the final estimate and payment.

77.5. Acceptance of Final Payment Constitutes Release:

77.6. 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 State for all things done or furnished in connection with this work. No payment, however, final, or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

78. PAYMENT:

78.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

78.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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Date


12/21/23

EXHIBIT D RFB 2793-24

RFB #2793-24 is incorporated here within.

Contractor Initials
Date



12/21/23

EXHIBIT E CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials _____

Date _____

12/21/23

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, written over a horizontal line.

EXHIBIT F DESIGN LAYOUT AND PRODUCT SPECIFICATIONS

Contractor Initials 
Date 12/21/23

STATE OF NEW HAMPSHIRE
 Department of Administrative Services
 DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

ARPA - REBID ELEVATION REPAIRS AT DMV BUILDING

23 HAZEN DRIVE, CONCORD

DPW Project #81189R Contract D

Department of Administrative Services

776



ARCHITECT
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 Gilford, NH 03249
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7 Hazen Drive PO Box 483 Room 250
 Concord, New Hampshire 03301
 P 603-271-2516 F 603-271-2515

CONCORD DEPARTMENT OF ADMINISTRATIVE SERVICES

PROJECT NO. _____

DATE _____

CONTRACT NUMBER (OF PUBLIC WORKS) _____

ISSUE NO. _____

DATE _____



REVISIONS	DATE	SYMBOL	DESCRIPTION

PROJECT NAME
 ARPA - Rebid Elevation Repairs
 at DMV Building

PROJECT NUMBER
 81189R Contract D

ISSUE DATE
 11/17/2022

SHEET NUMBER
 T-1

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.2 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points; and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.1 SCOPE

- A. Remove portions of raised EIFS as required to install the subgirts. Remove portions of EIFS as required to determine existing framing location as required. Patch all areas with new spray foam as required..
- B. Remove existing column capitals for reinstallation.
- C. Remove other items indicated, for salvage, relocation, and reinstallation.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Fire Protection, and Electrical): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.5 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 06 1053
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preservative treated wood materials.
- B. Concealed wood blocking, nailers, and supports.
- C. Miscellaneous wood nailers, furring, and grounds.

1.2 REFERENCE STANDARDS

- A. AWPA U1 - Use Category System: User Specification for Treated Wood; 2021.
- B. PS 20 - American Softwood Lumber Standard; 2020.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

1.5 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.1 GENERAL

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.

2.2 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.3 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No.2 or Standard Grade.
 - 2. Boards: Standard or No.3.

2.4 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:

1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.2 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.3 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.4 CLEANING

- A. Waste Disposal: See Section 01 7419 - Construction Waste Management and Disposal.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 06 2000
FINISH CARPENTRY**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Finish carpentry items.

1.2 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 09 9113 - Exterior Painting: Painting of finish carpentry items.

1.3 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples of wood trim 6 inch long.
- C. Samples: Submit two samples of Cap, one-quarter full size, illustrating one-quarter finish and construction.
- D. Manufacturer's Instructions: Provide manufacturer's installation instructions for factory-fabricated units.

1.5 MOCK-UPS

- A. Provide column capital mock-up, full size, illustrating finish and construction.
- B. Mock-up may remain as part of the work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect from moisture damage.

PART 2 PRODUCTS

2.1 FINISH CARPENTRY ITEMS

- A. Exterior Woodwork Items:
 - 1. Wood column capitals.
 - 2. Flexible moulding.

2.2 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Fasteners for Exterior Applications: Hot-dipped galvanized steel complying with ASTM A153/A153M; length required to penetrate wood substrate 3/4 inch minimum.

2.3 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Lumber for Shimming and Blocking: Softwood lumber of cedar species.
- C. Moulding: Flexible composite moulding, UV-resistant, heat-stabilized, and paintable; for exterior use:
 - 1. Manufacturers:
 - a. Flexible Moulding Concepts.
 - b. Flexible Millork.
- D. Wood Filler: Solvent base, tinted to match surface finish color.

2.4 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.

- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.2 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.3 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

**SECTION 07 2500
WEATHER BARRIERS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Water-resistive barriers.

1.2 RELATED REQUIREMENTS

- A. Section 07 6200 - Sheet Metal Flashing and Trim: Metal flashings installed in conjunction with weather barriers.

1.3 DEFINITIONS

- A. Weather Barriers: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Water-Resistive Barrier: A material behind an exterior wall covering that is intended to resist liquid water that has penetrated behind the exterior covering from further intruding into the exterior wall assembly.

1.4 REFERENCE STANDARDS

- A. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials; 2017.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics.
- C. Shop Drawings: Provide drawings of special joint conditions.
- D. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.
- E. Installer's weather barrier manufacturer-training certificate.

1.6 MOCK-UPS

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Construct weather barrier mock-up, 10 feet long by 10 feet wide, indicating window installation.
- C. Locate where directed.
- D. Mock-up may remain as part of work.
- E. Schedule a preinstallation conference with the Owner, Architect, Manufacturer's Certified Installer, weather barrier manufacturer's designated field representative, and installers of work that interfaces with or affects weather barrier.
- F. Review methods and procedures related to weather barrier installation, including manufacturer's written instructions.
- G. Examine substrate conditions and finishes for compliance with requirements.
- H. Review flashings, special weather barrier details, weather barrier penetrations, and condition of other construction that affects weather barrier.
- I. Review temporary protection requirements for weather barrier during and after installation.

1.7 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

PART 2 PRODUCTS

2.1 GENERAL

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.

2.2 WATER-RESISTIVE BARRIER MATERIALS

- A. Source Limitations: Obtain weather barrier assembly components, including weather barrier flashing from same manufacturer as weather barrier.
- B. Water-Resistive Barrier: ASTM E2357 passed, ABAA (Air Barrier Association of America) evaluated air barrier assembly, and assembly water resistance per ASTM E331; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84; UV stabilized for nine-month exposure; and acceptable to authorities having jurisdiction.
 - 1. System Description, Single-Layer Weather Barrier: Single-layer weather barrier, including flashing and sealing of penetrations and seams.
 - 2. Air Permeance, Product: Not more than 0.001 cfm/sq. ft. at 1.57 lbf/sq. ft. (0.005 L/s x sq. m at 75 Pa) when tested in accordance with ASTM E2178.
 - 3. Water Penetration Resistance, Product: Hydrostatic head resistance greater than 7.7 ft. (2.35 m) in accordance with AATTC 127.
 - 4. Water-Vapor Permeance: Not less than 23 perms (1300 ng/Pa x s x sq. m) per ASTM E96/E96M, Desiccant Method (Procedure A) or not less than 28 perms (1600 ng/Pa x s x sq. m) per ASTM E96/E96M, Water Method (Procedure B).
 - 5. Products:
 - a. DuPont de Nemours, Inc.; Tyvek CommercialWrap.
 - b. Barricade Building Products; Barricade Wrap Plus House Wrap.
 - c. Berry Global, Inc.; Typar Metrowrap.

2.3 ACCESSORIES

- A. Sealants, Tapes, and Accessories Used for Sealing Water-Resistive Barrier and Adjacent Substrates: As indicated or complying with water-resistive barrier manufacturer's installation instructions.
- B. Flexible Flashing: Self-adhering or mechanically attached flashing used for wall penetrations in accordance with ICC-ES AC148 requirements.
- C. Liquid Flashing: One part, fast curing, nonsag, elastomeric, gun grade, trowelable liquid flashing.
- D. Thinners and Cleaners: As recommended by water-resistive barrier manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and conditions comply with requirements of this section.

3.2 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.3 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Water-Resistive Barriers: Install continuous water-resistive barrier over surfaces indicated, with sheets lapped to shed water but with seams not sealed.
- C. Mechanically Fastened Exterior Sheets:
 - 1. Install sheets shingle-fashion to shed water, with seams aligned horizontal.
 - 2. Overlap seams as recommended by manufacturer, 6 inches, minimum.
 - 3. Overlap at outside and inside corners as recommended by manufacturer, 12 inches, minimum.
 - 4. Install water-resistive barrier over jamb flashings.
 - 5. Install head flashings under water-resistive barrier.
 - 6. At framed openings with frames having nailing flanges, extend sheet into opening and over flanges; at head of opening, seal sheet over flange and flashing.

- D. Openings and Penetrations in Exterior Water-Resistive Barriers:
1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches onto water-resistive barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
 2. At openings filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
 3. At openings filled with nonflanged frames, seal water-resistive barrier to each side of framing at opening using flashing at least 9 inches wide, and covering entire depth of framing.
 4. At head of openings, install flashing under water-resistive barrier extending at least 2 inches beyond face of jambs; seal water-resistive barrier to flashing.
 5. At interior face of openings, seal gaps between window and door frames and rough framing using appropriate joint sealant over backer rod.
 6. Service and Other Penetrations: Form flashing around penetrating items and seal to surface of water-resistive barrier.

3.4 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. The contractor shall have the manufacturer inspect the installation and provide letter of approval.
- C. Do not cover installed water-resistive barriers until required inspections have been completed.
- D. Obtain approval of installation procedures from water-resistive barrier manufacturer based on a mock-up installed in place, prior to proceeding with remainder of installation.
- E. Take digital photographs of each portion of installation prior to covering up weather barriers.

3.5 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

**SECTION 07 4213
METAL WALL PANELS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufactured metal panels for exterior wall panels, soffit panels, and subgirt framing assembly, with related flashings and accessory components.

1.2 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers: Water-resistive barrier under wall panels.
- B. Section 07 9200 - Joint Sealants: Sealing joints between metal wall panel system and adjacent construction.

1.3 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2020.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2020.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data - Wall System: Manufacturer's data sheets on each product to be used, including:
 - 1. Physical characteristics of components shown on shop drawings.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions and recommendations.
- C. Shop Drawings: Indicate dimensions, layout, joints, construction details, support clips, and methods of anchorage.
- D. Samples: Submit two samples of wall panel and soffit panel, 12 inches by 12 inches in size illustrating finish color, sheen, and texture.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.
- G. Warranty Documentation for Installation of Building Rainscreen Assembly: Submit installer warranty and ensure that forms have been completed in Owner's name and registered with installer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in installing products specified in this section with minimum three years of documented experience.

1.6 MOCK-UPS

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Construct mock-up, 10 feet long by 10 feet wide; include panel and soffit system, glazing, attachments to building frame, associated vapor retarder and air seal materials, weep drainage system, sealants and seals, and related insulation in mock-up.
- C. Locate as directed by Architect.
- D. Mock-up may remain as part of work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.

- B. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- C. Store prefinished material off the ground and protected from weather; prevent twisting, bending, or abrasion; provide ventilation; slope metal sheets to ensure proper drainage.
- D. Prevent contact with materials that may cause discoloration or staining of products.

1.8 FIELD CONDITIONS

- A. Do not install wall panels when air temperature or relative humidity are outside manufacturer's limits.

1.9 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 30-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.1 GENERAL

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.

2.2 MANUFACTURERS

- A. Metal Wall Panels - Concealed Fasteners:
 - 1. Morin Corporation; Concealed Fasteners Matrix Series - MX7.0 (Type AI), MX1.0 (Type CI) and F-12-0 (Type B) as noted on elevations: www.morincorp.com/#sle.
 - 2. Petersen Aluminum Corporation; Concealed Fasteners Flush (Type B) and Reveal Wall Panels (Type A), Box Rib 1 (Type C) as noted on elevations: www.pac-clad.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Soffit Panels:
 - 1. Morin Corporation; Concealed Fasteners F-12-0: www.morincorp.com/#sle.
 - 2. Petersen Aluminum Corporation; Concealed Fastener Flush Wall Panels: www.pac-clad.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.3 METAL WALL PANEL SYSTEM

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
 - 1. Provide exterior wall panels, soffit panels, and subgirt framing assembly.
 - 2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.
 - a. This delegated design is the responsibility of the Contractor and shall be performed by a licensed design professional.
 - 3. Design Pressure: In accordance with applicable codes.
 - 4. Maximum Allowable Deflection of Panel: $L/180$ for length(L) of span.
 - 5. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 - 6. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 - 7. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
- B. Exterior Wall Panels:
 - 1. Profile: Horizontal; style as indicated.

2. Side Seams: Per manufacturer's standard detail unless noted otherwise., sealed with continuous bead of sealant.
 3. Material: Precoated steel sheet, 22 gauge, 0.0299 inch minimum thickness.
 4. Panel Width: 12 inches.
 5. Color: As selected by Architect from manufacturer's standard line.
- C. Soffit Panels:
1. Profile: Style as indicated, with venting not provided.
 2. Material: Precoated steel sheet, 22 gauge, 0.0299 inch minimum thickness.
 3. Color: As selected by Architect from manufacturer's standard line.
- D. Subgirt Framing Assembly:
1. 16 gauge, 0.0598 inch thick formed non-precoated steel sheet.
 2. Profile as indicated; to attach panel system to existing stud framing.
 3. This is a delegated design. Spacing, fasteners, and gauge are the responsibility of the design professional and shall meet the requirements for the metal panel and cladding wind requirements identified in the applicable code.
- E. Internal and External Corners: Same material, thickness, and finish as exterior sheets; profile to suit system; brake formed to required angles.
- F. Expansion Joints: Same material, thickness and finish as exterior sheets; 22 gauge, 0.0299 inch thick; manufacturer's standard brake formed type, of profile to suit system.
- G. Trim, Closure Pieces, Caps, Flashings, Facias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- H. Anchors: Galvanized steel.

2.4 MATERIALS

- A. Precoated Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Structural Steel (SS) or Forming Steel (FS), with G90/Z275 coating; continuous coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

2.5 FINISHES

- A. Fluoropolymer Coil Coating System: Manufacturer's standard multi-coat aluminum coil coating system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of coil coated aluminum surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss as selected from manufacturer's standards.

2.6 ACCESSORIES

- A. Concealed Sealants: Non-curing butyl sealant or tape sealant, see Section 07 9200
- B. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
- C. Fasteners: Manufacturer's standard type to suit application; steel, hot dip galvanized. Exposed fasteners same finish as panel system.
- D. Field Touch-up Paint: As recommended by panel manufacturer.
- E. Bituminous Paint: Asphalt base.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that building framing members are ready to receive panels.
- B. Verify that water-resistive barrier, see Section 07 2500, has been installed over wall panel substrate, see Section 07 2500.

3.2 PREPARATION

- A. Install subgirts perpendicular to panel length, securely fastened to substrates and shimmed and leveled to uniform plane, and spaced at intervals indicated.

B. Protect surrounding areas and adjacent surfaces from damage during execution of this work.

3.3 INSTALLATION

A. Install panels on walls and soffits in accordance with manufacturer's instructions.

B. Fasten panels to structural supports; aligned, level, and plumb.

C. Locate joints over supports.

D. Use concealed fasteners unless otherwise indicated by Architect.

3.4 TOLERANCES

A. Offset From True Alignment Between Adjacent Members Abutting or In Line: 1/16 inch, maximum.

B. Variation from Plane or Location As Indicated on Drawings: 1/4 inch, maximum.

3.5 CLEANING

A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.

B. Remove site cuttings from finish surfaces.

C. Remove protective material from wall panel surfaces.

3.6 PROTECTION

A. Protect metal wall panels until completion of project.

B. Touch-up, repair, or replace damaged wall panels or accessories before Date of Substantial Completion.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, sheet metal roofing, exterior penetrations, and miscellaneous flashing and trim..
- B. Sealants for joints within sheet metal fabrications.

1.2 RELATED REQUIREMENTS

- A. Section 07 4213 - Metal Wall Panels.

1.3 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2020.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2020.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.1 GENERAL

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified, if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.

2.2 MANUFACTURERS

- A. Sheet Metal Flashing and Trim Manufacturers:
 - 1. Same manufacturer as panel.

2.3 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 22-gauge, 0.0299-inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

2. Color: As selected by Architect from manufacturer's standard colors.

2.4 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, minimum 2 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

2.5 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters and Downspouts: Match existing as indicated.
- B. Accessories: Profiled to suit gutters and downspouts.
 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
- C. Seal metal joints.

2.6 ACCESSORIES

- A. Fasteners: Galvanized steel.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.3 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Secure gutters and downspouts in place with concealed fasteners.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.2 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers
- B. Section 07 4213 - Metal Wall Panels
- C. Section 07 6000 - Flashing and Sheet Metal

1.3 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2018.
- D. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.6 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 GENERAL

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.

2.2 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow: www.dow.com/#sle.
 - 2. Hilti, Inc: www.us.hilti.com/#sle.
 - 3. Pecora Corporation: www.pecora.com/#sle.
 - 4. Sika Corporation: www.usa.sika.com/#sle.
 - 5. Specified Technologies Inc: www.stifirestop.com/#sle.
 - 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 7. Substitutions: See Section 01 6000 - Product Requirements.

2.3 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
 - 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.

2.4 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Non-Staining to Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
- B. Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

2.5 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

- C. Verify that backer rods are of the correct size.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Substitutions: Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested five (5) business days prior to the date of bid opening in accordance with Section 01 6000 -- Product Requirements.
- B. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- C. Paints:
 - 1. Base Manufacturer: Sherwin Williams.
 - 2. Behr Process Corporation: www.behr.com/#sle.
 - 3. Benjamin Moore & Co. www.benjaminmoore.com.
 - 4. PPG Paints: www.ppgpaints.com/#sle.
 - 5. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.2 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.3 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed wood.

1. Two top coats and one coat primer.
2. Top Coat(s): Exterior Latex.
 - a. Products:
 - 1) Behr Marquee Exterior Semi-Gloss Enamel [No. 5450].
 - 2) Benjamin Moore Aura Exterior Paint Semi-Gloss [632].
 - 3) PPG Paints Speedhide Exterior Latex, 6-900XI Series, Semi-Gloss.
 - 4) Sherwin-Williams Solo Series, Semi-Gloss.

2.4 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.2 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.3 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.4 SCHEDULE - PAINT SYSTEMS

- A. Wood: Finish surfaces exposed to view.
 1. Exterior columns and trim: E-OP.

EXHIBIT G ARPA REQUIREMENTS

Contractor Initials 
Date 12/21/23

REQUIREMENTS FOR FEDERAL-AID PROJECTS

PART I GENERAL

I.1 SECTION INCLUDES

- A. Nondiscrimination.
- B. Nonsegregated Facilities.
- C. Lobbying Restrictions.
- D. Safety: Accident Prevention
- E. Implementation of Clean Air Act and Federal Water Pollution Control Act
- F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- G. Contract Affidavit - Debarment Suspension Certification
- H. Subcontract Restrictions.
- I. 41 CFR 60-4 Affirmative Action Requirements
- J. 2 CFR § 200.322 Domestic Preferences for Procurements

I.2 NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- A. Equal Employment Opportunity
 - 1. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirements activities of EEO:
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- a. The contractor will work with the State agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement: 'It is the policy of this Company to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, sexual orientation or gender identity. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.'
2. EEO Officer
 - a. The contractor will designate and make known to the State agency contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
 3. Dissemination of Policy
 - a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - 2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - 3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - 4) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - 5) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
 4. Recruitment
 - a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having
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a large circulation among minority groups in the area from which the project work force would normally be derived.

- 1) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- 2) In the event the contractor has a valid bargaining providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the affect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- 3) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions

a. Wages, working conditions, and employee benefits shall be established and administered and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, religion, sex, color, national origin, age, disability, sexual orientation or gender identity. The following procedures shall be followed:

- 1) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - 2) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 3) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 4) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon
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completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal

6. Training and Promotion

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions

- a. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - 1) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - 2) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, religion, sex, color, national origin, age, disability, sexual orientation or gender identity.
 - 3) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall certify to the State agency and shall set forth what efforts have been made to obtain such information.
 - 4) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals with the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, religion, sex, color,

national origin, age, disability, sexual orientation or gender identity; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing the exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State agency.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment

a. The contractor shall not discriminate on the grounds of race, religion, sex, color, national origin, age, disability, sexual orientation or gender identity in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- 1) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Copies of 41 CFR 60-4.2 and 41 CFR 60-4.3, Solicitations and Equal Opportunity Clauses, can be obtained at <http://das.nh.gov/publicworks/PWdocuments.asp>
- 2) The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Record and Reports

a. The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and Federal agencies.

- 1) The records kept by the contractor shall document the following:
 - a) The number of minority and non-minority group members and women employed in each work classification on the project;
 - b) The progress and efforts being made in cooperation with unions, when applicable, to employment opportunities for minorities and women;
 - c) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - d) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the State agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be

reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

1.3 NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- A. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- B. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- C. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

1.4 LOBBYING

- A. Limitations on the use of Grant or Contract Funds for Lobbying:
 - 1. The lobbying restrictions were established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).
 - 2. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.
 - 3. Federal-aid contractors, and consultants, as well as lower tier subcontractors and subconsultants are also subject to the lobbying prohibition. To assure compliance,
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a certification provision is included in all Federal-aid construction solicitations and contracts, and consultant agreements exceeding \$100,000 in Federal funds.

- B. Requirements of the certification provisions:
1. During the grant or contract period, recipients and sub-recipients must file disclosure form (Standard Form LLL) at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.
 2. Lower tier certifications should be maintained by the next tier above (i.e., prime contractors will keep the subcontractors' certification on file, etc.).
 3. Standard Form LLL will be provided during contract execution for utilization during the required contract period. Sample form can be obtained at <http://das.nh.gov/publicworks/PWdocuments.asp>

1.5 SAFETY: ACCIDENT PROTECTION

- A. In the performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the State agency contracting officer may determine, to be reasonable necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- B. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- C. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

1.6 IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

- A. By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:
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1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended, by Pub.L. 92-500) Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.L. Environmental Protection Agency (EPA) List of violating Facilities pursuant to 40 CFR 15.20.
 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
 3. That the firm shall promptly notify the State agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this section in every nonexempt contract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- A. Primary Covered Transactions (*Applicable to all Federal-aid contracts – 49 CFR 29*)
 1. The Contractor is advised that 49 CFR 29.510, Appendix A, requires that the Contractor, including all principals, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years.
 2. The Contractor is advised that this certification has been included, **IN BOLD PRINT**, in the bidding proposal. It is also included at the end of this specification section for those contractors submitting electronic bids.
 - B. Lower Tier Transactions (*Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more – 49 CFR 29*)
 1. The Contractor is further advised that Appendix B of 49 CFR 29.510, regarding certification of lower tier transactions, has been included in this contract.
 2. The Contractor shall not knowingly sublet, sell, transfer, assign, or dispose of any portion of the Contract or Contracts with any person or entity which, under any federal or state law or regulation, or by voluntary agreement, is currently debarred or disqualified from bidding for construction contracts or participating in construction projects in any jurisdiction of the United States, unless after disclosure of such ineligibility, such participation is authorized by appropriate federal and State authorities, including the Contract Administrator. No payment will be made for work performed by any such unauthorized contractor.
 3. Each main and lower tier subcontractor is required to include a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion in their contract for work on this project. A copy of this certification must be submitted to the State Agency before beginning any contract work. Sample form can be obtained at <http://das.nh.gov/publicworks/PWdocuments.asp>
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1.8 CONTRACT AFFIDAVIT – DEBARMENT SUSPENSION CERTIFICATION

The Bidder is advised that 49 CFR 29.510, Appendix A, requires that the Bidder, including all principals representing the organization, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years. (Refer to the following certification instructions).

The Bidder is further advised that Appendix B of 49 CFR 29.510 regarding certification of lower tier transactions has been included in this contract.

A. Instruction for Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification" Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily
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- excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
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CONTRACT AFFIDAVIT

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112 (c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

IF A PARTNERSHIP

Signature of Bidder: _____

(printed name and title)

Partnership Name &
Address

Names and Addresses of Members of the Partnership:

CONTRACT AFFIDAVIT

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112 (c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

IF AN LLC

Signature of Bidder: _____

(printed name and title)

**LLC Name &
Address:**

Names and Addresses of Members and Managers:

CONTRACT AFFIDAVIT

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112 (c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

IF A CORPORATION

Signature of Bidder: _____

(printed name and title)

Corporation Name
& Address:

Incorporated under the laws of the State of _____

Names and Addresses of Corporate Officers: *A bid by a person who affixes to his/her signature, the word "President," "Secretary," "Agent" or other designation, without disclosing whom he/she is representing if other than the contracting entity noted above, may be held to the bid of the individual signing.*

President

Name: _____

Address: _____

(continued on next page)

Secretary

Name: _____

Address: _____

(Enter Designation of another Corporate Officer below, such as Vice President or Agent)

Name: _____

Address: _____

CONTRACT AFFIDAVIT

I declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112 (c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

IF A PROPRIETORSHIP

Signature of Bidder: _____

(printed name and title)

**Proprietorship
Name & Address:**

If Applicable, a D/B/A or Trade Name: _____

If Applicable, Certificate from Secretary of State's Office to be attached.

1.9 SUBCONTRACT RESTRICTIONS

- A. Subcontractors, including main and lower tier, will not be allowed to perform any work until an Acknowledgement Certification Form has been submitted to the Contract Administrator, via the Contractor, and approved by the Contract Administrator. Sample form can be obtained at <http://das.nh.gov/publicworks/PWdocuments.asp>
- B. The Contractor shall maintain a log of all submitted subcontractors' Acknowledgement Certification Forms on-site. The log shall identify all main and lower tier subcontractors and the status of the Acknowledgement Certification Form submissions. This log shall be reviewed at each Progress Meeting to coordinate scheduled work with required Acknowledgement Certification Forms submissions. An updated log shall be submitted with each Payment Application.

1.10 41 CFR 60-4 AFFIRMATIVE ACTION REQUIREMENTS

- A. 41 CFR 60-4.2 Solicitations

**Notice of Requirement for Affirmative Action
To Ensure Equal Employment Opportunity
(Executive Order 11246)**

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for minority participation for each trade	Goals for female participation in each trade
<u>STANDARD METROPOLITAN STATISTICAL AREAS (SMSA)</u>		
SALEM-PLAISTOW	4.0	6.9
MANCHESTER-NASHUA	0.7	6.9
HILLSBOROUGH	0.7	6.9
<u>NON-SMSA COUNTIES</u>		
COOS, GRAFTON, SULLIVAN	0.8	6.9
BELKNAP, MERRIMACK, CARROLL, STRAFFORD	3.6	6.9
CHESHIRE	5.9	6.9

These goals are applicable to all contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal contract compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation addressed as follows:

Director
Federal Contract Compliance Program
US Department of Labor
JFK Building, Room 1612-C
Boston, MA 02203

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed as noted within in the Contract Special Provisions for Affirmative Action to ensure Equal Employment Opportunity.

B. Source 41 CFR 60-4.3 Equal Opportunity Clauses

Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

[1]. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East,

Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

[2]. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

[3]. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

[4]. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

[5] Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

[6]. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

[7]. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-

the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, religion, sex, color, national origin, age, disability, sexual orientation or gender identity.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

2.0 2 CFR § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

END OF SECTION

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OPTIMUM BUILDING SYSTEMS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 26, 1990. 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: 154014

Certificate Number: 0006364144



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

OPTIMUM BUILDING SYSTEMS, LLC

WRITTEN CONSENT OF MEMBERS AND MANAGER

December 26, 2023

The undersigned, being all of the members (collectively, the “Members” and each, a “Member”), and the manager (the “Manager”) of **OPTIMUM BUILDING SYSTEMS, LLC**, a New Hampshire limited liability company (the “Company”), do hereby consent to, authorize and take the following acts and resolutions by written consent without a meeting:

RESOLVED, that the undersigned deems it to be in the best interest of the Company to enter into, and hereby approves, authorizes and ratifies in all respects that certain Form Number P-37 (version 2/23/2023), by and between the State of New Hampshire acting through the Department of Administrative Services Bureau of Purchase and Property, and the Company (the “**Commercial Siding Replacement Agreement**”), including all other transactions contemplated by the Agreement, a copy of which is attached hereto as Exhibit A;

RESOLVED, that Rene Theroux, in his capacity as Manager of the Company, is authorized and directed to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments or certificates in the name of the Company, and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees and taxes as shall in the opinion of the Manager, be deemed necessary or advisable to effectuate or carry out fully the purpose and interest of the Commercial Siding Replacement Agreement; and that any and all such actions heretofore or hereafter taken by the Manager relating to and within the terms of these resolutions be, and hereby are, adopted, affirmed, approved, and ratified in all respects as the acts of the Company;

RESOLVED, that this Written Consent of the Members and Manager may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Written Consent of the Members and Manager delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Written Consent of the Members and Manager.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned, being the Members and the Manager of the Company, have adopted and approved the foregoing resolutions effective as of the date first set forth above.

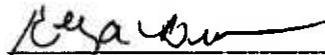

Rene Theroux, as Member and Manager


Sylvain Theroux, as Member

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 26 day of Dec 2023, personally appeared before me Rene Theroux, in his capacity as Manager and Member of Optimum Building Systems, LLC, known or properly identified to me as such, and acknowledged that he executed this instrument in such capacity as his voluntary act and deed.




Notary Public/Justice of the Peace
Commission expiration:
Print Name: Kelley A. Burnham

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 26 day of Dec 2023, personally appeared before me Sylvain Theroux, in his capacity as Member of Optimum Building Systems, LLC, known or properly identified to me as such, and acknowledged that he executed this instrument in such capacity as his voluntary act and deed.




Notary Public/Justice of the Peace
Commission expiration:
Print Name: Kelley A. Burnham

EXHIBIT A

Form Number P-37 (version 2/23/2023)

[See attached]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2023

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 Eastern Insurance Group, LLC. 233 West Central Street Natick MA 01760	CONTACT NAME: BLeBlanc@EasternInsurance.com PHONE (A/C, No, Ext): 508-923-2494 FAX (A/C, No): 7891-598-8445 E-MAIL ADDRESS: BLeBlanc@easternInsurance.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co of Illinois</td> <td>27855</td> </tr> <tr> <td>INSURER B : Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER C : American Guarantee & Liability Insurance</td> <td>26247</td> </tr> <tr> <td>INSURER D : Ironshore Specialty Insurance Co</td> <td>25445</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co of Illinois	27855	INSURER B : Landmark American Insurance Company	33138	INSURER C : American Guarantee & Liability Insurance	26247	INSURER D : Ironshore Specialty Insurance Co	25445	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED 235610 Optimum Building Systems, LLC 12 Colby Rd Litchfield NH 03052															

COVERAGES **CERTIFICATE NUMBER:** 1943151058 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	GLO-2537432-01	6/23/2023	6/23/2024	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 - COMPROP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$2,500 DED		BAP- 2537434-01	6/23/2023	6/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		LHA103036 AEC146969803	6/23/2023 6/23/2023	6/23/2024 6/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Liability \$ \$5M x \$5M
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC-2450137-01	6/23/2023	6/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	<input checked="" type="checkbox"/> POLLUTION INCL MOLD Leased/rented/stored temporary location		ICELLUW00151775 CPP319659304	6/23/2023 6/23/2023	6/23/2024 6/23/2024	LIMIT - Per Occurrence 5,000,000 Leased Rented equip 200,000 Installation/stored 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A: Workers Compensation (WC-2450137-01); 3A: CT/FL/MA/ME/NH/NY/RI/VT
 Additional Insured coverage is provided with respect to general liability, for both ongoing and completed operations (arising out of), automobile liability and umbrella liability on a primary and non-contributory basis where required by written contract. Waiver of subrogation applies to general liability, automobile liability, workers' compensation and umbrella liability where required by written contract. 30 day cancellation clause applies
 Project DPW #81189R, ARPA- Rebid Elevation repairs at DMV Building, 23 Hazen Drive, Concord.
 The State of New Hampshire, its agencies, and its agents and employees shall be named as additional insureds

CERTIFICATE HOLDER State of New Hampshire c/o Department of Administrative Services 7 Hazen drive, Room 250 Concord NH 03302	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
---	--



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 2537432-01

Effective Date: 6/23/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 2537432-01	6/23/2023	6/23/2024		90134000	S INCL	S

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE
SERVICES DIVISION OF PROCUREMENT AND SUPPORT
SERVICES**

REQUEST FOR BID FOR METAL SIDING INSTALLATION OVER EXISTING EIFS SYSTEM

RFP #2793 -24

DUE DATE: September 29th at 10:00 AM (EST)

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Contractor Initials BJ

Date 10/12/23

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Form P37-A
**REQUEST FOR BID FOR COMMERCIAL SIDING REPLACEMENT SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

SECTION I: INTRODUCTION

1. PURPOSE:

- 1.1. The purpose of this bid invitation is to establish a contract for Commercial Siding Replacement services installing metal siding over existing EIFS system at the State of New Hampshire DMV location 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.
- 1.2. Install metal siding over existing failing EIFS system on Division of Motor Vehicles Building including the Discipline(s) of: Thermal and Moisture Protection

SECTION II: Bidding Instructions and Conditions

2. INSTRUCTIONS TO VENDOR:

- 2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information 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, and signed page one of the bid invitation.

3. BID SUBMITTAL:

- 3.1. 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". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.
- 3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. BID INQUIRIES:

- 4.1. 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 Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
- 4.2. Questions shall be submitted by E-mail to Mathew Stanton at the following address:
Mathew.T.Stanton@DAS.NH.Gov
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. BID DUE DATE:

- 5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
- 5.2. 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 DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. ADDENDA:

- 6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your 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:
- 6.2. <https://apps.das.nh.gov/bidscontracts/bids.aspx>

7. TIMELINE:

- 7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a “no later than” date.
- 7.2. 8/17/2023 Bid Solicitation distributed on or by
- 7.3. 8/24/23 Pre-Bid Conference (Site Visit) 23 Hazen Drive, Concord NH
- 7.4. 9/5/2023 Last day for questions, clarifications, and/or requested changes to bid
- 7.5. 9/19/2023 States Response to questions, clarifications, and/or requested changes to bid
- 7.6. 9/29/2023 10:00 AM (EST) Bid Closing
- 7.7. 12/20/2023 Anticipated Contract approval by Governor and Executive Council - Notice to Proceed [NTP] may not be issued until Governor and Executive Council has approved the contract. DAS Division of Public Works Design & Construction will issue NTP and administer the Contract.
- 7.8. 11/30/2024 Project Completion Date

8. TERMS OF SUBMISSION:

- 8.1. 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.
- 8.2. 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.
- 8.3. A signed response further signifies that from the time the bid 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.
- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor 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.
- 8.5. 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.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. 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.

9. CONTRACT TERM:

9.1. The term of the contract shall commence upon execution by the Governor & Executive Council (the "effective date") and issue of a Notice to Proceed (NTP) by the Department of Public Works (DPW) shall continue thereafter until the DPW provides documentation of successful completion. The contract may be extended under the same terms, conditions and pricing structure at the sole discretion of the State and approval of the Governor & Executive Council.

10. CONTRACT AWARD:

10.1. The award shall be made to the qualified Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items to the contract. The State may at its sole option dismiss responses not meeting requirements under DPW definition of "Lowest Qualified Bidder". All award(s) shall be, in the form of a State of New Hampshire Contract.

10.2. 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.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

12. LIABILITY:

12.1. 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.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

13.1. Generally, the full contents of any 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 or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

13.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. 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:

13.3. 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. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. 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.

- 13.4. 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.
- 13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder 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.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
 - 13.6.1. 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;
 - 13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
 - 13.6.3. 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 Bidder.

14. TERMINATION:

- 14.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

15. VENDOR CERTIFICATIONS:

- 15.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire. 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.
- 15.2. 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>

- 15.3. 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: <https://sos.nh.gov/corporation-division/>
- 15.4. 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.
- 15.5. CERTIFICATE OF INSURANCE:
- 15.5.1. Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.
- 15.5.2. Additional project specific insurance requirements are listed under Section #31 herein.

16. BID ITEMS

- 16.1. Bid Item 01: DMV Elevation Repair All Work: Include in the Contract, a stipulated sum/price for all labor and materials to repair the elevations of the DMV Building as defined in the Drawings, Specifications and any Addenda.
- 16.1.1. Allowance 01: Include in the Contract, a stipulated sum/price of \$40,000 for use upon the Bureau's instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.
- 16.2. 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 this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- 16.3. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Contract Administrator. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- 16.4. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully-executed.
- 16.5. Notwithstanding the Contractor's objection, the Contract Administrator may at any time reduce the funds remaining in the Allowance by Alteration Order.
- 16.6. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

17. SCHEDULE OF VALUES

- 17.1. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.

- 17.2. Submit Schedule of Values in duplicate within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- 17.3. Format: Utilize Table of Contents of these Specifications. Identify each line item with number and title of major specification Section. Identify bonds and insurance, allowances, and alternates (if any).
- 17.4. 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.
- 17.5. Revise schedule to list approved Alteration Orders, with each Requisitions For Payment.

18. REQUISITION FOR PAYMENT

- 18.1. Submit three copies of each application on the Bureau's Requisition for Payment Form.
- 18.2. 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.
- 18.3. Submit updated construction schedule with each Requisition for Payment.
- 18.4. Payment Period: Submit at intervals stipulated herein
- 18.5. Substantiating Data: When the Contract Administrator requires substantiating information, submit data justifying dollar amounts in question.
- 18.6. Include the following with Requisition for Payment, payment will not be processed if any items are missing or incomplete:
 - 18.6.1. Record documents as specified in Exhibit #3 Project completion requirements, for review by the Contract Administrator, which will be returned to Contractor.
 - 18.6.2. Affidavits attesting to off-site stored products.
 - 18.6.3. Construction progress schedules, revised and current as specified in section #61 herein.

19. CHANGE PROCEDURES

- 19.1. Changes will be complete through firm fixed quote governing all change requests. In the event the quote is unacceptable to the state, the State reserves the right to proceed on a time and material basis.
- 19.2. 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.
- 19.3. The Contract Administrator 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.
- 19.4. The Contract Administrator may issue a Proposal Request including a detailed description of proposed change(s) with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. The Contractor will prepare and submit estimate within ten days.
- 19.5. Contractor may propose changes by submitting a request for change(s) to the Contract Administrator, 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.

- 19.6. 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 Contract Administrator. Submit the breakdown of the following items on a Bureau Stipulated Sum/Price Change Order Form for review and approval by the Contract Administrator:
- 19.7. The Contractor shall include the following indirect costs for work performed by the General Contractor as part of the Contractors' price:
 - 19.7.1. Worker's Compensation and Employee Liability.
 - 19.7.2. Unemployment and Social Security Taxes.
- 19.8. In addition to the above indirect costs the General Contractor shall be allowed the following markups:
 - 19.8.1. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor
 - 19.8.2. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.
- 19.9. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
- 19.10. Ten percent (10%) on that part of work performed by Subcontractors.
- 19.11. The same percentages above shall apply to Subcontractors.
- 19.12. On any change that involves a net credit to the State, no allowance for overhead, supervision and profit shall be figured.
- 19.13. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- 19.14. 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.
- 19.15. Construction Change Directive : The Contract Administrator may issue directive, signed by the Bureau Administrator or Assistant Administrator, instructing the Contractor to proceed with change in the Work, for subsequent inclusion in a Time and Material 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.

- 19.16. Time and Material Change Order: Submit itemized account and supporting data within 10 days of completion of change. The Contract Administrator will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- 19.17. 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.
- 19.18. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation. If acceptable, a Change Order for a Not to Exceed Amount will be prepared.
- 19.19. The Contractor as payment in full, including superintendence and overhead, shall accept the compensation herein provided and profit, for extra work performed. 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 Contract Administrator. Submit the breakdown of items on a Bureau Time and Material Change Order Form for review and approval by the Contract Administrator:
- 19.20. Labor (Actual wage + 40%): The Construction Superintendent is responsible for logging the time for each individual. For all laborers and foremen engaged on the specific operation and entered directly on the Contractor's payroll, the Contractor will receive the actual rate of wage for each and every hour said laborers and Foremen are actually engaged in such work to which will be added an amount equal to forty percent (40%) of the sum thereof, which percentage shall include the cost percentages of the following items as applied to the labor cost involved:
- 19.20.1. Contract Bond Premium.
 - 19.20.2. Public Liability Insurance.
 - 19.20.3. Worker's Compensation Insurance.
 - 19.20.4. Federal Social Security.
 - 19.20.5. Unemployment Compensation Taxes
- 19.21. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.
- 19.22. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
- 19.23. In addition to the above costs the General Contractor shall be allowed the following markups:
- 19.23.1. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor.
 - 19.23.2. Ten percent (10%) on that part of work performed by Subcontractors.
 - 19.23.3. The same percentages above shall apply to Subcontractors.

- 19.24. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- 19.25. Any Changes that result in a credit to any portion of the contract and/or a change in the Contract Time must be processed as an Alteration Order except as provided for in Item 1.2E.
- 19.26. Execution of Alteration Orders: Bureau of Public Works will issue Alteration Orders per the following procedures.
- 19.27. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
- 19.28. Bureau Accountant will prepare an Alteration Order on a Bureau form.
- 19.29. Bureau Administrator or Assistant Administrator will issue the Alteration Order to the Contractor for review and signature.
- 19.30. Contractor submits signed Alteration Order to the Bureau Administrator.
- 19.31. The Bureau completes the Alteration Order with the signature of the Bureau Administrator or Assistant Administrator.
- 19.32. A fully signed and executed Alteration Order is issued to Contract Administrator, Clerk of the Works, Contractor, and Using Agency.
- 19.33. 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:
- 19.34. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
- 19.35. Contract Administrator and Using Agency Representative signs Change Order.
- 19.36. Contractor can proceed with Change Order Work with direction from the Contract Administrator.
- 19.37. Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- 19.38. Fully signed and executed Change Order is issued to the Contract Administrator, Clerk of the Works, Contractor, and the Using Agency.
- 19.39. Correlation Of Contractor Submittals:
- 19.40. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Alteration Order as separate line item and adjust Contract Sum/Price.
- 19.41. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- 19.42. Promptly enter changes in Project Record Documents.

20. DEFECT ASSESSMENT

- 20.1. Replace the Work, or portions of the Work, not conforming to specified requirements.

- 20.2. If, in the opinion of the Contract Administrator, it is not practical to remove and replace the Work, the Contract Administrator will direct appropriate remedy or adjust payment.
- 20.3. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- 20.4. Defective Work will be repaired to instructions of and acceptance by the Contract Administrator, and unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- 20.5. Authority of the Contract Administrator to assess defects and identify payment adjustments, is final.
- 20.6. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 20.6.1. Products wasted or disposed of in a manner that is not acceptable.
 - 20.6.2. Products determined as unacceptable before or after placement.
 - 20.6.3. Products not completely unloaded from transporting vehicle.
 - 20.6.4. Products placed beyond lines and levels of required Work.
 - 20.6.5. Products remaining on hand after completion of the Work.
 - 20.6.6. Loading, hauling, and disposing of rejected products.

21. ALTERNATES

- 21.1. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at State's option. Accepted Alternates will be identified in State-Contractor Agreement.
- 21.2. Coordinate related work and modify surrounding work as necessary and/or indicated.
- 21.3. Schedule of Alternates
- 21.4. ADD Alternate No. 1: alternative elevations as shown in Attachment #1 Specifications & Drawings
 - 21.4.1. BASE BID: Elevations as drawn on Sheets A201, A202 and A203
 - 21.4.2. ADD ALTERNATE: Elevations as drawn on Sheets A201.1, A202.1 and A203.1

22. BID PRICES:

- 22.1. 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.
- 22.2. 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"
- 22.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

23. AUDITS AND ACCOUNTING:

- 23.1. 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.
- 23.2. 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.

24. PAYMENT:

- 24.1. Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) 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> Eligible participants shall negotiate their own payment methods with the successful Vendor.

25. PAYMENTS TO CONTRACTOR

- 25.1. The State will process payments to the Contractor each month on the basis of duly certified and approved estimates 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. Payments will only be approved in an amount no greater than the percentage of project completion, as determined by the Contract Administrator.
- 25.2. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Contract Administrator, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Commissioner may require. If payment is to be made for materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon inspection and/or observation by the Department and submission by the Contractor of bills of sale or such other procedure satisfactory to the Commissioner to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site.
- 25.3. Immediately upon receipt of the Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors have clear access.
- 25.4. Retainage: Contract Payment Withheld: A 5% retainage shall be withheld from each Progress Payment until issuance of a Certificate of Substantial Completion.. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.

***** [OR] *****

- 25.5. Irrevocable Letter of Credit: In lieu of retainage for Projects amounting to Five Hundred Thousand (\$500,000.00) or more, the Contractor, with the approval of the Commissioner, may provide the Commissioner with a Letter of Credit in an amount equal to five percent (5%) of the total adjusted Contract amount at the time of such request. Any such Letter of Credit must be irrevocable (that is, it may be modified or revoked only with the consent of the Commissioner). It shall have a termination

date at least one hundred twenty (120) days after the completion date specified in the underlying Contract, or as may be altered in accordance with the Contract Documents, whichever is later. The Letter of Credit shall authorize the Commissioner to require the issuing financial institution to deposit with the State an amount equal to the retainage that would have been deducted from payment to the Contractor, as specified in 10.4.A. The Commissioner may utilize the amount so deposited in the same manner as retainage.

- 25.6. Retainage will be released at Final Payment. After the Certificate of Substantial Completion has been issued, upon written application by the Contractor and with the approval of the Surety, the Commissioner may release a portion of the retained amount.
- 25.7. Payment for Material On Hand: 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.
- 25.8. 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 Contract Administrator 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.
- 25.9. All material and work covered by partial payments made shall thereupon become the sole property of the State, but this provision shall not be construed as relieving the Contractor of the sole responsibility of all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the State to require the fulfillment of all the terms of the Contract.
- 25.10. Payment for Material Not on Hand: Upon receipt of a written request by the Contractor, partial payment may be made for acceptable, fully-fabricated, nonperishable materials not delivered that are unique to the Project provided the materials meet the requirements of the Contract and are stored in excess of 30 days at locations approved by the Department, and provided all required certificates of compliance, mill test reports, shop inspector's acceptance and any other required materials certification have been furnished. Materials shall be identifiable and accessible for inspection. Storage areas shall provide adequate protection so that such materials will meet the Contract requirements upon delivery to the site.
- 25.11. Partial payment will be based on the actual cost to the Contractor as indicated on invoices furnished to the Contract Administrator. When material payments exceed \$100,000 or 10 percent 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 Contract Administrator 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. Payment shall not exceed 90 percent of the bid price. NO payment will be made on

materials for any item in the contract whose total dollar value is less than \$5,000. Approval of partial payment will not constitute final acceptance of the materials for use in completing items of work.

- 25.12. Release of Claims: 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 Commissioner, 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.
- 25.13. Final Payment: Application for Final Payment received from the Contractor will be processed for payment not less than 90 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 alteration 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.
- 25.14. Acceptance of Final Payment Constitutes Release: 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 State 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.
- 25.15. Contractor's title to materials: 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 good title has been obtained for all materials and supplies for which partial payment has been accepted. If any claim is made with respect to materials provided by the Contractor, Subcontractors, or Independent Contractors, the Contractor shall defend any such claim and shall pay any judgment or settlement thereon.
- 25.16. Changes in work: No charge for any extra work or material will be allowed without a fully executed Alteration Order. (Refer to Specification Section Price and Payment Procedures)
- 25.17. The Commissioner 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 the Contract and within the general scope thereof.
- 25.18. If any part of the work as installed be at variance with the Contract requirements, the Department may allow all or any part of such work to remain in place, if found to be in the best interest of the State, subject to proper adjustment in the Contract Price. Acceptance of installed work in one instance or in any instance does not constitute a waiver of Specifications, General Conditions or contract requirements.
- 25.19. Superintendence by contractor: The Contractor shall have on the project site, at all times when work is being performed, a competent English speaking Superintendent capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, satisfactory to the Department. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.

25.19.1. The Superintendent shall be responsible for verifying that all materials, installation, coordination, and workmanship are in conformance with the contract documents.

25.19.2. Unless the Department has granted prior written approval, the Superintendent shall not, himself, engage in "hands-on" construction work.

25.19.3. In the event the Superintendent fails or refuses to perform functions mentioned above as determined by the Department, the Contractor agrees to a stipulated penalty of \$1,200.00 per day, in addition to any liquidated damages provided hereunder.

25.20. Failure to complete work on time: 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 16.3 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 State and for reimbursing the Department and Using Agency 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 State for such deficiency.

25.20.1. If the Division of Public Works Design & Construction 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 State 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.

25.20.2. The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule:

Original Contract Amount, Plus Any Extras, Alteration Orders, and Alternates		Amount of Liquidated Damages Per Working Day
From More Than:	To and Including:	
\$0	\$25,000.00	\$200.00
\$25,000.00	\$50,000.00	\$250.00
\$50,000.00	\$100,000.00	\$400.00
\$100,000.00	\$500,000.00	\$450.00
\$500,000.00	\$1,000,000.00	\$800.00
\$1,000,000.00	\$2,000,000.00	\$1,200.00
\$2,000,000.00	\$5,000,000.00	\$1,600.00
\$5,000,000.00	\$10,000,000.00	\$2,000.00
\$10,000,000.00	and above	\$2,400.00

25.21. Substantial completion and final inspection: The Contractor shall provide a signed Substantial Completion Application to the Contract Administrator when the work is believed to be substantially complete, in accordance with specification section 01 7000, accompanied by a list of items, referred to as the Punch List, to be completed or corrected. The failure to include any items of such list does not

Contractor Initials BJ

Date 10/16/23

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 who determines that the work is substantially complete, a Certificate of Substantial Completion will be issued.

25.21.1. The Certificate of Substantial Completion shall:

25.21.1.1. Include any modifications to the Punch List or value as determined by the Department.

25.21.1.2. Establish the Date of Substantial Completion.

25.21.1.3. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

25.21.1.4. Identify the responsibilities of the State and the Contractor for security, maintenance, heat, utilities, and damage to the work and insurance.

25.21.1.5. Fix the time limit within which the Contractor shall complete the items listed herein.

25.22. Partial Occupancy or Use: The State may take occupancy or use of completed or partially completed portions of the work upon written agreement between the Commissioner and the Contractor. Said partial occupancy or use shall have the approval of the insurer and Code enforcement authorities having jurisdiction. Said partial occupancy or use, (whether substantial completion has been obtained or not) provided the Department and Contractor have agreed upon written terms detailing each of the entities responsibilities in their entirety, may be exercised under these General Conditions.

25.23. A Written agreement shall stipulate the time period for completion of all Work and the commencement date for all applicable contract warranties. Said written agreement shall be preceded by a Contractor generated listing of all incomplete Work, meeting with the approval of the Department, before partial occupancy or use is taken by the State with prior approval of the Division.

25.24. If the Contractor fails to complete the items on the "punch list," by the date specified on the Substantial Completion Certificate, then in addition to the corrective measures listed in the Certificate of Substantial Completion, the State 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. The Surety may be notified of any delay or failure to complete the work.

25.25. Upon written notice that the work is ready for final inspection and acceptance, the Department shall promptly make such inspection, to determine the work is acceptable under the Contract Documents and the Contract fully performed. The Contractor shall submit a request for payment, specifically identifying Final Payment. The Contractor shall provide all certificates and reports, as required, throughout the contract and shall coordinate their preparation and submission prior to request for final payment. Failure to submit such certificates and reports shall be considered default of contract.

26. DEFAULT AND TERMINATION OF CONTRACT

26.1. If the Contractor:

26.1.1. Fails to begin work under Contract within the time identified in specification

26.1.2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work, or

26.1.3. 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

- 26.1.4. Discontinues the prosecution of the work, or
 - 26.1.5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or
 - 26.1.6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency, or
 - 26.1.7. Makes an assignment for the benefit of creditors, or
 - 26.1.8. For any other causes whatsoever, fails to carry on the work in an acceptable manner.
- 26.2. The Commissioner will give notice, in writing, to the Contractor and his Surety for such delay, neglect, and default for any item identified above.
- 26.2.1. Upon receipt of Notification of Default and the Contractor or Surety does not proceed in accordance with said Notification, then the Commissioner will Terminate the Contract. Upon which, the Commissioner shall have full power and authority, without violating the Contract, to assume the prosecution of the work. The Commissioner may enter into one or more agreements for the completion of said Contract according to the terms and conditions thereof, or use such other methods as will be required for the completion of said Contract in an acceptable manner.
 - 26.2.2. 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.

27. TERMINATION OF CONTRACT WITHOUT FAULT

- 27.1. Except in cases controlled by the preceding section, the Commissioner, for any cause, including, but not limited to an order of any Federal authority or petition of the Contractor due to circumstances beyond its control may, by written notice to the Contractor and the Surety, with the concurrence of the Governor and Council, terminate the Contract or any portion thereof subject to the Condition(s) A, B, C, and D provided below.
- 27.2. Notwithstanding anything to the contrary contained in these conditions, 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 by the Advisory Budget Control Committee, the Commissioner may, by written notice to the Contractor and Surety, immediately terminate this Contract in whole or in part in accordance with the following conditions:
- 27.2.1. 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:
 - 27.2.2. A percentage of the Contract unit price, which percentage shall be the percentage of completion of the particular item at time of termination.
 - 27.2.3. 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.

- 27.2.4. 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.
- 27.2.5. 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.
- 27.2.6. Termination of a Contract, or a portion thereof, shall not relieve the Contractor of its responsibilities for the work completed nor shall it relieve the Surety of its obligations for and concerning any claims arising out of the work performed.

28. ASSIGNMENT PROVISION

- 28.1. The Contractor hereby agrees that it will assign to the State, 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 of contracts in restraint of trade which affect the price of goods or services obtained by the State under this Contract, if so requested by the State.

29. VENDOR RESPONSIBILITY:

- 29.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.
- 29.2. 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>
- 29.3. 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.
- 29.4. 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.
- 29.5. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.
- 29.6. In preparation of a bid response, the prospective Vendor shall:
- 29.6.1. Provide pricing information as indicated in the "Offer" section; and
 - 29.6.2. Provide all other information required for the bid response (if applicable); and
 - 29.6.3. Complete the "Vendor Contact Information" section; and
 - 29.6.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.
- 29.7. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.
- 29.8. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

29.9. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>

30. IF AWARDED A CONTRACT:

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

- 30.1. Section 1.3 Contractor Name
- 30.2. Section 1.4 Contractor Address
- 30.3. Section 1.11 Contractor Signature
- 30.4. Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)
 - 30.4.1. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
 - 30.4.2. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
 - 30.4.3. 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.

31. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- 31.1. The Contractor shall deliver to the State at the time of submitting a signed 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 a description of the project, including the project name and number. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium. The Contractor shall keep the following insurance coverages in force through the date of Substantial Completion, or longer at the Project Manager's direction: Builder's Risk; and Owner's and Contractor's Protective Liability. The Contractor shall keep all other insurance coverages required under this Contract in force through the period of the Contract, which includes any applicable warranty period. The Contractor shall have a continuing duty to keep the insurance coverages required under this Contract in effect and to provide the Division of Public Works Design and Construction with new certificates of insurance containing the project number and description as policies are amended or renewed. At the request of the Commissioner, 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, amended or renewed. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide at the time the policy is issued, amended or renewed. Failure to comply with the insurance requirements of this Contract may result in a delay in processing requisitions, stopping work on the project, or other consequences.
- 31.2. 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.

31.3. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and a Notice to Proceed is issued.

31.3.1. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:

31.3.1.1. Employer's Liability—Limits of Liability:

31.3.1.1.1. \$100,000 each accident.

31.3.1.1.2. \$500,000 Disease-policy limit.

31.3.1.1.3. \$100,000 Disease-each employee.

31.4. Any applicable deductible shall be shown on the Certificate.

31.4.1. Commercial General Liability Insurance:

31.4.1.1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverages:

31.4.1.1.1. Limits of Liability:

31.4.1.1.1.1. \$1,000,000 Each Occurrence Bodily Injury & Property Damage.

31.4.1.1.1.2. \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement.

31.4.1.1.1.3. \$2,000,000 Products/Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be named as additional insureds.

31.4.2. If blasting and/or demolition is required by the Contract, the Contractor or Subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.

31.4.3. Owner's and Contractor's Protective Liability (OCP) coverage for the benefit of the State of New Hampshire Department of Administrative Services.

31.4.3.1. Limits of Liability:

31.4.3.1.1. \$2,000,000 Each Occurrence

31.4.3.1.2. \$3,000,000 Aggregate

31.4.3.1.3. \$2,000,000 Bodily Injury & Property

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

31.4.4.1. Limits of Liability:

31.4.4.1.1. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

31.4.4.2. Commercial Umbrella Liability

31.4.4.2.1. Limits of Liability:

31.4.4.2.1.1. \$1,000,000 Each Occurrence

- 31.4.4.2.1.2. \$1,000,000 General Aggregate
- 31.4.4.2.1.3. \$1,000,000 Completed Operations Aggregate

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

31.5.1. The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, 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 Department of Administrative Services 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.

31.6. General Insurance Conditions

31.6.1. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

31.6.2. For all insurance coverages for which the State of New Hampshire must be named as an additional insured, the certificate of insurance shall state the certificate holder as:

- 31.6.2.1. State of New Hampshire
- 31.6.2.2. c/o Department of Administrative Services
- 31.6.2.3. 7 Hazen Drive, Room 250
- 31.6.2.4. Concord, NH 03302.

31.7. Additional Insurance for Design/Build Contracts:

31.7.1. In addition to the insurance requirements listed in the above paragraphs, the Designer/Builder Team shall provide the following coverage.

31.7.2. The Designer/Builder Team or the Designer shall purchase and maintain professional liability coverage for this project. The coverage shall provide the State of New Hampshire with protection against design errors and omissions and shall have an annual aggregate limit of no less than \$2,000,000. The coverage shall be maintained through the legal statute of repose period applicable for all work on the project.

32. PROPOSAL GUARANTY:

32.1. A Proposal will not be considered unless accompanied by a guaranty of the character and amount indicated in the proposal and made payable to the "Treasurer, State of New Hampshire." The bid bond used by the Bidder shall be prepared as follows:

32.1.1. The bond shall be completed in a form acceptable to the Department, and

32.1.2. The bonding company issuing the bond shall be licensed to transact business in the State of New Hampshire, and

- 32.1.3. The bonding company shall be listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published by the United States Department of the Treasury, Fiscal Service, Circular 570.
- 32.2. In the event that any irregularities are contained in the Proposal Guaranty, the Bidder will have seven (7) calendar days from the time the bids are opened to correct the irregularities. If such irregularities are not corrected to the satisfaction of the Department, the Proposal will be rejected.
- 32.3. A Bidder shall submit an electronic corporate surety bid bond with its electronic Proposal, through the Department's secure vault service. The corporate surety bond shall accompany each electronic Proposal. A Bidder must arrange with its bonding agent to obtain an electronic bid bond and bid bond code. The bid bond code shall be submitted with the electronic Proposal.
- 32.4. The Bidder shall not withdraw its bid for a period of sixty (60) days after the scheduled closing time for receipt of bids. If the bid is accepted, the Bidder will enter into a formal Contract with the Commissioner in accordance with the Contract Documents and the required Contract Bond provided. In the event that the withdrawal of said bid within said period, or the failure to enter into said Contract and give said Bond within twenty (20) days after the Bidder has received notice of the acceptance of its bid, the Bidder shall be liable to the Commissioner for the full amount of the Proposal Guaranty as representing the damage because of the default of the Bidder in any particular thereof. The Proposal Guaranty shall be returned to all except the lowest two Bidders within three (3) days after the formal opening of bids. The remaining Proposal Guarantees will be returned to the two (2) lowest Bidders within forty-eight (48) hours after the Commissioner and the accepted Bidder has executed the Contract and Bond and the issuance of the Notice to Proceed. If the Notice to Proceed is not issued within sixty (60) days after the date of the opening of bids, then the Proposal Guaranty of any Bidder will be returned upon its request, provided the Bidder has not been notified of the acceptance of bid prior to the date of such request.

33. CONTRACT BOND

- 33.1. The successful Vendor(s) at the time of the execution of the contracts(s) must submit a Payment and Performance Bond in the sum equal to one hundred percent (100%) of the amount of the contract as required by RSA 447:16. The Payment and Performance 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 payment and performance bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. See <http://www.fms.treas.gov?c570/index.html>.
- 33.2. Release of Claims and Final Payment: The final payment shall not become due until the Contractor delivers 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
- 33.3. Application for Final Payment received from the Contractor will be processed for payment not less than 90 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, less previous payments. All prior partial payments shall be subject to correction in the final estimate and payment.
- 33.4. Acceptance of Final Payment Constitutes Release: 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 State for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this

Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

- 33.5. If the successful Bidder fails to execute the Contract and submit acceptable bond and required attachments within 20 days after the date of notice of acceptance of the Proposal, the Department may cancel the notice of award and retain the Bidder's Proposal Guaranty which shall become the property of the Department, not as a penalty, but in liquidated damages sustained. Contract award may then be made to the next lowest responsible Bidder or the Work may be re-advertised.

SECTION III SCOPE OF SERVICES:

33.1. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

33.2. Please see attachment #1 Specifications & Drawings

34. SITE VISITATION:

34.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

35. CONDITIONS AT SITE OR BUILDING

35.1. Bidders shall visit the site and be responsible for having 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 submitting the bid.

36. EXPLANATION TO BIDDERS

36.1. No oral explanation in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions or doubts as to the meanings of Bidding Documents shall be communicated in writing to the in accordance with the timeline herein. Any interpretations will be in the form of an Addendum to the Bidding Documents that will be forwarded to all Bidders of record and sent to all other locations identified in the Invitation to Bid where documents are made available.

37. ADDITIONAL REQUIREMENTS:

37.1. The Contractor shall, except as otherwise specifically stated in the Contract Documents, provide and pay for all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

37.2. CONTRACTOR'S USE OF SITE AND PREMISES

37.3. Limit use of site and premises to allow:

37.4. State occupancy.

37.5. Use of site and premises by the public.

37.6. Emergency Building Exits During Construction: Shall be maintained and all building entrances and exits shall remain functional.

37.7. Construction Operations: Limited to areas noted on Drawings.

37.8. Time Restrictions for Performing Exterior Work: Normal working hours of 7:00 am to 4:00 pm, Monday through Friday with the following restrictions:

37.9. No access during the following observed holidays:

- 37.9.1. New Year's Day.
- 37.9.2. Martin Luther King Jr. Civil Rights Day.
- 37.9.3. Washington's Birthday (President's Day).
- 37.9.4. Memorial Day.
- 37.9.5. Independence Day.
- 37.9.6. Labor Day.
- 37.9.7. Veterans' Day.
- 37.9.8. Thanksgiving Day.
- 37.9.9. Day after Thanksgiving.
- 37.9.10. Christmas Day.
- 37.10. Access for-work outside of normal working hours shall be requested in writing to the Contract Administrator, at least one week in advance. The Contract Administrator may accept or reject the request.
- 37.11.
- 37.12. Utility Outages and Shutdown: Shall be coordinated with the building users to minimize disruption of services, and may require work to take place outside of normal working hours.
- 37.13. WORK SEQUENCE
 - 37.13.1. Work shall commence within 15 days after issuance of Notice to Proceed. Failure to comply shall constitute Default of Contract.
- 37.14. STATE OCCUPANCY
 - 37.14.1. The State will occupy the site and premises during the entire period of construction.
 - 37.14.2. Cooperate with State to minimize conflict, and to facilitate State's operations.
 - 37.14.3. Schedule the Work to accommodate State occupancy.
- 37.15. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 37.16. The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).
- 37.17. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

- 37.18. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 37.19. The Vendor or their personnel shall not represent themselves as employees or agents of the State.
- 37.20. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 37.21. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 37.22. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 37.23. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

38. OBLIGATIONS AND LIABILITY OF THE VENDOR:

- 38.1. 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.
- 38.2. 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.
- 38.3. 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.

39. NON-COLLUSIVE BIDDING CERTIFICATION:

- 39.1. Every Proposal submitted to the Department shall contain the following statement affirmed by the Bidder as true under the penalties of Law. This Certification, on Department forms, shall be signed by the Bidders and submitted with the bid documents. Non-Collusive Bidding Certification: By

submission of this Proposal, each Bidder and each person signing on behalf of any Bidder, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- 39.1.1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or with any competitor for the purpose of restricting competition.
 - 39.1.2. Unless required by law, the prices that have been quoted in this Proposal have not been knowingly disclosed and will not knowingly be disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor prior to opening of bids.
 - 39.1.3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
 - 39.1.4. The signees of the Proposal hereby tender to the Department this sworn statement that the named Contractor(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this Proposal.
- 39.2. A Proposal will not be considered for award nor will any award be made where there has not been compliance with the statements in the certification above.
- 39.3. The fact a Bidder (1) has published price lists, rates, tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such item, or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Part 11.1A of the certification above.

40. NON-EXCLUSIVE CONTRACT

- 40.1. 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

41. OFFER:

- 41.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.
- 41.2. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.
- 41.3. The offer section is attached to this RFB. Please complete detailed pricing in Exhibit #1 Offer Section contained herein.

42. VENDOR CONTACT INFORMATION:

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

<u>Bob Jean</u>	<u>603-715-2893</u>	<u>603-396-5745</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number

E-mail Address

Company Website

Optimum Building Systems, LLC

12 Colby Rd, Litchfield, NH 03052

Vendor Company Name

Vendor Address

43. COORDINATION AND PROJECT CONDITIONS

- 43.1. Coordinate scheduling, submittals, and Work of various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 43.2. Comply with the "Underground Utility Damage Prevention System" per NH RSA 374 Sections 48 through 56 by notification to DIG-SAFE SYSTEM, Inc., of intent to excavate within 100 feet of an underground utility. Contact DIG-SAFE at 1-888-334-7233 (1-888-DIG-SAFE) or on-line at <http://www.digsafe.com> at least seventy-two (72) hours in advance of starting any excavation. Saturday, Sundays, and legal holidays are not included in the computation of the required seventy-two (72) hour notice.
- 43.3. Maintain proper environmental conditions for installation of all building components and materials. This shall include but not be limited to manufacturers recommended temperature and humidity requirements. Maintain a weather tight building envelope and protect new work from any kind of spillage.
- 43.4. Prior to the start of any Work, provide an independent company to locate utilities potentially affected by the Work and as shown and/or identified in the Contract Documents. All utilities shall be identified by the Contractor on the Record Drawings.
- 43.5. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- 43.6. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 43.7. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- 43.8. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- 43.9. After State occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of State's activities.

44. PERMITS AND FEES

- 44.1. 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. This includes permits and fees for State ADA (if required) and SHPO (if required).

- 44.1.1. Per "Saf-C 8100 State Building Permit System" a Building Permit shall be obtained by the Contractor from the Office of the State Fire Marshal (SFMO).
- 44.1.2. A Construction Permit has been applied for by the Division of Public Works.
- 44.1.2.1. A complete set of Construction Documents has been submitted to the State Fire Marshal Office for review by DPW.
- 44.1.2.2. An application for building permit has been submitted to the State Fire Marshal Office by DPW to initiate review.
- 44.1.2.3. A copy of the SFMO **approval letter** will be transmitted to the awarded Contractor at the pre-construction meeting.
- 44.1.2.4. A copy of the **permission to sign as owner agent letter** will be transmitted to the awarded Contractor at the pre-construction meeting.
- 44.1.3. After award, DPW will notify the SFMO of the awarded Contractor.
- 44.1.4. After award the Contractor will create a Collaborator Profile through the SFMO permitting software MYGOV, if one is not already created.
- 44.1.4.1. Instructions for becoming a 'Collaborator' on MYGOV are attached at the end of this section.
- 44.1.4.2. Public Portal here: https://public.mygov.us/divisionoffiresafety_nh
- 44.1.4.3. AGENCY on MYGOV refers to the "State of New Hampshire Division of Fire Safety."
- 44.1.4.4. Contractor will need to complete the application for each permit required and pay the required fees for each permit required.
- 44.1.5. Permit applications for the Trades (Mechanical, Mechanical gas, Electrical, Fire Protection, Plumbing and SWPPP) are 'sub-permits' to the Building Construction Permit and each requires a separate application and payment.
- 44.1.6. Application for Trade Permits must be submitted through MYGOV electronic permitting system. Direct questions to the State Fire Marshal's Office: (603) 223-4289; DOS.FMO.INSPEC@DOS.NH.GOV.
- 44.1.7. When applying for a permit you will need the following:
- 44.1.7.1. A copy of the **SFMO approval letter** (Letter will be given to the Contractor by DPW at the pre-construction meeting).
- 44.1.7.2. A copy of the Construction Permit Application Form (open on MYGOV).
- 44.1.7.2.1. Contractor shall write in the Contractor Information, Licensing Information and Calculate the Permit Fees.
- 44.1.7.2.2. Contractor shall write in the design professional information available on the drawing set (the seal of the architect/engineer of record contains their registration number, or call the design professional).
- 44.1.7.2.3. Contractor shall write the SFMO Project Number in the area next to the word "APPLICATION". The SFMO Project Number may be obtained from the Building Permit available from the State Contract Administrator at the Pre-Construction meeting.

- 44.1.7.3. A copy of **Permission to Sign Letter** from the DAS Commissioner must be copied and attached to EVERY APPLICATION by the applicant.
- 44.1.7.4. **Payment** for the permit fee.
- 44.1.8. **Please direct all questions related to permitting process and fees to Phil Biron at the Office of the State Fire Marshal – (603) 223-4289.**
- 44.1.9. **Fees for all re-inspections shall be paid by the Contractor as stated on the application form.**
- 44.1.10. **Immediately upon receipt of Permits from the Office of the Fire Marshal, Contractor shall transmit copies to the Contract Administrator.**
- 44.1.11. NOTE: along with Permits the State Fire Marshal's Office will issue:
- 44.1.11.1. A list of required inspections will be provided on the issued permit and the MYGOV Portal. All inspections will be maintained in the MYGOV Portal and available through the Collaborator Profile.
- 44.1.11.2. A set of 'approved' drawings bearing the SFMO stamp and signature. This set, or a set covered by the 'approved' cover sheet shall become the record set on site and be maintained throughout the project for use by the SFMO and Clerk of the Works.
- 44.1.11.3. Permits may be applied for, and Inspections may be requested at MYGOV, and at DOS.FMO.INSPEC@DOS.NH.GOV and by telephone at (603) 223-4289
- 44.1.12. **Contractor shall post all paid Permits at the Contractor's Field Office or project site in a conspicuous location prior to beginning the work.**
- 44.1.13. **Fees for interface with municipal (Town or City) and/or Private Infrastructure (Liberty, Eversource, Etc.) must be applied for and paid for separately from this permit process. The General Contractor is responsible to apply for, obtain and pay for required permits from each municipality and/or Private company as required. Unless noted otherwise in the Construction Documents.**
- 44.1.14. 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.
- 44.1.15. **The Contractor's attention is called to RSA 72-B, Excavation Tax and related administrative rules of the Department of Revenue Administration, which among other provisions, levies a tax on earth and excavations as defined in RSA 155-E. The Contractor is required, on a yearly basis, to file a Notice of Intent to Excavate in each municipality where excavation operations are anticipated. Additionally, the Contractor shall post the Excavation Tax Certificate, received from the Dept of Revenue Administration, at the contractor's project bulletin board.**
- 44.1.16. **Contractor must file with the Federal Aviation Administration in accordance with CFR Title 14 Part 77.9 at least 45 days prior to construction.**

45. STATE LABOR REQUIREMENTS

- 45.1. Work Certificate for Contractors Before Beginning Their Work on Public Projects
- 45.1.1. Pursuant to RSA 21-I:80 and RSA 228:4-b, prior to any work being done by an individual contractor, such contractor, including ALL subcontractors and independent contractors, shall provide a Work Certificate for Contractors Before Beginning their Work on Public Projects (Work

Certificate) to the Contract Administrator. Sample form can be obtained at <http://das.nh.gov/publicworks/pwdocuments.asp>

- 45.1.2. The Work Certificate of this Contractor is required to be provided for APPROVAL of the Contract. This Work Certificate shall be provided to the Contractor during the Contract approval process by the NH DAS Division of Procurement & Support Services. All required information shall be completed with attached documentation and shall be returned to the NH DAS Division of Procurement & Support Services.
- 45.1.3. Subcontractors, including main and lower tier, will not be allowed to perform any work until their Work Certificates have been submitted to the Contract Administrator via this Contractor.
- 45.1.4. This Contractor shall maintain a log of all submitted subcontractor Work Certificates on-site. The log shall identify all main and lower-tier subcontractors and the status of the Work Certificate submission. This log shall be reviewed at each Progress Meeting to coordinate scheduled work with required Work Certificate submissions. An up-dated log shall be submitted with each Payment Application.
- 45.1.5. This Contractor shall keep a copy of all Work Certificates on the jobsite, either in electronic or hardcopy form.
- 45.2. The Contractor shall obey all applicable State and Federal Labor laws.
- 45.3. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the Contract Administrator a list of the names and addresses of the CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract. This list shall be provided at the Preconstruction meeting. The name and address of each subcontractor shall be provided on the Subcontractor/Employee Master List (below).
- 45.4. The Contractor shall maintain a Subcontractor/Employee Master List (Master List) of all personnel performing work on the job site, including the Contractor's employees, all subcontractors and subcontractor employees, and all independent contractors. Pursuant to RSA 21-I:81-b, the Master List shall identify which entity has hired each subcontractor and independent contractor and which entity is providing Workers Compensation coverage for the on-site personnel. The Master List shall also confirm that each employee has an OSHA-10 certification as required per RSA 277:5-a. Subcontractors and independent contractors will not be allowed to perform any work until they have been correctly identified on the Master List. A sample Master List document, created in Microsoft Word, can be obtained at <http://das.nh.gov/publicworks/pwdocuments.asp>. The initial Master List submission shall be at the Preconstruction meeting.
- 45.5. The Master List shall be posted on the jobsite and updated as needed to reflect any new subcontractors and independent contractors. The Master List shall be reviewed at each Progress Meeting. On a monthly basis, the Contractor shall provide to the Contract Administrator a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.
- 45.6. The Contractor shall maintain a daily log-in sheet of all personnel performing work on the jobsite. Personnel shall list their name, name of employer or identify themselves as independent contractors. No contractor, subcontractor or independent contractor performing work on the job site shall be allowed on site without first signing the daily log-in sheet.
- 45.7. The Contractor shall verify that personnel listed on the daily log-in sheet are also listed on the Master List. If personnel are not listed on the Master List, they will not be allowed on site until their employer has certified, in writing, that the employee is covered under Workers Compensation coverage for the appropriate work classification noted on the Work Certificate.

45.8. The Contractor shall post six (6) mandatory labor posters in a conspicuous, weather-tight place at the jobsite: Protective Legislation Law; Criteria to Establish an Employee or Independent Contractor; NH Minimum Wage Law; and Whistleblowers Protection Act; Workers Right to Know; Equal Pay Law. These posters can be found at the NH Dept. of Labor website <https://www.nh.gov/labor/forms/mandatory-posters.htm>

45.9. The Contractor shall maintain, on the jobsite, copies of OSHA-10 certificates for all personnel listed on the Master List and required per RSA 277:5-a to have OSHA-10 certificates.

46. PRECONSTRUCTION MEETING

46.1. The Contract Administrator will schedule meeting at the Project site prior to Contractor occupancy.

46.2. Attendance Required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), [Architect/Engineer,] [Special Consultants,] Contractor, Contractor's Superintendent, and major Subcontractors.

46.3. Potential Agenda Topics:

46.3.1. Distribution of Contract Documents. The Contractor will be furnished a maximum of five (5) sets of Specifications and Drawings, free of charge. Any additional sets required shall be paid for at the cost of reproduction as determined by Department.

46.3.2. The Contractor shall submit Work Certificate(s) (as defined in this Section) for the Contractor and all known subcontractors.

46.3.3. Submission of Work Certificate Log.

46.3.4. Submission of names and addresses of the Contractor's CEO, CFO, other LLC principals, and each subcontractor. The name and address of each subcontractor shall be reported on the Master List.

46.3.5. Submission of Master List of subcontractors and all personnel expected to be on site.

46.3.6. Review daily log-in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List.

46.3.7. Review file of OSHA-10 certificates for all on-site personnel required to be certified per RSA 277:5-a.

46.3.8. Verify that all mandatory labor posters are posted in a conspicuous, weather-tight place.

46.3.9. Submission of list of products, schedule of values, and progress schedule.

46.3.10. Submittal and posting of Excavation Tax Certificate, as required per RSA 72-B if over 1000CY of material are anticipated to be removed from the site.

46.3.11. Designation of personnel representing parties in Contract.

46.3.12. Use of premises by State and Contractor.

46.3.13. State's requirements.

46.3.14. Construction facilities and controls provided by State.

46.3.15. Temporary utilities provided by State.

46.3.16. Security and housekeeping procedures.

- 46.3.17. Schedules.
 - 46.3.18. Traffic Control Plan.
 - 46.3.19. Application for payment procedures.
 - 46.3.20. Procedures for testing.
 - 46.3.21. Procedures for maintaining record documents.
 - 46.3.22. Requirements for start-up of equipment.
 - 46.3.23. Inspection and acceptance of equipment put into service during construction period.
- 46.4. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

47. PROGRESS MEETINGS

- 47.1. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- 47.2. Attendance required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), Architect/Engineer, Contractor, Contractor's Superintendent, and only when necessary major Subcontractors.
- 47.3. Potential Agenda Topics:
 - 47.3.1. Review minutes of previous meetings:
 - 47.3.2. Review of Work progress.
 - 47.3.3. Field observations, problems, and decisions.
 - 47.3.4. Identification of problems impeding planned progress.
 - 47.3.5. Review of submittals schedule and status of submittals.
 - 47.3.6. Review Work Certificate Log.
 - 47.3.7. Review Master List of subcontractors and on-site personnel.
 - 47.3.8. Review daily log-in sheets. Contractor shall verify that all personnel on log-in sheets are on Master List and all OSHA-10 certificates required per RSA 277:5-a are on file.
 - 47.3.9. Review of off-site fabrication and delivery schedules.
 - 47.3.10. Maintenance of progress schedule.
 - 47.3.11. Corrective measures to regain projected schedules.
 - 47.3.12. Planned progress during succeeding work period.
 - 47.3.13. Traffic Control Plan.
 - 47.3.14. Coordination of projected progress.
 - 47.3.15. Maintenance of quality and work standards.
 - 47.3.16. Effect of proposed changes on progress schedule and coordination.
 - 47.3.17. Other business relating to Work.

47.4. Consultant shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

48. PRE-INSTALLATION MEETING(S)

48.1. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.

48.2. Require attendance of parties directly affecting, or affected by, Work of specific section.

48.3. Notify the Contract Administrator seven days in advance of meeting date.

48.4. Contractor shall prepare agenda and preside at meeting:

48.5. Review conditions of installation, preparation and installation procedures.

48.6. Review coordination with related work.

48.7. Contractor shall record minutes and distribute copies within two days after meeting to participants, with one copy to each person in attendance and one to those affected by decisions made.

49. CUTTING AND PATCHING

49.1. Employ skilled and experienced installer to perform cutting and patching.

49.2. Submit written request in advance of cutting or altering elements affecting:

49.2.1. Structural integrity of element.

49.2.2. Integrity of weather-exposed or moisture-resistant elements.

49.2.3. Efficiency, maintenance, or safety of element.

49.2.4. Visual qualities of sight exposed elements.

49.2.5. Work of State or separate contractor.

49.3. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:

49.3.1. Fit the several parts together, to integrate with other Work.

49.3.2. Uncover Work to install or correct ill-timed Work.

49.3.3. Remove and replace defective and non-conforming Work.

49.3.4. Remove samples of installed Work for testing.

49.3.5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

49.3.6. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

49.3.7. Cut masonry and concrete materials using masonry saw or core drill.

49.3.8. Restore Work with new products in accordance with requirements of Contract Documents.

49.3.9. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

49.3.10. Maintain integrity of wall, ceiling, roof, or floor construction; completely seal voids.

49.3.11. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated assembly approved by UL for the condition being addressed, to full thickness of penetrated element.

- 49.3.12. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- 49.3.13. Identify hazardous substances or conditions exposed during the Work to the Contract Administrator for decision or remedy.

50. SPECIAL PROCEDURES

- 50.1. Materials: As specified in product sections; match existing with new products [and salvaged products] for patching and extending work.
- 50.2. Employ skilled and experienced installer to perform alteration work.
- 50.3. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- 50.4. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- 50.5. Remove debris and abandoned items from area and from concealed spaces.
- 50.6. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- 50.7. Close openings in exterior surfaces to protect [existing] work from weather and extremes of temperature and humidity. Provide temporary heating, cooling and dehumidification systems for specific product requirements identified within specification sections.
- 50.8. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- 50.9. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- 50.10. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- 50.11. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Contract Administrator for review.
- 50.12. Where change of plane of 1/4 inch (6 mm) or more occurs, submit recommendation for providing smooth transition to [Contract Administrator for review.
- 50.13. Trim existing doors to clear new floor finish. Refinish trim to specified condition.
- 50.14. Replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, which do not conform to product specifications.
- 50.15. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- 50.16. Finish surfaces as specified in individual product sections.

SECTION IV: CONTRACT TERMS:

51. CONTRACT REQUIREMENTS

- 51.1. 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 in compliance with applicable Federal, State, and Local codes.
- 51.2. 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.
- 51.3. 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 final and complete revision at the time of receiving Bids unless specifically identified, except where otherwise indicated.
- 51.4. Where no explicit quality or standards for materials or workmanship is established for work, such work is to be consistent with the best quality workmanship standards of the applicable trade.
- 51.5. All manufactured articles, materials, and equipment shall be applied, assembled, 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.
- 51.6. The Drawings are made to scale as identified therein, but all working dimensions shall be taken from the figured dimensions and by actual measurements at the job; in no case by scaling. The Contractor shall study and compare all of the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his/her 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 Contract Administrator.
- 51.7. All Drawings and Specifications and copies thereof are the property of the State and shall not be used by the Contractor or Subcontractor on other Projects.

52. NOTICE

- 52.1. 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, partnership or corporation constituting the other party to the Contract, or to his/her, their, or its duly authorized agent, representative, or officer, or when sent by registered mail to such last known business address. The last known business address shall be that location which is last provided in writing.
- 52.2. The parties shall provide their physical location/address, mailing address, telephone number, fax number, and, where available, pager number(s), email address(es), and other methods of contact for all persons associated with the Contract.

53. ACCESS TO THE WORK

- 53.1. The Contractor shall provide for access to the work, at all times, for observation and/or inspection by the Department, Architect, Consultant, Engineer and government officials having jurisdiction. The Contractor shall provide proper facilities for such access and inspection.

54. ACCIDENT PROTECTION

- 54.1. 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, any Subcontractors, or Independent Contractors 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 the laborer's health or 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, as may be revised from time to time. 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.

55. HAZARDOUS MATERIALS

- 55.1. 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.
- 55.2. 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 Contract Administrator 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 State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.
- 55.3. 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 Contract Administrator so that a proper identification of the materials may be made and disposal procedures initiated as required.
- 55.4. Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required to dispose of these materials and any remedial work shall be performed under a Supplemental Agreement or Contract item, if included in the Contract.

56. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

56.1. PLAN REQUIREMENTS

- 56.1.1. Construction Waste Management Plan shall be developed with the following intent:
- 56.1.2. Divert construction, demolition, and land clearing debris from landfill disposal.
- 56.1.3. Redirect recyclable material back to manufacturing process.

56.1.4. Develop and implement a Construction Waste Management plan to be reviewed by the Contract Administrator for compliance with the following

56.1.5. Divert 75 % of Project generated waste from landfills.

56.1.6. Alternate plan?

56.2. SUBMITTALS

56.2.1. Submittal Procedures: Requirements for submittals.

56.2.2. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:

56.2.3. Project specific analysis of the projected jobsite waste to be generated. Include materials and estimated quantities (weight/volume) of projected waste.

56.2.4. Construction waste materials anticipated for recycling and adaptive reuse.

56.2.5. On site sorting and site storage methods.

56.2.6. Name and location of landfill(s) to be used.

56.2.7. Certification from the landfill of ability to receive the types of waste to be generated and of sufficient capacity to accept the waste.

56.2.8. Transportation company hauling construction waste-to-waste processing facilities.

56.2.9. Recycling and adaptive reuse processing facilities and waste type each facility will accept.

56.2.10. Submit documentation with each application for payment substantiating that the construction waste management plan goals are being achieved. Include the following information:

56.2.11. Material category

56.2.12. Trash: Quantity by weight deposited in landfills.

56.2.13. Salvaged, recovered and recycled material: Quantity by weight with destination for each type of material salvaged or recovered for resale, recycling, or adaptive reuse.

56.3. CLOSEOUT SUBMITTALS

56.3.1. Execution Requirements: Requirements for submittals.

56.3.2. Waste Management final report: Prior to Completion, submit a written Waste Management Final report summarizing the types and quantities of materials recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities. Include the following:

56.3.3. Material category

56.3.4. Total quantity of waste, by weight

56.3.5. Quantity of waste salvaged, both estimated and actual, by weight

56.3.6. Quantity of waste recycled, both estimated and actual, by weight

56.3.7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste. (Compare to minimum requirement of 75% by weight of waste.)

56.4. CONSTRUCTION WASTE MANAGEMENT PLAN

56.4.1. Construction Waste Landfill Diversion: Minimum 75 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.

- 56.4.2. Implement construction waste management plan at start of construction.
- 56.4.3. Review construction waste management plan at pre-construction meeting and progress meetings.
- 56.4.4. Distribute the Construction Waste Management Plan to subcontractors and others affected by Plan Requirements.
- 56.4.5. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- 56.4.6. Manager: The Contractor shall designate on-site personnel responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.

56.5. CONSTRUCTION WASTE RECYCLING

- 56.5.1. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center.
- 56.5.2. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- 56.5.3. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- 56.5.4. Materials recommended for recycling include:
- 56.5.5. Packing materials including paper, cardboard, foam plastic, and sheeting.
- 56.5.6. Recyclable plastics.
- 56.5.7. Organic plant debris.
- 56.5.8. Earth materials.
- 56.5.9. Native stone and granular fill.
- 56.5.10. Concrete and Asphalt paving.
- 56.5.11. Wood with and without embedded nails and staples.
- 56.5.12. Glass, clear and colored types.
- 56.5.13. Metals.
- 56.5.14. Gypsum products.
- 56.5.15. Acoustical ceiling tile.
- 56.5.16. Carpeting.
- 56.5.17. Equipment oil.

57. CONSTRUCTION WASTE COLLECTION

- 57.1. Collect construction waste materials in containers identified for specific waste materials and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- 57.2. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.

- 57.3. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- 57.4. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil when not in use.
- 57.5. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Location shall be acceptable to the Contract Administrator.

58. CONSTRUCTION WASTE DISPOSAL

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

59. TEMPORARY FACILITIES AND CONTROLS

- 59.1. **TEMPORARY ELECTRICITY:** State will pay cost of energy used. Exercise measures to conserve energy. Utilize State's existing power service.
- 59.2. Permanent convenience receptacles may be utilized during construction.
- 59.3. **TELEPHONE SERVICE:** Provide and pay for a mobile smart phone for the on-site Superintendent.
- 59.4. The Superintendent may use a company cell phone or personal mobile phone to fulfill this requirement.
- 59.5. **TEMPORARY WATER SERVICE:** State will pay cost of temporary water. Exercise measures to conserve energy. Utilize State's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
- 59.6. **TEMPORARY SANITARY FACILITIES:** Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.
- 59.7. **FIELD OFFICES AND SHEDS:** Do not use permanent facilities for field offices or for storage.
- 59.8. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
- 59.9. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove when no longer needed.
- 59.10. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
- 59.11. Exterior Materials: Weather resistant, finished in one color acceptable to the Contract Administrator.
- 59.12. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
- 59.13. Lighting for Offices: 50 ft C (538 lx) at desk top height, exterior lighting at entrance doors.
- 59.14. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area.
- 59.15. Interior Materials in Storage Sheds: As required, to provide specified conditions for storage of products.

- 59.16. Environmental Control:
- 59.16.1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions.
 - 59.16.2. Storage Spaces: Heating and ventilation as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of products.
 - 59.16.3. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products.
- 59.17. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.
- 59.18. Installation:
- 59.18.1. Install office spaces ready for occupancy prior to start of construction.
 - 59.18.2. Employee Residential Occupancy: Not allowed on State's property.
- 59.19. Maintenance And Cleaning:
- 59.19.1. Maintain approach walks free of mud, water, and snow.
- 59.20. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.
- 59.21. VEHICULAR ACCESS: Revise vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow. Coordinate traffic flow changes with the Contract Administrator and Using Agency.
- 59.21.1. Location as approved by the Contract Administrator and Using Agency.
 - 59.21.2. Maintain unimpeded access for emergency vehicles.
 - 59.21.3. Provide and maintain access to fire hydrants and control valves free of obstructions.
- 59.22. PARKING: Parking areas to accommodate construction personnel: location to be determined by Contract Administrator and Using Agency.
- 59.22.1. When site space is not adequate, provide additional off-site parking.
 - 59.22.2. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
 - 59.22.3. Use of designated areas of existing parking facilities used by construction personnel is permitted.
 - 59.22.4. Do not allow heavy vehicles or construction equipment in parking areas.
- 59.23. Repair: Repair existing facilities damaged by use, to original condition.
- 59.24. PROGRESS CLEANING AND WASTE REMOVAL
- 59.24.1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
 - 59.24.2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
 - 59.24.3. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.

59.24.4. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

59.25. PROJECT IDENTIFICATION

59.25.1. Project Identification Sign: One painted sign of construction and design as shown in sample attached to end of specification section One painted sign, 32 sqft (3 sqm) area, bottom 6 feet 2 m) above ground.

59.25.1.1. Content: Specific information to be determined after Award of Contract.

59.25.1.2. Project number, title, logo and name of State Entity as indicated on Contract Documents.

59.25.1.3. Names Commissioner and Governor.

59.25.1.4. Names and titles of Architect/Engineer and Consultants.

59.25.1.5. Name of Prime Contractor [and major Subcontractors].

59.25.1.6. Contract Amount.

59.25.1.7. Legislation that authorized project.

59.25.1.8. Graphic Design, Colors, Style of Lettering: As shown in attached sample at end of specification section.

59.25.1.9. Lettering: Typeface – Times New Roman, Univers, Arial or CG Omega.

59.25.1.10. Project Informational Signs:

59.25.1.11. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet (30 m) distance.

59.25.1.12. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

59.25.2. No other signs are allowed without State permission except those required by law.

59.25.3. Coordinate signage location(s) with Contract Administrator and Using Agency.

59.25.4. Design sign and structure to withstand 60 miles/hr (100 km/hr) wind velocity.

59.25.5. Sign Painter: Experienced as professional sign painter.

59.25.6. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

59.25.7. Show content, layout, lettering, color,

59.25.8. Sign Materials:

59.25.8.1. Structure and Framing: new materials, structurally adequate.

59.25.8.2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum ¾ inches (19 mm) thick, standard large sizes to minimize joints.

59.25.8.3. Rough Hardware: Galvanized

59.25.8.4. Paint and Primers: Exterior quality, two coats; sign background of white color.

59.25.8.5. Lettering: Exterior quality paint, black.

59.25.8.6. Lettering: Pre-cut vinyl self-adhesive products, black

59.25.9. Installation:

59.25.9.1. Install project identification sign prior to start of construction.

59.25.9.2. Erect at designated location.

59.25.9.3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

59.25.9.4. Install sign surface plumb and level, with butt joints. Anchor securely.

59.25.9.5. Paint exposed surfaces of sign, supports, and framing.

59.25.10. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

59.25.11. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

59.26. BARRIERS

59.26.1. Provide barriers to prevent unauthorized entry to construction areas to allow for State's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

59.26.2. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.

59.26.3. Provide protection for plants designated to remain. Replace damaged plants.

59.26.4. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

59.27. ENCLOSURES AND FENCING

59.27.1. Construction: Contractor's option.

59.27.2. Provide fencing to keep public out of active construction areas of operation.

59.27.3. Provide protective enclosures over walkways and entrances to protect public from adjacent or overhead construction operations.

59.28. SECURITY

59.28.1. Entry Control:

59.28.1.1. Maintain log of workers and visitors, make available to State on request.

59.28.1.2. State will control entrance of persons and vehicles related to State's operations.

59.29. NOISE CONTROL

59.29.1. Provide methods, means, and facilities to minimize noise produced by construction operations.

59.29.2. Comply with City of Concord's noise Ordinance.

59.30. POLLUTION CONTROL

59.30.1. 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.

59.31. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- 59.31.1. Clean and repair damage caused by installation or use of temporary work.
- 59.31.2. Restore existing [and permanent] facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.
- 59.31.3. DPW will provide the graphic for required signs at the pre-construction meeting.

60. SUBMITTAL PROCEDURES

- 60.1. Contractor to provide and maintain a collaborative, secure, online software for electronic exchanging, reviewing, and archiving construction submittals, RFI's and other design and construction communications. This software is for the use of the Contract Administrator, Clerk of the Works, Owner's Representatives, Architect/Engineer and special consultants and shall allow privileges to read and write. Submittal Exchange is the preferred software supplier, or equal, as approved by the Contract Administrator.
- 60.2. Contractor to also provide one hard-copy of all approved submittals to the Clerk of the Works.
- 60.3. At completion of the project the Contactor shall provide two (2) digital copies on compact discs or USB drives and one (1) hard copy in the form of a three-ring binder with all information from contract document software.
- 60.4. Transmit each submittal with Division accepted form.
- 60.5. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- 60.6. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- 60.7. 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.
- 60.8. Schedule submittals to expedite Project Coordinate submission of related items. Deliver to:
 - 60.8.1. KOAL, PLLC
 - 60.8.2. Attn: Don Blajda, AIA
 - 60.8.3. PO BOX 24
 - 60.8.4. Belmont, NH 03220
 - 60.8.5. 603.215.7055
 - 60.8.6. donald@koalpllc.com
- 60.9. cc: below when submittals are sent directly to Architect and or Engineer.
 - 60.9.1. 'Timothy Smith, RA'
 - 60.9.2. John O. Morton Building, Rm. 250
 - 60.9.3. 7 Hazen Drive, POB 483
 - 60.9.4. Concord, NH 03302-0483
 - 60.9.5. 603.271.1643

60.9.6. timothy.d.smith@das.nh.gov

- 60.10. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Division and Contractor.
- 60.11. All shop drawings to be returned to Contractor from the Contract Administrator. Direct return of shop drawings from Architect or Engineer to Contractor is not permitted.
- 60.12. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- 60.13. Allow space on submittals for Contractor and Architect or Engineer review stamps.
- 60.14. When revised for resubmission, identify changes made since previous submission.
- 60.15. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- 60.16. Submittals not requested will not be recognized or processed.
- 60.17. Work shall not begin until submittal items have been approved and returned to General Contractor by the Contract Administrator and A/E.

61. CONSTRUCTION PROGRESS SCHEDULES

- 61.1. Submit initial schedules at Pre-Construction Meeting.
- 61.2. Submit revised Progress Schedules with [each] Application for Payment.
- 61.3. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- 61.4. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- 61.5. Submit horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- 61.6. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- 61.7. Indicate estimated percentage of completion for each item of Work at each submission.
- 61.8. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including, and dates reviewed submittals will be required from Architect or Engineer. Indicate decision dates for selection of finishes. Selection of finishes cannot occur until ALL finish items are submitted and products are approved.
- 61.9. Revisions To Schedules:
- 61.10. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- 61.11. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

- 61.12. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

62. SUBCONTRACTOR LIST

- 62.1. Submit list, at the Pre-Construction Meeting, of subcontractors setting forth in detail the work for which they will be responsible. In addition, the General Contractor shall identify what work will be performed with the Bidder's own forces.

63. PROPOSED PRODUCT LIST

- 63.1. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- 63.2. For products specified only by reference standards, indicate manufacturer, trade name, model or catalogue designation, and reference standards.

64. PRODUCT DATA

- 64.1. Product Data: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 64.2. Submit number of copies Contractor requires, plus two copies Architect and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- 64.3. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- 64.4. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- 64.5. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Exhibit #3 Project completion requirements.

65. SHOP DRAWINGS

- 65.1. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 65.2. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- 65.3. Submit number of copies Contractor requires, plus two copies Architect and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- 65.4. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Exhibit #3 Project completion requirements.

66. SAMPLES

- 66.1. Samples: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- 66.2. Samples For Selection as Specified in Product Sections:

- 66.3. Submit to Contract Administrator for aesthetic, color, or finish selection.
- 66.4. Submit samples of finishes, as specified, in colors selected, textures, and patterns for Contract Administrator and Architect/Engineer selection and State approval.
- 66.5. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 66.6. Include identification on each sample, with full Project information.
- 66.7. Submit number of samples specified in individual specification sections; Contract Administrator will retain one sample and Architect or Engineer will retain one sample.
- 66.8. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- 66.9. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Exhibit #3 Project completion requirements.

67. DESIGN DATA

- 67.1. Submit for Contract Administrator's and Architect or Engineer's knowledge.
- 67.2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

68. TEST REPORTS

- 68.1. Submit for Contract Administrator's and Architect or Engineer's and State's knowledge.
- 68.2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

69. CERTIFICATES

- 69.1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Contract Administrator in quantities specified for Product Data.
- 69.2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 69.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Contract Administrator.

70. MANUFACTURER'S INSTRUCTIONS

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

71. MANUFACTURER'S FIELD REPORTS

- 71.1. Submit reports for Contract Administrator's, and Architect and/or Engineer, and State's benefit.

- 71.2. Submit report in duplicate within 7 days of observation to the Contract Administrator for information.
- 71.3. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

72. QUALITY CONTROL AND CONTROL OF INSTALLATION

- 72.1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Prior to acceptance of approved materials on site, establish & maintain controlled environmental conditions required for proper, sequential installations. Products affected by inadequate environmental control (in storage or installed) shall be removed, disposed of and replaced in-kind with no adjustment to the contract price or work schedule.
- 72.2. Comply with manufacturers' instructions, including each step in sequence.
- 72.3. When manufacturers' instructions conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.
- 72.4. The Contractor shall notify the Contract Administrator of any discrepancies, ambiguities or obvious omissions found in the Contract Documents before proceeding with the work affected thereby. Such notification shall be made in writing requesting clarification and/or interpretation with reasonable promptness consistent with and reasonably inferable from the Contract Documents. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner, and no monies will be paid for correcting of items.
- 72.5. The Contractor shall give the Contract Administrator timely notice of any additional drawings, specifications or instructions required to define the work in greater detail or to permit the proper progress of the work.
- 72.6. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 72.7. Where, on any of the Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other portions of the work.
- 72.8. Perform Work by persons qualified to produce required and specified quality.
- 72.9. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- 72.10. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

73. TOLERANCES

- 73.1. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- 73.2. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.
- 73.3. Adjust products to appropriate dimensions; position before securing products in place.

74. REFERENCES

- 74.1. Conform to reference standard by date prior to the date of receiving bids, except where specific date is established by code. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the Specifications.
- 74.2. Obtain copies of standards where required by product specification sections.
- 74.3. When specified reference standards conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.
- 74.4. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect or Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- 74.5. The Contractor shall comply with all applicable Federal, State, Local laws, ordinances, regulations, and requirements to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he/she shall notify the Contract Administrator in writing.

75. SAFETY

- 75.1. The Contractor shall, at all times, safely guard the State's property and persons from injury or loss in connection with this Contract. The Contractor shall, at all times, safely guard and protect their own work and that of adjacent property from damage. All passageways, guard fences, lights, and other facilities required for protection by Federal, State or Municipal laws and regulations must be provided and maintained.
- 75.2. Place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.

76. MOCK-UP REQUIREMENTS

- 76.1. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- 76.2. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- 76.3. Accepted mock-ups shall be comparison standard for remaining Work.
- 76.4. Where mock-up has been accepted by the Contract Administrator and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by the Contract Administrator.

77. SUPERVISION

- 77.1. All work shall be done under the observation and inspection of the Contract Administrator and/or the Clerk of the Works.
- 77.2. The Contract Administrator may observe, examine and test materials and workmanship at any and all times during manufacture and/or construction, and at any and all places where such manufacture and/or construction is carried on.
- 77.3. The Contract Administrator shall suspend work that may be subject to damage by climatic conditions.

77.4. Prior to final acceptance, the Contract Administrator at any time before final acceptance of the entire work to make an examination of work already completed that was not specifically called for to receive an inspection prior to covering over, and shall require removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be completed per a Time and Material Alteration Order.

78. MANUFACTURERS' FIELD SERVICES

- 78.1. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- 78.2. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- 78.3. Refer to Section SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.
- 78.4. EXECUTION

79. EXAMINATION

- 79.1. Verify existing site conditions, controlled environment, protective measures and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- 79.2. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- 79.3. Examine and verify specific conditions described in individual specification sections. Notify the Contract Administrator and the Clerk of the Works of conditions, which prevent start of work.
- 79.4. Verify utility services are available, of correct characteristics, and in correct locations.

80. PREPARATION

- 80.1. Maintain specific environmental controls required in individual sections.
- 80.2. Clean substrate surfaces prior to applying next material or substance.
- 80.3. Seal cracks or openings of substrate prior to applying next material or substance.
- 80.4. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

SECTION V: PROJECT EXECUTION

81. CUTTING AND PATCHING

- 81.1. Employ skilled and experienced installer to perform cutting and patching.
- 81.2. Submit written request in advance of cutting or altering elements affecting:
- 81.3. Structural integrity of element.
- 81.4. Integrity of weather-exposed or moisture-resistant elements.
- 81.5. Efficiency, maintenance, or safety of element.
- 81.6. Visual qualities of sight exposed elements.
- 81.7. Work of State or separate contractor.
- 81.8. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:
- 81.9. Fit the several parts together, to integrate with other Work.
- 81.10. Uncover Work to install or correct ill-timed Work.
- 81.11. Remove and replace defective and non-conforming Work.
- 81.12. Remove samples of installed Work for testing.
- 81.13. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- 81.14. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- 81.15. Cut masonry and concrete materials using masonry saw or core drill.
- 81.16. Restore Work with new products in accordance with requirements of Contract Documents.
- 81.17. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 81.18. Maintain integrity of wall, ceiling, roof, or floor construction; completely seal voids.
- 81.19. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with appropriate UL detail, to full thickness of penetrated element. Submit UL Detail sheets for every type of penetration for approval.
- 81.20. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- 81.21. Identify hazardous substances or conditions exposed during the Work to the Contract Administrator for decision or remedy.

82. SPECIAL PROCEDURES

- 82.1. Materials: As specified in product sections; match existing with new products [and salvaged products] for patching and extending work.

- 82.2. Employ skilled and experienced installer to perform alteration work.
- 82.3. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- 82.4. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- 82.5. Remove debris and abandoned items from area and from concealed spaces.
- 82.6. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- 82.7. Close openings in exterior surfaces to protect [existing] work from weather and extremes of temperature and humidity. Provide temporary heating, cooling and dehumidification systems for specific product requirements identified within specification sections.
- 82.8. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- 82.9. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- 82.10. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- 82.11. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Contract Administrator for review.
- 82.12. Where change of plane of 1/4 inch (6 mm) or more occurs, submit recommendation for providing smooth transition to [Contract Administrator for review.
- 82.13. Replace portions of new surfaces, which are damaged, lifted, discolored, or showing other imperfections, which do not conform to product specifications.
- 82.14. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- 82.15. Finish surfaces as specified in individual product sections.

83. SUBCONTRACTS

- 83.1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the State. The 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.
- 83.2. The Contractor shall be as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- 83.3. The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required to complete the work.
- 83.4. The Commissioner will not undertake efforts to settle or resolve any differences between the Contractor and Subcontractors or between Subcontractors.
- 83.5. 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 to terminate any subcontract that the Commissioner may exercise over the Contractor under any provisions of the Contract Documents.

84. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

- 84.1. In case of any emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act as the situation may warrant. He/she shall notify the Contract Administrator thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Contract Administrator and the amount of compensation shall be determined by agreement.
- 84.2. In the event the Department learns of an emergency that threatens loss or injury of property, and/or safety of life, the Department shall notify the Contractor using the contact information provided pursuant to PART 3 herein. The Department may, but shall have no duty to take reasonable steps to mitigate the damage or loss to the Contractor. In either event, the Department shall have no duty to undertake any specific acts and shall have no liability for actions or inactions taken absent gross negligence.

85. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 85.1. If the Contractor or any of his/her Subcontractors or employees 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 Commissioner shall notify the Contractor and/or their Subcontractors, who shall indemnify and hold harmless the State against any expenses or judgment arising therefrom.

SECTION VI: PRODUCT SPECIFICATIONS:

86. PRODUCTS

- 86.1. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- 86.2. All materials and equipment shall be new, except as specifically permitted by Contract Documents.
- 86.3. Furnish interchangeable components from same manufacturer for components being replaced.
- 86.4. The use of asbestos containing materials shall be prohibited.

87. PRODUCT DELIVERY REQUIREMENTS

- 87.1. Transport and handle products in accordance with manufacturer's instructions.
- 87.2. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- 87.3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

88. F.O.B.:

- 88.1. The F.O.B. shall be destination to the following delivery/installation point:
 - 88.1.1. State of New Hampshire Division of Motor Vehicles
 - 88.1.2. 23 Hazen Drive
 - 88.1.3. Concord NH 03301

89. PRODUCT STORAGE AND HANDLING REQUIREMENTS

- 89.1. Store and protect products in accordance with manufacturers' instructions.
- 89.2. Store with seals and labels intact and legible.
- 89.3. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- 89.4. For exterior storage of fabricated products, place on sloped supports above ground.
- 89.5. Provide bonded off-site storage and protection when site does not permit on-site storage or protection only with prior approval from the Contract Administrator.
- 89.6. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- 89.7. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- 89.8. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

89.9. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

90. PRODUCT OPTIONS

90.1. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

90.2. Products Specified by Naming One or More Manufacturers with or without provision for substitutions: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed. Submit request for substitution for any manufacturer not named in accordance with the following article.

91. PRODUCT SUBSTITUTION PROCEDURES

91.1. Where Bidding Documents stipulate particular Products, substitution requests will ONLY be considered before receipt of Bids. Submit requests per the requirements specified in this section.

91.2. All requests shall be submitted to the Contract Administrator not later than eight (8) working days before the hour and day set for bid opening. Incomplete requests or requests received after this deadline will not be considered.

91.3. All requests that are approved and are acceptable to the Department will be issued as part of an Addendum to each Bidder who has received a set of bidding documents, so that all Bidders may avail themselves of the change in submitting their Proposals.

91.4. Substitutions may be considered after bid opening when a product becomes unavailable through no fault of the Contractor. The Contractor shall apply to the Contract Administrator, in writing, within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make. The Contractor shall include a dated written statement from the manufacturer outlining an explanation for the unavailability of the product. Substitutions for reasons of lead times, i.e., the time between when the Contractor orders necessary materials from the vendor and anticipated delivery, will only be reviewed if the lead time is more than the length of the contract time. The Department may extend the contract time to accommodate the product specified. No additional costs from the Contractor will be considered due to the fact that the Contractor shall verify lead times and coordinate with contract time during the bidding phase.

91.5. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

91.6. A request constitutes a representation that Bidder:

91.7. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

91.8. Will provide same warranty for Substitution as for specified product.

91.9. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the State.

91.10. Waives claims for additional costs or time extension which may subsequently become apparent.

91.11. Will reimburse Department and Architect and/or Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

- 91.12. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- 91.13. Substitution Submittal Procedure:
- 91.14. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- 91.15. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
- 91.16. The Department will notify Bidders in writing of decision to accept by issuing an addendum.

92. WARRANTY REQUIREMENTS:

- 92.1. 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.

ATTACHMENTS:

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

Appendix A: Sample P-37 Form

Appendix B: Transmittal Letter

Exhibit #1: Offer Section

Exhibit #2: Building Permit Application

Exhibit #3: Project Completion Requirements

Exhibit #4: Substantial Completion Form

Attachment #1: Specifications & Drawings

Attachment #2: Building Permit Application and MyGov

Attachment #3: Offer Section Template

Attachment #4: Substantial Completion Form

Attachment #5: Requirements for Federal Aid Projects

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 213 478 032 568

Passcode: TCtYpm

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 116 725 494 7

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 603-931-4944,446473933#](#) United States, Concord

Phone Conference ID: 446 473 933#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**APPENDIX A: Form P-37
SAMPLE FORM TO BE COMPLETED UPON AWARD**

FORM NUMBER P-37 (version 2/23/2023)

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 Unit and Class	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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials BJ

Date 10/16/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or

Contractor Initials BJ

Date 10/16/23

federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to

later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

APPENDIX B: Transmittal Letter

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER/

Date: 10/12/2023

Company Name: Optimum Building Systems, LLC

Address:

12 Colby Road

Litchfield, New Hampshire 03052

To: Point of Contact: Mathew Stanton

Telephone: (603)-271- 3235

Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Metal siding Installation over existing EIFS system

Bid Number: 2793 -24

Bid Posted Date (on or by): 8/17/2023

Bid Closing Date and Time: 9/29/2023 @ 10:00 AM (EST)

Dear Mr. Stanton:

[Insert name of signor] Bob Jean on behalf of Optimum Building Systems, LLC [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 # 2793 -24 for Commercial Siding Replacement 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.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Bob Jean Authorized Signor's Title Project Executive

Page 65 of 73

Contractor Initials BJ

Date 10/12/23

Exhibit #1 Offer Section

The Bidder must submit a firm fixed lump sum cost to cover the entire period defined under the Scope of Services described herein and addressing all cost elements in the Bidder's proposal. Please complete and return Attachment #3 rate table.

Exhibit #2: Building Permit Application

Please see Attachment #2 Building Permit Application and MyGov

Exhibit #3: Project Completion Requirements

EXECUTION REQUIREMENTS

GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Manual for materials and finishes.
- G. Spare parts and maintenance products.
- H. Product warranties and product bonds.
- I. Clean Air Certification.
- J. Guarantee of work.

1.2 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 Contract Administrator review. The Substantial Completion Application for use by the Contractor is attached to the end of this specification section. The Contract Administrator may modify this Agreement to accommodate any changes in Work.
 - 1. Provide submittals to the Contract Administrator as required by the Contract Documents and as required by authorities having jurisdiction.
- B. Only after completion of all Punch List items and submission of all items the Contractor shall submit a Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. State will occupy all portions of building during construction as specified herein.

1.3 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.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

- D. Clean debris from roofs, gutters, downspouts, and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 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.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by State.
- 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:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish [first] [main] floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to the Contract Administrator at time of Substantial Completion.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- 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. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineer(s), Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, 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. Parts list for each component.
 - c. Maintenance instructions for equipment and systems.
 - d. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Originals of warranties and bonds.

1.7 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The 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 State, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy 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. 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.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

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

1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after Substantial Completion. All warranties start dates shall be the Substantial Completion Date, if project is phased all warranties to start at the date of Substantial Completion of each phase.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. Make submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.10 CLEAN AIR CERTIFICATION

- A. **NOT REQUIRED FOR THIS PROJECT - RSA 10-B, ENV-A 2200** Clean Air in State Buildings Rules (New Hampshire Air Program Rules).

1.11 GUARANTEE OF WORK

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Substantial Completion of the work.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Contract Administrator, 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 Commissioner, and at his own expense:
 - 1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.

2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, 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.
 3. 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 Contract Administrator 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 Commissioner 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.

Exhibit #4: Substantial Completion Form

Please see Attachment #4: Substantial Completion Form



STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 25 CAPITOL STREET
 CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: September 22, 2023

ADDENDUM # 01 TO BID INVITATION 2793-24

DATE AND TIME OF BID CLOSING: 9/29/2023 10:00 AM

FOR: CONTRACT: METAL SIDING INSTALLATION OVER EXISTING EIFS SYSTEM

Bid Currently Reads:

TIMELINE:

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

- 8/17/2023 Bid Solicitation distributed on or by
- 8/24/23 Pre-Bid Conference (Site Visit) 23 Hazen Drive, Concord NH
- 9/5/2023 Last day for questions, clarifications, and/or requested changes to bid
- 9/19/2023 States Response to questions, clarifications, and/or requested changes to bid
- 9/29/2023 10:00 AM (EST) Bid Closing
- 12/20/2023 Anticipated Contract approval by Governor and Executive Council - Notice to Proceed [NTP] may not be issued until Governor and Executive Council has approved the contract. DAS Division of Public Works Design & Construction will issue NTP and administer the Contract.
- 11/30/2024 Project Completion Date

Change Bid to Read:

TIMELINE:

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

- 8/17/2023 Bid Solicitation distributed on or by
- ~~8/24/23 Pre-Bid Conference (Site Visit) 23 Hazen Drive, Concord NH~~
- Site Visits are not required, all work is contained to the exterior of the building and interested vendors may visit at their convenience during state business hours Monday through Friday 8:00 AM to 4:00 PM
- 9/5/2023 Last day for questions, clarifications, and/or requested changes to bid
- 9/19/2023 States Response to questions, clarifications, and/or requested changes to bid
- 10/13/2023 10:00 AM (EST) Bid Closing
- 12/20/2023 Anticipated Contract approval by Governor and Executive Council - Notice to Proceed [NTP] may not be issued until Governor and Executive Council has approved the contract. DAS Division of Public Works Design & Construction will issue NTP and administer the Contract.
- 11/30/2024 Project Completion Date

PURCHASING AGENT: MATHEW STANTON

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER

SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Optimum Building Systems, LLC

ADDRESS: 12 Colby Rd, Litchfield, NH 03052

PRINT NAME: Bob Jean SIGNATURE: Bob Jean

TEL. NO. 603-715-2893 EMAIL ADDRESS: Bob@OBSNH.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: October 4, 2023

ADDENDUM # 02 TO BID INVITATION 2793-24

DATE AND TIME OF BID CLOSING: 10/13/2023 10:00 AM

FOR: CONTRACT: METAL SIDING INSTALLATION OVER EXISTING EIFS SYSTEM

Question#1: Confirm that the bid forms are on page 65 of 73 and 66 of 73 in the RFP Manual

States Response #1: The bid forms are not on page 65 of 73 and 66 of 73. Page 66 Exhibit #1 Offer Section refers the bidder to Attachment #3 which is the form that the price is to be submitted on.

Question#2: Provide summary of the work required under this contract if available.

States Response #2: The scope of work includes selective demolition of building elements for all alterations purposes and as required for the complete and proper execution of the installation of new metal panels on a supporting subgirt system. This includes a weather-resistant barrier, brake metal trim and flashing, fasteners, and miscellaneous materials such as sealant to complete the system as indicated on the drawings.

Question#3: Provide description of the scope of work required in Alternate #1

States Response #3: The scope of Alternate No. 1 consists of an alternative panel layout and trim components as shown on Sheet A203.1 and the corresponding details as shown. Please see revised attachment #3 Bid Form.

Question#4: Confirm if prevailing wages are required along with Minority/Women owned business utilization.

States Response #4: PREVAILING WAGES DO NOT APPLY. Davis Bacon does not apply.

Question#5: Is there any HazMat on or in the RMV building?

States Response #5: Do the best of our knowledge this building was built after 1978 so it is not expected that lead pain or asbestos would be present.

Question#6: Will a separate office trailer be required for the resident engineer?

States Response #6: No. No trailer for the DPW clerk is required.

Question#7: Provide sign in sheet from the site visit walk through.

States Response #7: There was no sign in sheet for the walkthrough. It was not required.

Question#8: Confirm that there is not a requirement to provide a bid bond or performance/payment bond for this project.

States Response #8: DPW requires that there are BID BOND (5% of bid amount) and PAYMENT AND PERFORMANCE BOND (100% of bid). Please reference section #32 Proposal Guarantee and section #33 Contract Bond.

PURCHASING AGENT: MATHEW STANTON

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Optimum Building Systems, LLC

ADDRESS: 12 Colby Rd, Litchfield, NH 03052

PRINT NAME: Bob Jean SIGNATURE: Bob Jean

TEL. NO. 603-715-2893 EMAIL ADDRESS: Bob@OBSNH.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Optimum Building Systems, LLC
12 Colby Road,
Litchfield, NH 03052

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

⊕ This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

State of New Hampshire
Department of Administrative Services
25 Capitol St., Room 102
Concord, NH 03301

CONSTRUCTION CONTRACT

Date: December 21, 2023

Amount: **Five Hundred Thousand Nine Hundred Twenty And No/100 DOLLARS, (\$500,920.00)**

Description:

(Name and location)

Commercial Siding Replacement Services Installing Metal Siding over existing EIFS System at the State of New Hampshire DMV

BOND

Date: **12/26/2023**

(Not earlier than Construction Contract Date)

Amount: **Five Hundred Thousand Nine Hundred Twenty And No/100 DOLLARS, (\$500,920.00)**

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

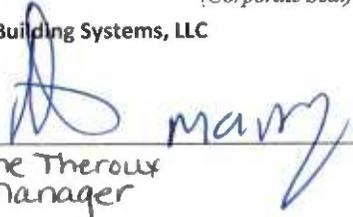
Optimum Building Systems, LLC

SURETY

Company: *(Corporate Seal)*

Liberty Mutual Insurance Company

Signature:



Name **Rene Theroux**
and Title: **Manager**

Signature:



Name **Christina D. Hickey, Attorney-In-Fact**
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Eastern Insurance Group, LLC
233 West Central Street
Natick, MA 01760
800-333-7234

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

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

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the 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 to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 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:

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

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Optimum Building Systems, LLC
12 Colby Road,
Litchfield, NH 03052

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

State of New Hampshire
Department of Administrative Services
25 Capitol St., Room 102
Concord, NH 03301

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

CONSTRUCTION CONTRACT

Date: December 21, 2023

Amount: **Five Hundred Thousand Nine Hundred Twenty And No/100 DOLLARS, (\$500,920.00)**

Description:

(Name and location)

Commercial Siding Replacement Services Installing Metal Siding over existing EIFS System at the State of New Hampshire DMV

BOND

Date: **12/26/2023**

(Not earlier than Construction Contract Date)

Amount: **Five Hundred Thousand Nine Hundred Twenty And No/100 DOLLARS, (\$500,920.00)**

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

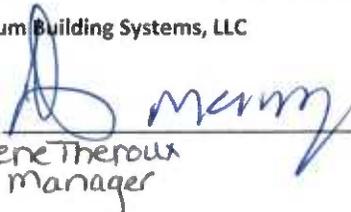
Optimum Building Systems, LLC

SURETY

Company: *(Corporate Seal)*

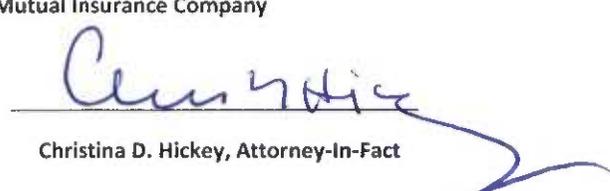
Liberty Mutual Insurance Company

Signature:



Name **Rene Theroux**
and Title: **manager**

Signature:



Name
and Title: **Christina D. Hickey, Attorney-In-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Eastern Insurance Group, LLC
233 West Central Street
Natick, MA 01730
800-333-7234

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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.

§ 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 Section 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 request 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 "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 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:

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

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address



Liberty Mutual.

SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203814-969079

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank J. Smith; Tara L. Clifford; Christina D. Hickey; Donna M. Robic; Ellen J. Young

all of the city of Natick state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of December, 2023



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

dun&bradstreet

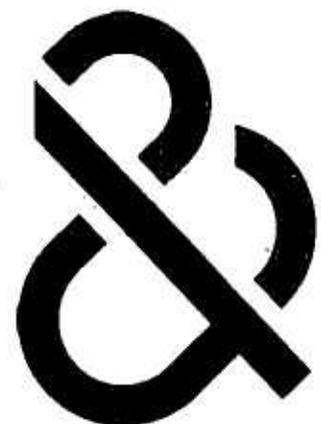
Dun & Bradstreet's Risk Analytics Optimum Building Systems and Management, I...

D-U-N-S # 55-689-0598

12 Colby Rd

Litchfield, New Hampshire, 03052-1033, US

16-Oct-2023



Summary

Entity Details

D-U-N-S #	55-689-0598	Tradestyles	—	Data Package	Core+
Address	12 Colby Rd, Litchfield, New Hampshire, 03052-1033, US	Primary SIC	1742-Drywall/insulating contractor	In Portfolio	Yes
Phone	(1) 603-424-2686	Third Party ID	—	Type	—
Website	www.obsnh.com	Date Added	16-Oct-2023	Status	Active
Tags	(Allied Parties)				

Company Overview

Total Employees	8
Year Started	1990
Stock Ticker & Exchange	—
Management Control Year	1990

Predictive Scores

Supplier Stability Indicator (SSI)



Supplier Evaluation Risk Rating (SER)



Corporate Linkage

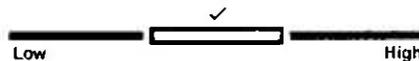
Global Ultimate	—
Domestic Ultimate	—
Parent	—
Headquarters	—

Public Filings

Bankruptcy	—
Claims	—
Judgments	— (Last changed: —)
Liens	— (Last changed: —)
Suits	— (Last changed: —)
Event Filings (UCC)	13 Total (Last changed: 19-Sep-2023)

COMPOSITE RISK SCORECARD CLASS

Current score



Government Indicators

Exclusion	—
GCL	—
US EPA	—
US OSHA	—
CA EPA	—

Diversity

Identified Woman Owned	—
Identified Minority Owned	—
Identified Veteran Owned	—
Certified Small Business	—

Special Events

Disaster	—
Operations	—
Other Special Events	—

Financial Characteristics

Statement Date	—
Currency	—
Annual Sales	—
Units	—
Net Income	—

Commodity Classification

NAICS Code	238310
Description	Drywall and Insulation Contractors
SIC Codes	1742
Description	Drywall/Insulating contractor

Principals

Name	Title
Rene Theroux	President
SYLVAIN THEROUX	Vice President

Ultimate Beneficial Owner



Number of Shareholders 1

Screening

Screening Type	Initiated by	Last Updated	Status
Standard	mathew.l.stanton@dss.nh.gov 16-Oct-2023 12:42 PM	16-Oct-2023 12:42 PM	In Progress

Custom Fields

News

Company Overview

Overview

Annual Sales - Modelled (in Single Units)	Total employees	Employees here	Congressional District	Small Business (SBA Size Standard) Indicator
USD 4,318,507	8	8	02	Yes

Date: 04-Dec-2022

Company name	Optimum Building Systems and Management, Inc.
Former Primary Name	—
Doing business as	—
Tradestyles	—
Street address	12 Colby Rd, Litchfield, New Hampshire, 03052-1033, US
Mailing address	—
Latitude - Longitude	42.881595, -71.461946
Type	—
Business Type	Limited Liability Company
Corporation type	—
Single location	Yes
Phone	(1) 603-424-2686
Company Email	—
Website	www.obsnh.com
D-U-N-S number	55-689-0598
Parent D-U-N-S number	—
Stock symbol	—
National ID	02-0445146
Primary SIC	1742 - Drywall/insulating contractor
Importer	No
Exporter	No
Default currency	USD
Line of business	Drywall/insulating contractor
Facilities	Occupies
Year started	1990
Present management control	33 year(s)
Officers	RENE THEROUX, President SYLVAN THEROUX, Vice-President

Operations

Contractor of drywall work, plain or ornamental plastering, acoustical or insulation work and exterior insulation or finishing. Contractor of roofing work and siding work. Contractor of carpentry work, specializing in framing and lightweight steel framing installation. Contractor of painting or paper hanging. Contractor of excavation work.

Branches

The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products

Subsidiaries

The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products

Preferred Business Registration

Registered Name	OPTIMUM BUILDING SYSTEMS, LLC
Former Registered Name	—
Registered Address	12 COLBY RD, LITCHFIELD, New Hampshire, 03052, US
Business Type/Legal Form	Limited Liability Company
Corporation type	—
Franchise Type	—
Date Incorporated	—
State of incorporation	NH
Filing date	—
Registration ID	154014
Registration number type	Business Registration Number (US)
Status	—
Where Filed	NH
Registered agent	SULLIVAN JOHN M, 57 N MAIN STREET, CONCORD, New Hampshire, 03301, US

All Business Registrations/National ID

02-0445146	Federal Taxpayer Identification Number (US)
154014	Business Registration Number (US)

Activities

Drywall/Insulation contr

Summary

No data available

INDUSTRY CODES

US 1987 SIC Code

1742 - Drywall/Insulating contractor

D&B STANDARD INDUSTRY CODE

17420101 - Drywall

NORTH AMERICAN INDUSTRY CLASSIFICATION(NAICS)

238310 - Drywall and Insulation Contractors

NACE Revision 2

4331 - Plastering

D&B Standard Major Industry Code

C - Construction



United Nations Standard Products and Services Code

72101902 - Plastering or drywall
72101902 - Plastering or drywall
72102500 - Masonry and stonework and tile setting
72100000 - Building and facility maintenance and repair services
72101601 - Roofing installation or repair
72101607 - Siding installation or repair
72102600 - Carpentry
72102600 - Carpentry
72102400 - Painting and paper hanging
72000000 - Building and Facility Construction and Maintenance Services

Stock Exchanges

No data available

Regulations

No data available

Competitors

No data available

Third Party Assessment

No data available

Predictive Scores

Supplier Stability Indicator (SSI)

Current SSI Score



SSI Level of Insight

ROBUST PREDICTION

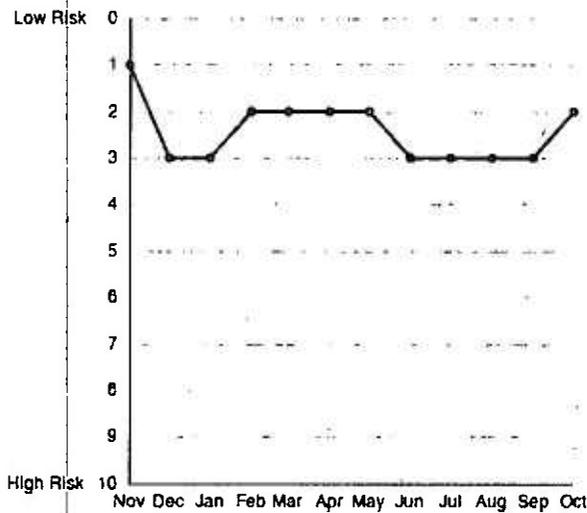
SSI Data Depth

Financials Only

Commentary

- The number of enquiries suggests potential higher risk
- UCC Filings reported
- Limited business activity signals reported in recent months
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Ranks within the middle third of the businesses in the global supply base for risk of ceasing operations or filing for bankruptcy
- Ranks within the middle third of the businesses in the same country for risk of ceasing operations or filing for bankruptcy
- The organization falls in the middle third of suppliers in the primary industry in the US with neither a particularly high, nor low, risk for ceasing operations or filing for bankruptcy.

SSI 12-month summary



Supplier Evaluation Risk Rating (SER)

Current SER Score



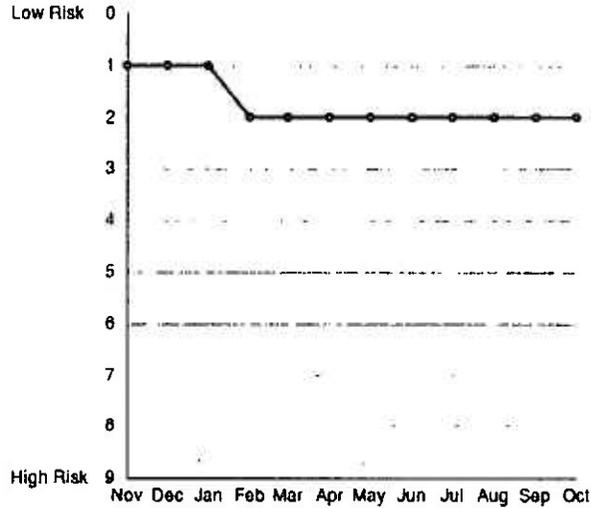
Data Depth Indicator



Commentary

- Proportion of past due balances to total amount owing
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive

SER 12-month summary



Paydex

Current Paydex Score



Commentary

- Prompt
- Payment Behavior Days: 0
- 3 Months Prior Score: 80

Industry Norms as of Sep 30, 2023

SIC	1742 - Drywall/Insulating contractor
Median Score	80
Median Days	0
Key	US#1742

Payment Insights Summary

Currency	USD
Date	Oct 1, 2023
Coverage Months	24
Total Payment	465,750 USD
Avg. Credit High	15,473.33 USD

Placed For Collection

—

Bad Debt

—

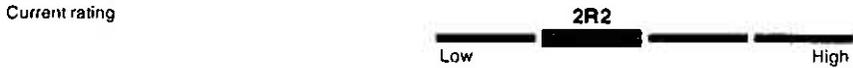
Business Summary Trading Data

Max. Past Due Amount	5,000 USD
Max. High Credit Amount	100,000 USD

D&B Rating

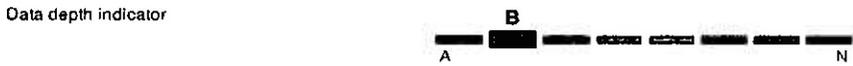


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Commentary

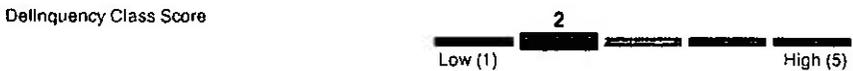
Viability Rating



Company Profile

Company Profile **K**
 Financial Data **Available**
 Trade Payments **Available: 3+Trade**
 Company size **Small**
 Years in Business **Established**

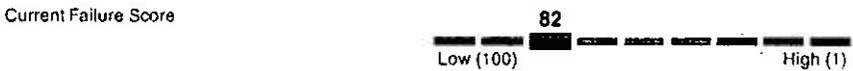
Delinquency Class Score



Commentary

- Recent high balance past due
- Higher risk industry based on delinquency rates for this industry

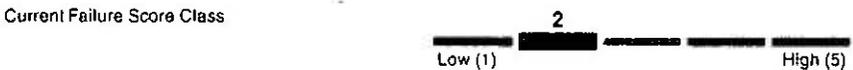
Failure Score



Commentary

- UCC Filings reported

Failure Score Class



Commentary

- UCC Filings reported

Delinquency Score

Delinquency Score



Commentary

- Recent high balance past due
- Higher risk industry based on delinquency rates for this industry

Financial Characteristics

Overview

Audited	—
Last Updated Date	—
Type	—
Reliability	—
Currency	—
Units	—

Audit Details

Accountant Name

Not Available

Accountant Opinions

Not Available

Public Filings

Overview

Legal	— (Last changed: —)
Financial	— (Last changed: —)
Government	— (Last changed: —)

Legal

Criminal Proceedings	—
Financial Embarrassment	—
Open Financial Embarrassment	—
Judgements	—

Suits	—
-------	---

Other	—
-------	---

Financial

Claim	—
Liens	—

Bankruptcy	—
------------	---

Insolvency	—
------------	---

Liquidation	—
-------------	---

Event Filings (UCC)	13 Total	
Collateral	—	Document Type Termination
Secured Party	EASTERN BANK 265 FRANKLIN STREET BOSTON MA 02110 US	Creditor
Debtor	OPTIMUM BUILDING SYSTEMS LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number 2309190001125
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed 19-Sep-2023
Original Received Date	29-Sep-2023	Original Filing Date
Last Update Date	30-Sep-2023	

Collateral	—	Document Type Termination
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Secured Party	EASTERN BANK 265 FRANKLIN STREET BOSTON MA 02110 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	2211040001074
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	04-Nov-2022
Original Received Date	12-Nov-2022	Original Filing Date	
Last Update Date	15-Nov-2022		
Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	EASTERN BANK 265 FRANKLIN STREET BOSTON MA 02110 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	2004150000138
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	14-Apr-2020
Original Received Date	24-Apr-2020	Original Filing Date	
Last Update Date	18-May-2020		
Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	EASTERN BANK 265 FRANKLIN STREET BOSTON MA 02110 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	1909260000813
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	25-Sep-2019
Original Received Date	03-Oct-2019	Original Filing Date	
Last Update Date	16-Oct-2019		
Collateral	Other Assets, All Business Assets, Equipment, General Equipment	Document Type	Original
Secured Party	EASTERN BANK 265 FRANKLIN STREET BOSTON MA 02110 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	1903250000558
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	25-Mar-2019
Original Received Date	04-Apr-2019	Original Filing Date	
Last Update Date	13-Apr-2019		
Collateral	Equipment, and proceeds, General Equipment, Fixtures, Fixtures and Fittings	Document Type	Original
Secured Party	CUTTING EDGE REALTY PO BOX 232 DANA POINT CA 92629 US	Creditor	

Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	1805110001187
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	10-May-2018
Original Received Date	16-Jun-2018	Original Filing Date	
Last Update Date	29-Jun-2018		

Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	STAR CAPITAL GROUP, L.P. 650 PARK AVE, STE 210 KING OF PRUSSIA PA 19406 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY RD. LITCHFIELD NH 03052 US	Filing Ref. number	1706200001160
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	19-Jun-2017
Original Received Date	07-Jul-2017	Original Filing Date	
Last Update Date	19-Jul-2017		

Collateral	Book Debts, including proceeds and products, Accounts Receivables, Other Assets, Accounts, Intangibles, Contract Rights, Current Assets, Negotiable Instruments, Chattel, Chattel Paper, inventories, Stock / Inventory, industrial equipment, Machinery, Equipment, General Equipment, office equipment, Office equipment, Fixtures, Fixtures and Fittings	Document Type	Original
Secured Party	NBT BANK, N.A. 80 CANAL STREET MANCHESTER NH 03101 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	1704040001744
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	03-Apr-2017
Original Received Date	29-Apr-2017	Original Filing Date	
Last Update Date	16-May-2017		

Collateral	Equipment, and proceeds, General Equipment	Document Type	Original
Secured Party	WELLS FARGO BANK, N.A. 300 TRI-STATE INTERNATIONAL STE 400 LINCOLNSHIRE IL 60069 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS, LLC 12 COLBY ROAD LITCHFIELD NH 03052 US	Filing Ref. number	1609020000560
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	01-Sep-2016
Original Received Date	02-Nov-2016	Original Filing Date	
Last Update Date	03-Nov-2016		

Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	STAR CAPITAL GROUP, L.P. 850 PARK AVE, STE 210 KING OF PRUSSIA PA 19406 US	Creditor	



Optimum Building Systems and Management, Inc.
Company 360 Report

D-U-N-S # 55-689-0598
Created on 16-Oct-2023
Created by Mathew Stanton
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Debtor	OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC. 12 COLBY RD. LITCHFIELD NH 03052 US	Filing Ref. number	1502031131352
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	30-Jan-2015
Original Received Date	02-May-2015	Original Filing Date	
Last Update Date	03-Jun-2015		
Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	STAR CAPITAL GROUP, L.P. 650 PARK AVE, STE 210 KING OF PRUSSIA PA 19406 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC. 12 COLBY RD LITCHFIELD NH 03052 US	Filing Ref. number	140630971860
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	26-Jun-2014
Original Received Date	25-Jul-2014	Original Filing Date	
Last Update Date	14-Aug-2014		
Collateral	Equipment, General Equipment	Document Type	Original
Secured Party	STAR CAPITAL GROUP, L.P. 1040 FIRST AVE ATE 420 KING OF PRUSSIA PA 19406 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS AND MANAGEMENT INC 12 COLBY RD LITCHFIELD NH 03052 US	Filing Ref. number	120216338770
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	15-Feb-2012
Original Received Date	25-Feb-2012	Original Filing Date	
Last Update Date	14-Apr-2012		
Collateral	—	Document Type	Original
Secured Party	CENTRIX BANK & TRUST 1 ATWOOD LANE BEDFORD NH 03110 US	Creditor	
Debtor	OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC. 12 COLBY ROAD LITCHFIELD NH 030521033 US	Filing Ref. number	20080027355C
Filing Office	SECRETARY OF STATE/CORPORATION DIVISION 107 N MAIN ST RM 204 CONCORD NH 03301 US	Date Filed	08-Dec-2008
Original Received Date	16-Dec-2008	Original Filing Date	
Last Update Date	14-Feb-2009		



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Government Indicators

Exclusions (0)

Most Recent Active Exclusions Date

—

Most Recent Inactive Exclusions Date

—

Active Exclusion Count (0)

—

Inactive Exclusion Count (0)

—

Government Control List (0)

Most Recent GCL Citation Date

—

GCL Citation Total Amount

—

US EPA (0)

Most Recent EPA Violation Date

—

EPA Violations Total Amount

—

Facility Name	OPTIMUM BUILDING SYSTEMS LLC
Issued Agency Name	United States Environmental Protection Agency
Effective Date	—
Registry Service ID	110069517990
Report URL	http://echo.epa.gov/detailed-facility-report?fid=110069517990

US OSHA (20)

Most Recent US OSHA Violation Date

—

OSHA Violations Total Amount

—

OSHA Total Violations and Citations

—

Establishment Name	OPTIMUM BUILDING SYSTEMS INC.
Issued Agency Name	Occupational Safety and Health Administration
Start Date	30-Apr-1998
Case Close Date	05-Jan-2011
Inspection Scope	A
Inspection Type	H
Violation ID	301491676
Load Complete Date	14-Oct-2011

Establishment Name **OPTIMUM BUILDING SYSTEMS, LLC**
Issued Agency Name **Occupational Safety and Health Administration**
Start Date **18-Jan-2023**
Case Close Date **24-May-2023**
Inspection Scope **A**
Inspection Type **I**
Violation ID **346448376**
Load Complete Date **02-Oct-2023**

Establishment Name **OPTIMUM BUILDING SYSTEMS**
Issued Agency Name **Occupational Safety and Health Administration**
Start Date **25-Jul-2003**
Case Close Date **10-Sep-2003**
Inspection Scope **B**
Inspection Type **I**
Violation ID **306097767**
Load Complete Date **14-Oct-2011**

Establishment Name **OPTIMUM BUILDING SYSTEMS**
Issued Agency Name **Occupational Safety and Health Administration**
Start Date **21-Aug-2007**
Case Close Date **07-Nov-2007**
Inspection Scope **B**
Inspection Type **I**
Violation ID **308612134**
Load Complete Date **14-Oct-2011**

Establishment Name **OPTIMUM BUILDING SYSTEMS & MANAGEMENT INC.**
Issued Agency Name **Occupational Safety and Health Administration**
Start Date **26-Mar-2015**
Case Close Date **08-Jul-2015**
Inspection Scope **A**
Inspection Type **G**
Violation ID **340503812**
Load Complete Date **02-Oct-2023**

Establishment Name **OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC.**
Issued Agency Name **Occupational Safety and Health Administration**
Start Date **15-Aug-2017**
Case Close Date **09-Oct-2017**
Inspection Scope **B**

Inspection Type I
Violation ID 342560273
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS LLC
Issued Agency Name Occupational Safety and Health Administration
Start Date 16-May-2018
Case Close Date 27-Jun-2018
Inspection Scope B
Inspection Type C
Violation ID 343174082
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS, LLC
Issued Agency Name Occupational Safety and Health Administration
Start Date 05-Oct-2020
Case Close Date 23-Mar-2021
Inspection Scope B
Inspection Type H
Violation ID 344960927
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS & MANAGEMENT INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 23-Jan-2013
Case Close Date 07-May-2013
Inspection Scope B
Inspection Type C
Violation ID 338414246
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS, LLC
Issued Agency Name Occupational Safety and Health Administration
Start Date 07-Dec-2017
Case Close Date 12-Mar-2018
Inspection Scope B
Inspection Type I
Violation ID 342817236
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS & MANAGEMENT INC.

Issued Agency Name Occupational Safety and Health Administration
Start Date 08-May-2014
Case Close Date 12-Jun-2014
Inspection Scope A
Inspection Type H
Violation ID 339765109
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS & MANAGEMENT INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 27-Aug-2009
Case Close Date 17-Mar-2010
Inspection Scope B
Inspection Type I
Violation ID 311591598
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 09-Jan-2023
Case Close Date 24-Apr-2023
Inspection Scope B
Inspection Type C
Violation ID 346436926
Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS
Issued Agency Name Occupational Safety and Health Administration
Start Date 24-Jun-2003
Case Close Date 02-Sep-2003
Inspection Scope B
Inspection Type K
Violation ID 306097205
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS & MANAGEMENT INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 13-Mar-2012
Case Close Date 18-Sep-2012
Inspection Scope A
Inspection Type C
Violation ID 332809359

Load Complete Date 02-Oct-2023

Establishment Name OPTIMUM BUILDING SYSTEMS INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 12-Jul-2001
Case Close Date 12-Jul-2001
Inspection Scope B
Inspection Type B
Violation ID 302542949
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 09-Jul-2002
Case Close Date 30-Aug-2002
Inspection Scope A
Inspection Type H
Violation ID 304556756
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS
Issued Agency Name Occupational Safety and Health Administration
Start Date 01-Jun-2006
Case Close Date 19-Jul-2006
Inspection Scope B
Inspection Type H
Violation ID 309327807
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS
Issued Agency Name Occupational Safety and Health Administration
Start Date 25-Jul-2003
Case Close Date 15-Oct-2003
Inspection Scope A
Inspection Type I
Violation ID 306270364
Load Complete Date 14-Oct-2011

Establishment Name OPTIMUM BUILDING SYSTEMS AND MANAGEMENT, INC.
Issued Agency Name Occupational Safety and Health Administration
Start Date 09-May-2013

Case Close Date	26-Jun-2013
Inspection Scope	A
Inspection Type	H
Violation ID	316742717
Load Complete Date	01-Jul-2013

Canadian EPA (0)

Most Recent Canada EPA Violation Date

Canada EPA Violations Total Amount

—

—

Diversity

Identified Woman Owned

Woman Owned Business --

Woman Business Enterprise --

Woman Owned Small Business --

Identified Minority Owned

Minority Owned --

African American Owned --

Asian-Pacific American Owned --

Hispanic American Owned --

Native American Owned --

Indian Sub-Continent American Owned --

Minority Business Enterprise --

Identified Veteran Owned

Veteran Owned --

Veteran Business Enterprise --

Disadvantaged Veteran Business Enterprise --

Disabled Veteran Business Enterprise --

Service-Disabled Veteran --

Vietnam Veteran Owned --



Small Business

Certified Small Business —

Small Disadvantaged Business —

Historically Underutilized (State) —

8A Program —

Hub Zone Program —

Disadvantaged Business Enterprise

Disadvantaged Business Enterprise —

Local Disadvantaged Business Enterprise —

Airport Concessionaire DBE —

Disabled Owned

Disabled Owned —

LGBTQ Owned

LGBTQ Owned —

Alaskan Native

Alaska Native Corporation —

Historical Black and Minority
Serving College

Historical Black and Minority Serving
College —

Composite Risk Scorecard Class

Legacy-Scorecard

Scorecard Risk

Attributes

Supplier Stability Indicator (SSI)

Supplier Evaluation Risk Rating (SER)

Paydex

Failure Score Class

Failure Score

Delinquency Class Score

O&B Rating

Financial/Legal Indicator

Out of Business

Operations Indicator

Disaster Indicator

Suits/Judgements/Liens Indicator

Scorecard

Current-Scorecard

Oct-2023

Composite Risk Scorecard Class	M
Composite Risk Scorecard Value	80
Included Attributes	
Supplier Stability Indicator (SSI)	2
Supplier Evaluation Risk Score (SER)	2
Paydex	80
D&B Rating	2R2

Attributes

Failure Score	82
Delinquency Class Score	2

Special Events/Public Filings

Operations Indicator	(N/A)
Disaster Indicator	(N/A)
Financial / Legal Indicator	(Yes)
Suits/Judgements/Liens Indicator	(N/A)

Overall Supplier Risk Policies by Month

Oct-2023 Default
Scorecard

Composite Risk Scorecard
Value and Class



Special Events

Special Events

Disaster	—
Operations	—
Other Special Events	—

Ultimate Beneficial Owner

Data Grid View

Level/Name of shareholder	% of direct ownership	% of beneficiary
All Levels Total Shareholders: 1		
Level 1 Total Shareholders: 1		
Rene Theroux	100.0	100.0
Level 2 Total Shareholders: 0		
Level 3 Total Shareholders: 0		
Level 4 Total Shareholders: 0		
Level 5 Total Shareholders: 0		
Level 6 Total Shareholders: 0		
Level 7 Total Shareholders: 0		
Level 8 Total Shareholders: 0		
Level 9 Total Shareholders: 0		

Cyber Risk

Last Updated on: —

Overall Cyber Risk



Score Factor	Description	Grade	Score
Network Security	Detecting insecure network settings	—	—
DNS Health	Detecting DNS insecure configurations and vulnerabilities	—	—
Application Security	Detecting common website application vulnerabilities	—	—
Cubit Score	Proprietary algorithms checking for implementation of common security practices	—	—
Patching Cadence	Out of date company assets which may contain vulnerabilities or risks	—	—
Hacker Chatter	Monitoring hacker sites for chatter about your company	—	—
Endpoint Security	Measuring security level of employee workstations	—	—
Information Leak	Potentially confidential company information which may have been inadvertently leaked	—	—
IP Reputation	Detecting suspicious activity, such as malware or spam, within your company network	—	—
Social Engineering	Measuring company awareness to a social engineering or phishing attack	—	—

POWERED BY  SecurityScorecard

Custom Fields

Custom fields

-

Contacts

Added Contacts (0)

-

Comments

Added Comments (0)

-