



State of New Hampshire

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

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 1, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with CDS Unlimited LLC (VC#422357), Bennington, NH, in an amount up to and not to exceed \$78,995.00 for electrical panel removal and installation services at the State Office Park Thayer Building effective upon Governor and Executive Council approval through October 31, 2024. Funding is 100% Capital Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

| | | |
|---|---------------|----------------|
| 010-014-014-140030-71910000 - Thayer Building | <u>FY2024</u> | <u>FY 2025</u> |
| 034-500162 Capital Projects | \$39,497.50 | \$39,497.50 |

EXPLANATION

At the request of the Division of Plant and Property (DPP), the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2870-24 on January 22, 2024, for Electrical Panel Removal and Installation Services, with responses due on February 12, 2024. The Department of Public Works (DPW) provided a bid waiver for DPP and DAS to proceed with this bid request. This bid reached fifty-one (51) vendors through the NIGP registry with an additional eighteen (18) directly sourced. Four vendors provided bid responses, with three being compliant. CDS Unlimited LLC provided the low-cost bid.

This contract reflects a single agency service contract with a requested price limitation up to and not to exceed \$78,995.00 to remove the existing and install a new panelboard at the Thayer Building located at the State Office Park complex in Concord, NH. The price limitation includes a vendor allowance amount of \$5,000.00 for any unforeseen issues. Vendor has

submitted all required and certified payment and performance bond paperwork. The payment and performance bond is certified at \$78,995.00 or 100% of the project cost.

| Contract financials | |
|--|-------------|
| Vendor project bid amount | \$73,995.00 |
| Vendor project allowance | \$5,000.00 |
| Requested project price limitation | \$78,995.00 |
| Payment and performance bond certification | \$78,995.00 |

Based on the foregoing, I am respectfully recommending approval of the contract with CDS Unlimited LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

| | | | |
|-----------------|---|-------------|------------------------------------|
| Bid Description | Electrical Panel Removal and Installation | Agency | Division of Plant and Property |
| Bid # | 2870-24 | RQ # | N/A |
| Agent Name | Ryan Fuller | Bid Closing | February 12, 2024 at 10:00AM (EST) |

Indicates Award:

| Qty | Product Description | CDS Unlimited LLC | | Gerald A. Laflamme Inc | | KOBO Utility Construction Corp | | Contrivance Electrical | |
|--------------|---|-------------------|--------------------|------------------------|--------------------|--------------------------------|---------------------|------------------------|---------------|
| | | Unit Cost | Extended Cost | Unit Cost | Extended Cost | Unit Cost | Extended Cost | Unit Cost | Extended Cost |
| 1 | Electrical Panel Removal and Installation | \$78,995.00 | \$78,995.00 | \$92,900.00 | \$92,900.00 | \$199,500.00 | \$199,500.00 | Non-Compliant | |
| Total | | | \$78,995.00 | | \$92,900.00 | | \$199,500.00 | | |

| Recommendation Summary: | |
|----------------------------------|--|
| Number of Solicitations Received | 4 |
| Number of Sourced bidders | 18 |
| Number of NIGP Vendors Sourced | 51 |
| Number of non-responsive bidders | 65 |
| D&B Report Attached | Yes |
| Method of Payment (P-card/ACH) | ACH |
| FOB Delivered | Yes |
| Special Notes: | Division of Plant and Property (DPP) contacted Department of Administrative Services (DAS) to place bid for Electrical Panel Removal and Installation services for the Thayer Building, State Office Complex in Concord, NH. The Department of Public Works (DPW) executed a waiver authorizing DPP and DAS to place a bid for requested services. DAS through Bureau of Purchase and Property (BoPP) issued RFB 2870-24 on January 22, 2024 with a closing date of February 12, 2024. Sixty-nine (69) vendors were sourced directly and through NIGP; three vendors provided compliant responses. CDS Unlimited LLC provided the low-cost compliant bid for the project at \$78,995.00. Recommend contracting with CDS Unlimited LLC to provide project services. |

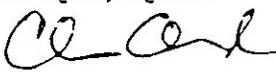
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 CDS Unlimited LLC | | 1.4 Contractor Address 279 Bible Hill Road Bennington, NH 03442 | |
| 1.5 Contractor Phone Number 603-714-5974 | 1.6 Account Unit and Class 010-014-014-140030- 71910000-034-500162 | 1.7 Completion Date October 31, 2024 | 1.8 Price Limitation \$78,995.00 |
| 1.9 Contracting Officer for State Agency Ryan Fuller | | 1.10 State Agency Telephone Number 603-271-3350 | |
| 1.11 Contractor Signature Jordan Widger <small>Digitally signed by Jordan Widger Date: 2024.02.27 14:41:34 -05'00'</small> Date: 02-27-24 | | 1.12 Name and Title of Contractor Signatory Jordan Widger, Owner | |
| 1.13 State Agency Signature  Date: 3/21/24 | | 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: March 29, 2024 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

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.

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. CDS Unlimited 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 Electrical Panel Removal and Installation Services in accordance with the bid submission in response to State Request for Bid #2870-24 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 2870-24
 - 2.1.6. EXHIBIT E Contractor's Bid Response
 - 2.1.7. EXHIBIT F Thayer Building Electrical Drawings
- 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 2870-24," (5) EXHIBIT E "Contractor's Bid Response," (6) EXHIBIT F "Thayer Building Electrical Drawings."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence April 1, 2024, upon approval of the Governor and Executive Council, whichever is later, through October 31, 2024, a period of approximately six (6) months.

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 the project to be furnished by the Contractor within 30 days after receipt of executed contract.

5. SCOPE OF WORK:

- 5.1. Part I - General
 - 5.1.1. Includes Conditions of the Contract.
 - 5.1.2. Examine all other sections of the specifications for requirements, which affect the work of this Section, whether or no such requirements are particularly mentioned herein.
 - 5.1.3. Coordinate the work of this section with the related work of other trades, if applicable, and coordinate with such trades to assure the steady progress of all work of this Contract.

5.1.4. Where the National Electrical Code appears in this specification, it shall be interpreted to mean the latest edition.

5.1.5. Summary:

5.1.5.1. The work covered by this Section consists of furnishing all labor, materials, equipment, supplies, devices, electrical apparatus, distribution panel boards, wire and conduit, etc., the installation of the materials and equipment and the performance of all operations necessary for the installation of a new distribution panelboard for power distribution at the Thayer Building located in the State Office Park, 97 Pleasant St., Concord, NH, the removal of the existing panel board and its feeder conductors, and the transfer of existing panel board circuits to the new panel board and/or other modifications to existing facility electrical power distribution as indicated on the Contract Drawings and/or as described within the Contract Specifications.

5.1.5.2. This work shall include all costs involved in providing new and/or modifying existing electrical distribution as indicated and any costs involved with any other special controls for the project. Without limiting the work required under this specification section, the following is included as noted:

5.1.5.2.1. Provide all conduit and wire for modified power distribution.

5.1.5.2.2. Provide new distribution panel board and all associated wiring at Thayer Building.

5.1.5.2.3. Removal of any existing discontinued exposed conduit and wiring. NOTE: It is planned that the existing conduits will be reused with necessary modifications for connections to the new panel board.

5.1.5.2.4. Any and all work required to leave the facility as a fully operable project per the Contract.

5.1.5.2.5. Obtain and pay for all required permits, inspections, etc.

5.1.5.2.6. Provide any testing and commissioning for the project.

5.1.6. Work of Other Sections:

5.1.6.1. There are no other specifications for the electrical materials and installations for this project.

5.1.7. Submittals:

5.1.7.1. Shop Drawings. Within thirty days after award of the Contract, submit shop drawings in accordance with requirements of the General Conditions and in the manner described therein. Shop drawings shall indicate specifications section and paragraph requiring equipment indicated. Shop drawings shall be highlighted to indicate the specific product or products proposed on each page submitted for review and acceptance.

5.1.7.2. Shop drawings are required on all major pieces of equipment in the following list, but not necessarily limited thereto: circuit breakers and enclosures; pull, junction, and terminal boxes; distribution panel boards; conduit, wire, etc.

5.1.7.3. Record Drawings. In accordance with requirements of the Supplementary General Conditions, the Contractor shall furnish and keep on the job at all times one complete set of black line prints of the electrical work, on which shall be clearly, neatly and accurately noted, promptly as the work progresses, all architectural and electrical changes, revisions and additions to the work. Wherever work is installed otherwise than as shown on the Contract Drawings, such changes shall be noted.

- 5.1.7.4. The Contractor shall indicate on these prints the daily progress by coloring in the various apparatus and associated appurtenances as they are installed.
- 5.1.8. No approval of requisition for payment for work installed will be given unless supported by record prints as required above.
- 5.1.9. At the conclusion of work, prepare record drawings in accordance with the requirements of the General Conditions.
- 5.1.10. Operating Instructions and Maintenance Manual: The Contractor shall instruct, to the State's satisfaction, such persons as the State designates in the proper operation and maintenance of systems and their parts.
- 5.1.11. Parties indicated above sign affidavits stating that the above instructions were given by the Contractor.
- 5.1.12. Furnish in accordance with General Conditions operating and maintenance manuals and forward same to the State Project Manager for transmittal to the State.
- 5.1.13. The operating instructions shall be specific for each system and shall include copies of posted specific instructions.
- 5.1.14. For maintenance purposes, provide shop drawings, parts lists, specifications and manufacturer's maintenance bulletins for each piece of equipment. Provide name, address and telephone number of the manufacturer's representative and service company, for each piece of equipment so that service or spare parts can be readily obtained.
- 5.1.15. Manufacturers' Data. Within thirty days of award of Contract, the Contractor shall submit for Engineer's approval a complete list of manufacturers' names of all materials and equipment proposed for the project.
- 5.1.16. After approval of the above list, the Contractor shall submit to the State Project Manager for Engineer's approval complete detailed manufacturers' data consisting of bulletins, shop drawings, and parts lists of the materials and equipment to be furnished, as required.
- 5.1.17. Shop drawings and manufacturers' data submitted must bear the Contractor's stamp stating that the shop drawings and data have been checked and meet the plans and specifications before being submitted for State Project Manager's/ Engineer's approval, or they will not be considered and will be returned for resubmission. If the shop drawings and data show proposed variations from the requirements of the plans and specifications because of standard practice or other reason, specific mention shall be made of such variations in the letter of transmittal.
- 5.1.18. The Contractor shall assume the entire cost and responsibility for any changes in the work, which may be occasioned by approval of materials other than those specified.
- 5.1.19. Errors, omissions, and coordination of shop drawings shall be the sole responsibility of the Contractor whether or not the shop drawings are approved.
- 5.1.20. In the event that any specified manufacturer's number has been superseded by a new number since the writing of this specification, the new manufacturer's number shall be immediately submitted to the State Project Manager and Engineer for approval. It shall be the responsibility of the Contractor to notify the State Project Administrator and Engineer of any superseded manufacturers' numbers mentioned in these specifications.
- 5.1.21. Quality Assurance:

5.1.21.1. Applicable Standards, Permits and Codes:

- 5.1.21.1.1. The installation shall comply with all Codes, Ordinances, and laws applying to electrical installations in effect in the municipality where the work will be performed and with regulations of any other governmental body or agency having jurisdiction, including OSHA; with regulations of the National Electrical Code where such regulations do not conflict with those laws, with the regulations of the electric utility involved, with the telephone utility, and with ASHRAE Standard 70, as amended.
- 5.1.21.1.2. File all required notices and plans. Obtain and pay for all permits, inspections, licenses, and certificates required for work under this Section.
- 5.1.21.1.3. If any portion of the electrical plans or specifications conflict with any laws or ordinances with regard to type of materials, equipment, or fixtures to be used, the Contractor shall bring it to the State Project Manager's attention at least seven days before submitting the bid. Otherwise, the cost of all work necessary to make the installation comply with said laws or ordinances shall be paid by the Contractor and shall become a part of this Contract.

5.1.22. Examination of Site and Contract Documents:

- 5.1.22.1. Before submitting prices or beginning work, thoroughly examine the site and the Contract Documents.
- 5.1.22.2. No claim for extra compensation will be recognized if difficulties are encountered which an examination of site conditions and Contract Documents prior to executing the Contract would have revealed.

5.1.23. Drawings:

- 5.1.23.1. The Contractor shall refer to the electrical drawings and the architectural floor plans and details for a full comprehension of the extent and detail of the work to be performed. These drawings are intended to be supplementary to the specifications, and any work indicated, mentioned, or implied in either is to be considered as specified by both.
- 5.1.23.2. All work shown on the drawings is intended to be approximately correct to the scale of the drawings, but figured dimensions and detailed drawings are diagrammatic and are not intended to show every detail of construction or the exact location of equipment. Where building construction makes it advisable or necessary to change the location of equipment, the Contractor shall perform such work without cost to the State on written request of the State Project Manager or the Engineer. Any doubt as to the intended location of equipment shall be resolved by the State Project Manager and Engineer before proceeding with the installation.
- 5.1.23.3. The intent is to obtain an electrical installation of all systems, complete in every detail within and about the building, and with all facilities properly interconnected with power. The Contractor shall furnish and install all such parts as may be necessary to complete the systems in accordance with the best trade practice and to the satisfaction of the Engineer and State Project Manager. Upon completion, the electrical systems and all equipment throughout the structures shall operate properly and adequately and function as intended.
- 5.1.24. In any discrepancy between requirements of any Section, between notes on the drawings, between drawings, between details in the specifications, or between drawings and specifications, that which is in the best interest of the State shall apply.

- 5.1.25. Testing by Contractor: Provide equipment and personnel, including manufacturer's representatives, for operating test of electrical system.
- 5.1.26. Changes by Contractor: The contract drawings indicate the extent and schematic arrangement of the conduit and wiring systems. If changes from the drawings are deemed necessary by the Contractor, submit details of such changes within 30 days of award of Contract. Make no changes without written authorization of the State Project Manager. Where conduit routings are not indicated, coordinate with State Project Manager and Engineer to ensure no conflicts result from routings selected.
- 5.1.27. Electrical Reference Symbols:
- 5.1.27.1. Standard symbols have been employed where such will meet the need. These are augmented and modified to illustrate as necessary. The chart on the Contract Drawings is intended to illustrate all symbols and explain the function and installation method of the device represented. When not clear, or where one has been inadvertently omitted, it shall be the responsibility of the Contractor to obtain a ruling from the State Project Manager on the intent before proceeding with any work.
- 5.1.28. Temporary Power:
- 5.1.28.1. The Contractor shall furnish and install temporary feeders of proper capacity power required for the project while under construction. Sufficient outlets shall be installed at convenient locations so that extension cords of not over 50 feet will reach all areas requiring power.
- 5.1.28.2. Any Subcontractors shall furnish their own extension cords and such lamps as may be required for their work, and shall pay for the cost of temporary wiring of construction offices or shanties used by them and any temporary wiring of a special nature for light and power required other than that mentioned above.
- 5.1.29. See item 5.1.34 Scheduling for requirements during interruptions of power distribution within the facility that may be required to provide the work of the Contract.
- 5.1.30. Guarantee:
- 5.1.30.1. Contractor's guarantee for items furnished covers and includes:
- 5.1.30.1.1. Faulty or inadequate design
- 5.1.30.1.2. Improper installation
- 5.1.30.1.3. Defective workmanship and materials
- 5.1.30.1.4. Warranties of Manufacture
- 5.1.30.1.5. Not less than one year
- 5.1.30.1.6. As specified
- 5.1.30.1.7. As normally supplied if greater than one year
- 5.1.31. Definition:
- 5.1.31.1. Where the word "Owner" appears in this specification it shall mean the State of New Hampshire as represented by its State Project Manager for this project re approvals, etc.
- 5.1.32. Alterations:

- 5.1.32.1. The Contractor shall execute all alterations, additions, removals, relocations, or new work, etc., as indicated or required to provide a complete installation in accordance with the intent of the drawings and specifications.
- 5.1.32.2. Remove all existing equipment to be discontinued and/or relocated as directed by the State Project Manager/Engineer.
- 5.1.32.3. Existing electrical equipment to be discontinued and removed shall remain the property of the Owner and shall be carefully packed and delivered by the Contractor for onsite storage by the Owner. Any discontinued and removed electrical equipment items that the Owner specifically indicates are not wanted by the Owner shall be disposed of in a legal and lawful manner off the Owner's site by the Contractor.
- 5.1.32.4. Any existing work disturbed or damaged by the alterations or new work shall be repaired or replaced to the Engineer's and State Project Manager's satisfaction at no added cost to the Owner by the Contractor.
- 5.1.33. Any existing wiring and conduit discontinued under this project shall be completely removed.
- 5.1.34. Scheduling:
- 5.1.34.1. The Contractor shall schedule his work in accordance with contract requirements re any interruption of electrical or other services and/or the requirements to maintain building areas or spaces available for the Owner's use during construction.
- 5.1.34.2. If required to maintain operations, work may be required to be scheduled when the facility is not fully utilized. If this occurs this Contractor shall provide a suitable work force to accommodate the schedule requirements. NOTE: The Contractor should plan that any work that will interrupt power distribution to any part of the building will be required to be performed when the building is not in use, which will require weekend and/or holiday scheduled work.
- 5.1.34.3. NOTE: If the Contractor requires power during interruptions of distribution circuits, it will be the Contractor's responsibility to provide an adequate portable standby generator. The Owner's standby generator will NOT be made available for the Contractor's use.
- 5.1.34.4. If the utility service is out of use due to construction the Contractor must minimize the outage time and coordinate the hours during which the outage will occur with the Owner. If the outage period is in excess of that the Owner can permit, the Contractor shall provide a temporary standby generator to serve the loads during the outage. NOTE: A total interruption of utility service to the building should not be required to carry out the work on this project, but all working areas will have interruptions.
- 5.1.34.5. This project will require that all work involving outages be scheduled not less than 14 calendar days prior to the requested outage date, and that acceptance of the desired date and duration of the outages involved must be approved by the State Project Manager before the outage can be implemented. No outages will be approved during normal working hours within the building involved, and Owner's work scheduling will require the Contractor to carry out such work during evening, night, or select weekend days and hours.
- 5.1.35. Seismic Design Requirements:
- 5.1.35.1. The Contractor under this specification section shall be responsible for the engineering, design and provision of seismic restraint systems for conduits, wireways, and equipment as required by the 1996 or subsequent edition of the BOCA Code (or IBC Code where that code has been adopted by the

State), section 1610.6.4 and table 1610.6.4(1). This Contractor shall provide mounting hardware and provisions for mounting of electrical equipment to resist lateral loads created by seismic disturbances. All mountings shall be designed by a New Hampshire licensed professional engineer specializing in this field of work. This Contractor shall provide all required seismic restraint for conduits in excess of 2 inches diameter (trade size), distribution panel boards, and other equipment in accordance with the applicable Code. Provide all required vibration isolation to ensure excessive vibration is not transmitted from equipment to structures.

5.1.35.2. All design details, stamped and signed by the engineer licensed to practice professional engineering in the State of New Hampshire shall be provided for review and approved by the State Project Manager prior to their integration into the project.

5.1.36. Non-Code Conforming Wiring Systems Not Being Updated:

5.1.36.1. Any non-code conforming existing electrical installations not noted on the drawings will be handled outside the scope of this project or, if required by the Authority Having Jurisdiction, will be addressed as change orders.

5.1.37. Hazardous Materials:

5.1.37.1. The Contractor under this specification section shall review all associated Contract Sections and Conditions to determine whether his work will encounter hazardous materials (asbestos, lead based paint, PCB's, etc.) and shall take all steps to insure his employees are properly trained and equipped for any work he must provide where such materials are known or found to exist within the existing facility.

5.1.37.2. The Contractor will not be responsible for the removal of such material by a qualified firm that is acceptable to the Owner and shall notify the State Project Manager and Engineer if such are encountered as their work progresses.

5.1.38. Dig Safe (if applicable):

5.1.38.1. The Contractor shall contact Dig Safe with adequate lead time to have all existing underground utilities located and marked prior to the initiation of any underground excavation. The Contract Drawings do NOT include all utilities (public utility systems and Owner's systems) that may be present.

5.1.38.2. The Contractor shall retain a private utility locating service acceptable to the State Project Manager to assist in this work.

5.1.39. Arc Flash Warning Study and Label Requirements:

5.1.39.1. The Contractor shall insure that all required arc flash labels for the new distribution panelboard are properly installed. If this requires obtaining an arc flash study, the Contractor shall obtain the study for this panel in accordance with the below:

5.1.39.2. All new and/or modified electrical equipment including control panels, switchboards, panelboards, meter socket enclosures, disconnects, etc., must have an Arc-Flash Hazard Analysis (AFHA) conducted, and shall be field marked to warn qualified personnel of potential electric arc flash hazards. Warning labels shall be clearly visible and shall be provided in accordance with NEC 110.16 and NFPA 70E.

- 5.1.39.3. All work shall be performed in strict compliance with all applicable local and state codes. In addition, all practices shall be in accordance with the latest editions of the National Electrical Code (NEC) of the NFPA, the National Electrical Safety Code, and OSHA.
- 5.1.39.4. Provide an ANSI Z535.4 compliant (size 4 in. x 6 in.) thermal transfer or equivalent type two color die cut arc flash label as provided by Dura Label or Brady for each work location analyzed and included in this project. Material type shall be suitable for the locations, i.e.: indoor, outdoor, chemical resistant, etc.
- 5.1.39.5. If the equipment will be energized prior to the application of the final labels, provide temporary labels until the final labels are applied. Temporary labels do not need to be of the materials specified above. Temporary labels shall be suitable for the environment (example: 110-pound paper or 30-pound paper in a plastic "page protector"). [Note: label information to meet required criteria outlined herein for permanent labeling. Once final labels are available, remove temporary labeling and provide permanent labels as indicated.]
- 5.1.39.6. The label shall have either an orange header with black lettering and the wording, "WARNING, ARC FLASH HAZARD", or red header with white lettering and the wording, "DANGER, ARC FLASH HAZARD". Include the ANSI Safety Symbol in the header as recommended. The Danger signal wording shall be provided for all incident energy values calculated greater than 40 Cal/ sq. cm; Warning to be used for all incident energy values calculated less than 40 Cal/ sq. cm. These labels shall include the following information:
- 5.1.39.6.1. Location Designation
- 5.1.39.6.2. Shock Hazard Information including Nominal Voltage, Limited Approach, Restricted Approach, and Prohibited Approach.
- 5.1.39.6.3. Flash protection boundary
- 5.1.39.6.4. Hazard/Risk category (HRC) including PPE Category
- 5.1.39.6.5. Incident energy
- 5.1.39.6.6. Working distance
- 5.1.39.6.7. Reference actual listing of clothing and glove requirements.
- 5.1.39.7. Labels shall be machine printed, with no field markings. The size of the lettering is to be in accordance with ANSI-Z535.4 recommendations for a safe viewing distance of 3 feet minimum based on favorable viewing conditions and information to be included.
- 5.1.39.8. Arc Flash labels shall be provided in the following manner and all labels shall be based on recommended over-current device settings. Coordinate the data provided with the Arc Flash Study results and the ANSE labeling requirements.
- 5.1.39.9. Quantities outlined below are considered minimum quantities necessary. Provide additional labeling as may be required by Regulatory or Inspection Agencies at no added cost to the project.
- 5.1.39.10. For each transformer, 480 and applicable 240 and/or 208-volt panelboard, individually mounted circuit breaker and safety disconnect device, one arc flash label shall be provided.
- 5.1.39.11. For each automatic transfer switch, one arc flash label shall be provided.
- 5.1.39.12. For each low voltage switchboard, one arc flash label shall be provided at the top of each vertical section (see footnote below).

- 5.1.39.13. For each generator connection terminal enclosure with circuit breaker, one arc flash label shall be provided.
- 5.1.39.14. Additional arc flash labels to address installations and specific equipment requirements shall be provided on an individual evaluation basis.
- 5.1.39.15. General Use Safety Labels shall be installed on equipment in coordination with Arc Flash Labels. The General Use Safety Labels shall warn of general electrical hazards associated with shock, arc flash, and explosions, and instruct workers to turn off power prior to work.
- 5.1.39.16. Footnote: Where switchboard, or switchgear assemblies are dual fed, provide on arc flash label at each main entrance device or section as well as at any "Tie" device location. For equipment that is front and rear accessible, provide the same labeling on the rear sections as outlined above).
- 5.1.39.17. Labels shall be field installed by the Contractor at the conclusion of the project.
- 5.1.40. Provide written maintenance procedures and guidelines in accordance with NFPA-70E, Latest Edition, for Owner.
- 5.1.41. At a minimum, provide a written report prepared by a Professional Engineer duly licensed to practice in the State. The report shall include:
- 5.1.41.1. Equipment ID
- 5.1.41.2. Available Fault Current
- 5.1.41.3. Method and software used in the calculations
- 5.1.41.4. Any other relevant data used to support the calculations
- 5.1.41.5. One Line Diagram
- 5.1.42. NOTE: The required study and label requirements under this Contract are limited to new equipment and/or equipment modified under this project only and the study does NOT include complete facilities studies for items that are existing and not changed with work under this project.
- 5.2. Part 2 – Products
- 5.2.1. General Requirements:
- 5.2.1.1. All materials, devices, and equipment shall be new.
- 5.2.1.2. Service: Electrical service is 120/208 Volt, three phase, 4 wire, 60 Hertz at this facility.
- 5.2.2. Identifications:
- 5.2.2.1. All materials shall bear UL labels where such have been established for the particular device.
- 5.2.2.2. All devices shall show make, type, serial number (where applicable), voltage, amperage, wattage, motor ratings, and all other pertinent data.
- 5.2.2.3. All wire shall have make, type of insulation, size, and voltage rating clearly marked upon it.
- 5.2.3. Sleeves/Junction Boxes/Anchors (if any):
- 5.2.3.1. The Contractor shall provide for all sleeves, openings, anchors, supports, conduits, and boxes, and shall provide same so that they may be built into the job wherever feasible.
- 5.2.4. Access Panels:

5.2.4.1. Not applicable to this project.

5.2.5. Conduits:

5.2.5.1. Exterior:

5.2.5.1.1. No new permanent exterior installed conduits should be involved for this project.

5.2.5.2. Interior:

5.2.5.2.1. Interior conduits may be rigid galvanized steel, or electrical metallic tubing (EMT).

5.2.5.3. General:

5.2.5.3.1. The use of nonmetallic conduit or raceway is not specified for this project.

5.2.5.3.2. Rigid galvanized conduit shall be manufactured by Wheatland Tube Company or approved equal. It shall conform to UL 6, ANSI C80.1.

5.2.5.3.3. PVC conduit shall not be used on this project.

5.2.5.3.4. Electrical Metallic Tubing (EMT) shall conform to UL 797, ANSI C80.3

5.2.5.3.5. All terminations of conduits shall have smooth, rounded bushings. All conduit 1" and larger shall have insulation which may be integral with the bushing connector, or an insulated bushing may be added.

5.2.5.3.6. All rigid conduit joints shall be threaded. Do not use any type of clamp on fittings.

5.2.5.3.7. For EMT fittings shall conform to UL 518 B and ANSI/ NEMA FB1, steel or malleable iron, only. Die-cast or pressure- cast zinc alloy fittings or fittings made of "pot metal" are prohibited. Couplings and connectors shall be concrete tight and rain tight, with connectors having insulated throats. Use gland and ring compression type couplings and connectors for conduits sized 2" and smaller. Use set screw type couplings with four set screws each for conduits sized larger than 2". Set screws shall be of case-hardened steel with hex head and cup point to firmly seat in the wall of the conduit for positive grounding. Indent type connectors and couplings are prohibited. 4" is the largest EMT conduit that may be used on the project.

5.2.5.3.8. Provide expansion/deflection fittings where required by Code. Fittings shall be of same material/construction as conduit.

5.2.5.3.9. If any conduits pass between exterior of structures and the interior of structures, the Contractor shall provide suitable sealing per NEC Article 300, 300.7 (A).

5.2.5.3.10. Provide fireproofing of any penetration of any fire partition, ceiling, or floor in accordance with Code requirements.

5.2.5.3.11. Where new conduits will penetrate existing masonry or stone walls, the new penetrations shall be made by core drilling of the masonry or stone. The use of vibratory hammers or similar equipment will not be permitted. The Contractor shall use link-seal fittings on any penetrations of walls below finished grade. Penetrations made above grade shall be sealed with a suitable foam sealant, with the proposed material to be processed as a standard shop drawing format prior to installation.

5.2.6. Wire and Cable:

5.2.6.1. All cable and wire shall comply with the latest requirements and specifications of the NFPA and/or the Insulated Power Cable Engineers Association (IPCEA) and shall be as manufactured by General

Cable, General Electric, Anaconda, Phelps Dodge, or approval equal, unless otherwise specified or indicated.

- 5.2.6.2. All conductors used in the wiring system shall be soft-drawn copper wire having a conductivity of not less than 98% of that of pure copper, unless otherwise indicated or specified. All conductors shall be stranded. Solid conductors are not acceptable. Aluminum conductors are not permitted.
- 5.2.6.3. All wire and cable shall be stamped approximately every two feet to indicate voltage, type, temperature rating, UL listing, manufacturers' name, size, etc.
- 5.2.6.4. All underground conductors shall be installed in conduits. All underground conductors shall enter manholes, enclosures, fixtures, or termination points through a protective conduit sleeve of appropriate size.
- 5.2.6.5. All cable and wire shall be: 600 volt; installed in approved raceways or conduit; not less than No. 12 AWG (except that No. 14 AWG may be used for control wiring).
- 5.2.6.6. Insulation for cable and wire shall be as follows:
 - 5.2.6.6.1. Interior, Wet or Moist Locations: XHHW-2, THWN-2
 - 5.2.6.6.2. All internal wiring to fixtures shall be minimum, No. 14 AWG, silicon rubber insulated (150°C) with minimum 300 volt insulation.
- 5.2.6.7. All branch circuit wiring from panelboards to any outlet or fixture shall be sized such that the maximum voltage drop at the most remote device does not exceed 5%.
- 5.2.6.8. The following color codes, as applicable, shall be used for all conductors. The colors must be fast, fadeless, and capable of withstanding cleaning.

| 208/120V (Three Phase) | |
|------------------------|-------|
| Phase A | Black |
| Phase B | Red |
| Phase C | Blue |
| Neutral | White |
| Bond | Green |

- 5.2.6.9. All circuit wires shall be tagged in cabinets, pull boxes, etc., with 1/16" thick tags securely fastened to the conductors with a heavy type of linen wrap at time wires are pulled in and tested. Circuit numbers shall be indicated on the tags. Tags shall not be removed for any reason.
- 5.2.6.10. At least 8" loops or ends shall be left at each outlet for the installation of devices or fixtures. All wires in outlet boxes not for the connection to fixtures at that outlet shall be rolled up, connected together, and taped.
- 5.2.6.11. Wires and cables shall be carefully handled during installation.

- 5.2.6.12. When a lubricant is necessary for pulling wires, it must be listed by UL and be of such consistency that it will leave no obstruction or tackiness that will prevent pulling out old wires or pulling in new wires or additional wires. No soap flakes or vegetable soaps will be permitted.
- 5.2.6.13. Conductors shall be continuous from panelboard to outlet and from outlet to outlet. No splices shall be made except within junction or outlet boxes.
- 5.2.6.14. Splices and taps in wires No. 8 AWG and larger shall be made with crimp-on type connectors designed for the purpose. All connections between wires at fixtures and boxes shall be made with UL approved 600 volt pressure connectors equal to ideal "Wire-Nut" or "Wing-Nut" (for general lighting and receptacles) in dry locations only.
- 5.2.6.15. Type NM, NMC, AC, or similar cables are not acceptable on this project.
- 5.2.6.16. All conductors and connections shall be free of grounds, shorts and opens.
- 5.2.7. Outlet Boxes (if any):
- 5.2.7.1. All boxes shall be held to wood surfaces by wood screws. On metal surface, boxes shall be held by metal-to-metal screws or by machine bolts.
- 5.2.7.2. Any boxes shall be installed on buildings as surface mounted and shall be cast metal type with integral threaded hubs (style similar to Crouse Hinds FS or FD). "Bell" style boxes will not be approved. Metal shall match the conduit material involved.
- 5.2.7.3. Outlet boxes, if any, installed above accessible ceilings may be sheet metal type of a material that matches the conduit involved, sized per Code.
- 5.2.8. Pull and Junction Boxes:
- 5.2.8.1. Provide code sized as required or requested by and coordinated with the Engineer and State Project Manager. Boxes shall be galvanized steel, furnished with screw fastening covers. Where several feeders or circuits pass through a common pull box, they shall be tagged to clearly indicate their electrical characteristics, circuit number and panel designation. Where pull boxes are required in finished areas, the State Project Manager shall be consulted as to location, style of cover, and finish of the box. The location shall always be as inconspicuous as possible.
- 5.2.9. Pulling Cables:
- 5.2.9.1. All raceways are to be equipped with conductors. Swab all conduits before cable is drawn into them. Any crushed raceways shall be replaced before drawing in cable. Where cable pulling compounds are required, materials specifically intended for that purpose may be utilized.
- 5.2.10. Disconnects/Enclosed Circuit Breakers (if any):
- 5.2.10.1. Where shown on the Drawings, or when NEC required whether or not shown, install disconnect switches appropriate for the application. When serving motors, they shall be motor rated for the horsepower involved. Those for equipment or physically located outdoors shall be in NEMA 3R painted steel enclosures, or as otherwise indicated on Contract Drawings. All outdoor disconnect switches shall be pad-lockable in the "ON" and in the "OFF" positions. Switches installed indoors may be NEMA 1 enclosed.
- 5.2.10.2. Switches shall be heavy duty, quick make and break type. They may be non-fused by a solid copper bar, silver plated, heavy duty for motors over 2 HP unless otherwise indicated on the Contract Drawings. They shall be Square D, Type HU, or approved equal by Siemens or General Electric.

5.2.11. Overcurrent Protection Motors:

5.2.11.1. Not applicable for this project.

5.2.12. Wire Connectors and Devices:

5.2.12.1. All wire joints shall be made with a pressure squeezed connector such as T & G Stakon and Ideal, or bolted clamp such as made by Dessert. Twist-on type wire nuts are also permitted for general lighting circuits in dry locations only. Make up to terminals shall be mechanical squeeze connector. Wherever only a screw connector is available, install a conductor terminal like T & G Stakon spade or donut and designed for the application and compression set to the conductor.

5.2.12.2. Cover all joints made with non-insulated clamp devices with Scotch brand plastic electrical tape. Type #88 may be used at any joint and shall be used whenever the temperature of joint or the room is below 50°F. In the summer, or when temperature is above 60°F, new type #33 plus may be used. Triple wrap joints, each wrap having a 50% overlay.

5.2.13. Switches and Plates (if any):

5.2.13.1. Provide Hubbell, 20 ampere, 125 volt, commercial specification grade switches; Ivory color, with matching plates for the enclosure utilized.

5.2.14. Convenience and Other Outlets and Plates.(if any):

5.2.14.1. Convenience outlets shall be ground fault circuit interrupter type, Hubbell GFR 5352A, 20 amperes, 125 volts, Ivory face color, with matching plates for the enclosure utilized.

5.2.15. Motors:

5.2.15.1. Not applicable for this project.

5.2.16. Secondary Service:

5.2.16.1. Existing electrical secondary service is not being modified at the Thayer Building under this project.

5.2.17. Electrical Service and Distribution System/Stand-By Power During Modifications

5.2.17.1. There is no planned modification of the electrical service to the Thayer Building under this project.

5.2.17.2. There will be modifications to the power distribution feeders noted on the Contract Documents under this project.

5.2.17.3. The Contractor must coordinate all power outages during cutovers with the State Project Manager. Any and all cutovers have to be scheduled after working hours, on weekends, or on holidays. This requirement shall not result in added costs to the Owner.

5.2.17.4. The duration of power interruptions will be limited. The Contractor shall include costs to provide temporary stand-by power generators during any extended period of power interruption. Such stand-by power units, their connections, and all costs to maintain them in operation during periods when utility power will be interrupted in excess of the times permitted by the State Project Manager shall be included in the Contract.

5.2.17.5. The Owner's standby generator is not to be utilized for construction power use during any outage of service to the panels associated with the project.

5.2.17.6. Refer also to 5.1.34 Scheduling, this specification section.

5.2.18. Underground Electrical Services and Feeders (Utility or Generator):

5.2.18.1. This item is not applicable for this project.

5.2.19. Primary Power Source:

5.2.19.1. Primary power to the sites is existing and will not be modified by this project.

5.2.20. Metering:

5.2.20.1. The existing electric utility metering is not being modified under this project.

5.2.21. Distribution Panelboard:

5.2.21.1. A new 800 Ampere, multi section, distribution panelboard is part of this project and is to be provided and installed and commissioned by the Contractor. Design is based on "I Line" by Square D.

5.2.21.2. Provide panelboard with main breakers or main lugs and branch circuit breakers, according to the schedules on the drawings or included in specifications.

5.2.21.3. Panelboard shall be provided with a top-mounted main breaker or remote main breaker to panel main lugs and branch circuit breakers, according to the schedule on the drawings.

5.2.21.4. The general requirements for the panels are shown on the drawings, including mounting and gutters. Mount the panels 6'-6" up to top of roughing cabinets unless Contract Drawings details indicate otherwise. Gutters not less than eight inches (8") in section 1 and not less than six inches (6") in section 2 will be considered meeting specifications. Breaker frame size is shown on the drawings. Handle ties will NOT be permitted anywhere. Multi-pole breakers shall have common trip and one handle.

5.2.21.5. All breakers shall be trip free, suitable for switching, and thermal magnetic. All breakers in panels shall be plug-on style. "Space" means provisions for adding breakers. Breakers or busses shall contain terminations or tappings designed for these attachments. All points of contact between bus and sub bus shall be of copper, full tinned or silvered between all contact surfaces. All breakers shall have a minimum capacity of 65,000 amperes at 240 volts AC. Higher IC breakers shall be provided at no added costs to the Owner if the available fault current exceeds this. Provide calculated fault current to main circuit breaker or main lugs of the new panelboard with shop drawing submittal, or approval will be delayed.

5.2.21.6. Provide a typewritten tabulation indicating fixture outlets, devices, machines, or apparatus served by each breaker and their room location. This shall follow coding on the drawings with breakers numbered from top to bottom. Mount tabulation inside the door in a frame for the purpose, with a transparent plastic cover. Panelboards shall have "door-in-door" covers.

5.2.21.7. For holding breakers in "ON" position, provide the panel with manufacturer's standard devices for holding breakers on "ON" position. These are to be used, as described, to prohibit switching breakers unless clip is first removed. These devices shall not interfere with normal breaker tripping on overload conditions.

5.2.21.8. Panelboard shall be NEMA 1 enclosed where installed within buildings or where installed in electrical equipment enclosures.

5.2.21.9. Panel shall be manufactured by Square D to insure interchangeability of components. Any substitution will require Engineer's and State Project Manager's approval.

5.2.21.10. All existing branch circuit breakers in the existing panel being removed by the Contractor shall be carefully removed and delivered to the facility maintenance department electricians for their possible

future use. The removed panel enclosure, cover, bussing, and main breaker are to be disposed on by the Contractor in a legal and lawful manner.

5.2.22. Balancing of Loads/Confirming Phase Rotation:

- 5.2.22.1. The Contractor shall balance all loads between phases in all panels, etc., around the neutral. Common neutral wiring is not permitted. Neutral conductors shall be the same size as phase conductors unless specifically noted otherwise.
- 5.2.22.2. All circuits shall be distributed among the phases so as to restrict any line imbalance to less than 10% at any panelboard.
- 5.2.22.3. After completion of the installation, record under full load conditions the current flow in each phase feeder. Upon request, submit four (4) copies to the Owner giving name and location of each panel, etc.
- 5.2.22.4. The Contractor shall check proper phase rotation of the new distribution panel and of each of the existing branch circuits that are rerouted to and connected to the new panel.
- 5.2.22.5. Circuit numbers assigned to home run devices on the drawings are for purposes of indicating individual circuits and are intended to correspond with the circuit numbers in the panels. The panelboard directory shall designate each circuit and its associated load. If the numbers deviate from the drawings, the as-built drawings shall reflect this.

5.2.23. Lighting Fixtures:

- 5.2.23.1. This is not applicable for this project.

5.2.24. Lamps, Ballasts, and Accessories:

- 5.2.24.1. This is not applicable for this project.

5.2.25. Fuses (if any):

- 5.2.25.1. Provide a complete set of fuses for each fusible switch. Time-current characteristic curves of fuses serving motors or connected in series with circuit breakers or other circuit protective devices shall be coordinated for proper operation; submit coordination data for approval. Fuses shall have a voltage rating not less than circuit voltage.
- 5.2.25.2. Cartridge Fuses, Current-limiting Type (Class R): UL 198E, Class RK-1 time-delay type. Associated fuse holders shall be Class R only.
- 5.2.25.3. Cartridge Fuses, Current-limiting Type (Classes J and L): UL 198C, Class J for 0 to 600 amps and Class L for 601 to 6000 amps.

5.2.26. Stand-By Generator:

- 5.2.26.1. There are no modifications to the existing standby generator installation or its automatic transfer switch under this project. It shall NOT be utilized by the Contractor for construction purposes for this project.

5.2.27. Nameplates:

- 5.2.27.1. Provide nameplates for all items of equipment on all switchgear, controllers, selector switches, starters, safety switches, pushbutton stations, feeder switches and relay and equipment enclosures.
- 5.2.27.2. Nameplates shall be black laminated plastic or bakelite, approximately ¾" x 2½" x 1/16", with four edges neatly beveled. Lettering shall be engraved, white, with a height of approximately 3/16" x ¼".

5.2.27.3. Where equipment is located indoors and in a dry environment, provide two holes in nameplate and secure to equipment with non-ferrous screws. Where equipment is located outdoors or in a wet location, the nameplate shall be secured to the equipment by a weather resistant adhesive and no holes shall be made in the equipment enclosure for attachment of the nameplate. If adequate space is not available on item to which nameplate is to be affixed nameplate may be installed adjacent to and as close to the item as possible, and in a position where it is readily visible.

5.2.27.4. Notations on nameplates shall be exactly the same as corresponding notations that appear on the drawings. Submit proposed engraving list for approval before obtaining.

5.2.28. Equipment Supports:

5.2.28.1. Provide all structural supports required for proper attachment of all equipment. Wall mounted equipment may be directly secured to walls with approved anchors.

5.2.28.2. Maintain at least ½" air space between equipment and supporting walls. Groups or arrays of equipment may be mounted on adequately sized stainless-steel channels, angles, or bars. Prefabricated stainless steel channels equal to those manufactured by Unistrut or Kindorf are acceptable. Utilize stainless steel fasteners/hardware with stainless steel channels.

5.2.28.3. Equipment suspended from ceilings shall be supported by adjustable threaded steel rods of adequate strength. No hangers may be secured to furred or suspended ceilings or attached to or carried through duct work.

5.2.29. Underground Pull Boxes:

5.2.29.1. This is not applicable for this project.

5.2.30. Surge Protective Devices:

5.2.30.1. This is not applicable for this project.

5.2.31. Transformers:

5.2.31.1. This is not applicable for this project.

5.2.32. Automatic Transfer Switches:

5.2.32.1. This is not applicable for this project.

5.2.33. Delivery, Storage, and Protection:

5.2.33.1. The Contractor shall be responsible for the work and equipment until finally inspected, tested, and accepted. Carefully store materials and equipment which are not immediately installed after delivery to the site. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

5.2.33.2. Each Contractor shall protect work and material of all trades from damage that might be caused by any work or workers and shall make good a damage thus caused.

5.3. Part 3 - Installation

5.3.1. General:

5.3.1.1. The entire work provided in this specification shall be constructed and finished in every respect in a workmanlike and substantial manner.

- 5.3.1.2. The Contractor shall obtain detailed information from the manufacturer of apparatus as to the proper method of installing and connecting same. The Contractor shall also obtain all information from any Subcontractor and other Contractors that may be necessary to facilitate the work and the completion of the whole project.
- 5.3.1.3. Before installing any of the work, the Contractor shall see that it does not interfere with the clearances required for other facilities.
- 5.3.1.4. Work installed by the Contractor which interferes with or modifies the design as shown on the Contract Drawings shall be changed as directed by the Owner and/or Engineer, and all costs incidental to such changes shall be paid by the Contractor.
- 5.3.1.5. In any and all cases of discrepancy in figures, plans or specifications the matter shall be immediately submitted to the Engineer for decision.
- 5.3.2. Site Visits:
- 5.3.2.1. The Contractor will be required to visit the site as the work progresses and to carefully investigate the finished conditions affecting all details of the work and shall arrange such work required to meet such conditions.
- 5.3.3. Cutting and Patching:
- 5.3.3.1. It is the duty of the Contractor to furnish and install all sleeves required in the performance of this Contract.
- 5.3.4. Aluminum Conduits:
- 5.3.4.1. Aluminum conduits shall not be installed.
- 5.3.5. Interior Conduit Systems:
- 5.3.5.1. The Contractor shall coordinate with Engineer and State Project Manager as to locations, sizes and number of conduit sleeves to be installed through cast concrete.
- 5.3.5.2. Exposed runs of conduit shall have supports not more than 6' -0" apart and shall be installed with runs parallel or perpendicular to walls, structural member, or intersections of vertical planes and ceilings with right angle turns consisting of cast metal fittings or symmetrical bends. Conduit bends and offsets shall be avoided where possible, but where necessary, shall be made with an approved hickey or conduit bending machine. Conduit which has been crushed or deformed in any way shall not be installed. Expansion fittings shall be used to provide for expansion joints. Wooden plugs inserted in masonry or concrete shall not be used to secure conduits or boxes. Conduits shall be supported on approved types of stainless-steel wall brackets, ceiling trapeze, straphangers, or pipe straps, secured by means of toggle bolts in hollow masonry units, expansion bolts in concrete or brick, machine screws on metal surfaces, and wood screws on wood construction. Provide stainless steel hardware for stainless steel support systems. Conduit shall be installed in such a manner as to insure against trouble from the collection of condensation, and all runs of conduit shall be so arranged as to be devoid of traps wherever possible. The Contractor shall exercise the necessary precautions to prevent the lodgment of dirt, trash, or plaster in conduits, fittings, or boxes during the course of installation. A run of conduit which has become clogged shall be entirely freed of the accumulation or shall be replaced.

- 5.3.5.3. Conduits shall be securely fastened to all sheet metal outlets, junction boxes, pull boxes, and panelboards with galvanized locknuts and bushings, care being taken to establish a firm mechanical and electrical contact between the box and the conduit.
- 5.3.5.4. Flexible conduit shall be installed only where necessary to overcome vibration. All flexible conduit shall be of the liquid-tight type similar to "Sealtite", with proper fittings. Provide minimum 2 ft. diameter loop.
- 5.3.5.5. All rigid metallic conduit shall utilize threaded fittings.
- 5.3.5.6. Pull boxes, junction boxes and cabinet boxes shall be constructed of code gauge galvanized sheet steel of not less than the minimum size recommended by the National Electrical Code. Boxes shall be furnished with screw fastened covers. Where pull boxes are used in finished areas, the Owner and Engineer shall be consulted as to the location, type of cover, and finish of box and cover. Locations shall be as inconspicuous as possible.
- 5.3.6. Conductors:
- 5.3.6.1. A complete system of conductors shall be installed in the raceway system, except where otherwise noted. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Compression type connectors properly taped shall be utilized for all splices.
- 5.3.7. Grounding:
- 5.3.7.1. Grounding at the Thayer Building is existing and not modified by this project.
- 5.3.7.2. The conduit system and the neutral conductor of the wiring system are to be grounded. The ground connection between the electrical system neutral and the conduit system exists at the main electrical service and is not modified by this project.
- 5.3.7.3. Ground wires shall be grouped and bonded to panel boxes, not to system neutrals. The ground terminals or receptacles shall be bonded to outlet boxes with #12 AWG bare or green insulated wire, or other suitable means per the National Electric Code.
- 5.3.7.4. Where flexible metallic conduit is used, it shall be listed for grounding service.
- 5.3.7.5. All electrical equipment shall be grounded.
- 5.3.7.6. Conduit and/or raceway shall not be utilized as the bonding conductor except where existing distribution circuit wiring presently is so installed, in which case the modified circuits involved shall continue to utilize the conduit as a ground bond conductor and the Contractor shall include all such work in his proposal.
- 5.3.8. Explosion Proof Requirements:
- 5.3.8.1. If encountered, equipment shall be as required for the environment involved.
- 5.3.9. Pulling Cables:
- 5.3.9.1. Cables shall be installed utilizing pulling equipment designed for the types of wireways or conduits installed. Where lubricating material is required, it shall be a material manufactured for and designated by UL label as suitable for the types of insulation involved on the conductors. Care shall be taken during cable pulling not to cause kinks or sharp bends in the conductors. If insulation on conductors is cut or nicked during pulling, the conductors involved shall be removed and replaced at

no added cost to the owner. During pulling, the maximum strain applied to the conductors shall not exceed 50% of the ultimate strength of the conductors.

5.3.10. Examination and Approval Work:

5.3.10.1. No work shall be covered before examination and approval by the State Project Manager or the Engineer and by all inspectors and authorities having jurisdiction. Replace any imperfect or condemned work with work conforming to requirements and satisfactory to the Contract Administrator, without extra cost to the Owner. If work is covered before due inspection and approval, the Contractor shall pay all costs of uncovering and reinstating work.

5.3.11. Clean Up and Repair:

5.3.11.1. At the completion of the work, the work area shall be left clean. Any damage caused to work of other trades by electrical installation shall be repaired at the expense of the Contractor.

5.3.12. Guarantee:

5.3.12.1. Attention is directed to provisions of the General Conditions regarding guarantees and warranties for work under this Contract.

5.3.12.2. Manufacturer shall provide standard guarantees for work under this Section. However, such guarantees shall be in addition to and not in lieu of all other liabilities, which the manufacturer and Contractor may have by law or by other provisions of the Contract Documents.

5.3.12.3. All materials, items or equipment and workmanship furnished under this Section shall carry the standard warranty against all defects in material and workmanship for a period of not less than one year from the date of final acceptance of the work. Any fault due to defective or improper material, equipment, workmanship, or design which may develop within that period shall be made good, forthwith by and at the expense of the Contractor, including all other damage done to areas, materials and other systems resulting from this failure.

5.3.12.4. This Contractor shall guarantee that all elements of the systems are of sufficient capacity to meet the specified performance requirements as are set forth herein or as indicated.

5.3.12.5. Upon receipt of notice from the State Project Manager of failure of any part of the systems or equipment during the guarantee period, the affected part or parts shall be replaced by the Contractor.

5.3.12.6. The Contractor shall furnish, before the final payment is made, a written guarantee covering the above requirements.

6. CONTRACT TERMS AND EXECUTION:

6.1. Coordination and Project Conditions:

6.1.1. 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.

6.1.2. Maintain proper environmental conditions for installation of all building components and materials.

6.1.3. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

6.2. Permits and Fees:

6.2.1. 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.

6.2.2. 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).

6.2.3. The Contractor shall create a Collaborator Profile through the SFMO permitting software MYGOV, if one is not already created. The Contractor will need to complete the application for each permit required and pay all applicable fees. The Agency on the MYGOV website refers to the State of New Hampshire Division of Fire Safety. The website to create the required profile and file all permit requests is: https://public.mygov.us/divisionoffiresafety_nh

6.2.4. 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. Application for Trade Permits must be submitted through the MYGOV electronic permitting system. For direct questions or further assistance, Contractors may contact Phil Biron at the State Fire Marshall's Office at (603) 223-4289 or DOS.FMO.INSPEC@DOS.NH.GOV.

6.2.5. When applying for a permit Contractor's will need the following:

6.2.5.1. A copy of the Construction Permit Application Form (open on MYGOV)

6.2.5.2. Contractor Information, Licensing Information and permit fee calculations

6.2.5.3. Design professional information available on the drawing set.

6.2.5.3.1. This information is found either on the seal of the architect or engineer of record, or by calling the design professional.

6.2.6. Fees for all re-inspections shall be paid by the Contractor as stated on the application form.

6.2.7. Along with permits, the State Fire Marshall's Office will issue a list of required inspections through the MYGOV Portal. All inspections will be maintained in the MYGOV Portal and be through the Collaborator Profile. Immediately upon receipt of Permits from the Office of the Fire Marshal, Contractor shall transmit copies to the State Project Manager. Additionally, Contractor shall post all paid permits at the applicable work site in a conspicuous location prior to beginning work.

6.2.8. All 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 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.

6.3. State Labor Requirements:

6.3.1. 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 State Project Manager. Sample form can be obtained at <http://das.nh.gov/publicworks/pwdocuments.asp>

- 6.3.2. The Work Certificate of this Contractor is required to be provided for approval of the Contract. All required information shall be completed with attached documentation and shall be returned to the NH DAS Division of Procurement & Support Services.
- 6.3.3. Subcontractors, including main and lower tier, will not be allowed to perform any work until their Work Certificates have been submitted to the State Project Manager via this Contractor. 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 updated log shall be submitted with each Payment Application. This Contractor shall keep a copy of all Work Certificates on the jobsite, either in electronic or hardcopy form.
- 6.3.4. The Contractor shall obey all applicable State and Federal Labor laws.
- 6.3.5. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the State Project Manager 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).
- 6.3.6. 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.
- 6.3.7. 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 State Project Manager a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.
- 6.3.8. 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. 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.
- 6.3.9. The Contractor shall maintain on the jobsite copies of OSHA-10 certificates for all personnel listed on then the Master List and required per RSA 277:5-a to have an OSHA-10 certificate.
- 6.3.10. The Contractor shall post six (6) mandatory labor posters in a conspicuous, weather-tight place at the jobsite:
- 6.3.10.1. Protective Legislation Law

6.3.10.2. Criteria to Establish an Employee or Independent Contractor

6.3.10.3. NH Minimum Wage Law

6.3.10.4. Whistleblowers Protection Act

6.3.10.5. Workers Right to Know

6.3.10.6. Equal Pay Law

6.3.10.7. These posters can be found at the NH Dept. of Labor website [Mandatory Posters | Inspection Division | NH Department of Labor](#)

6.4. Preconstruction Meeting:

6.4.1. The Sate Project Manager will schedule meeting at the Project site prior to Contractor occupancy. Attendance is required for the following, unless otherwise waived:

6.4.1.1. Contract Administrator

6.4.1.2. Clerk of the Works

6.4.1.3. Using Agency Representative(s)

6.4.1.4. Major Subcontractors

6.4.2. 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 State.

6.4.3. The Contractor shall submit and review the following:

6.4.3.1. All required Work Certificate(s) as defined above for the Contractor and all known subcontractors

6.4.3.2. Work Certificate Log

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

6.4.3.4. Daily log-in sheet requirement and format

6.4.3.5. Contractor shall verify that personnel listed on log-in sheet are also on Master List

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

6.4.3.7. The Contractor will verify that all mandatory labor posters are posted in a conspicuous, weather-tight place, and that submission of list of products, schedule of values; and progress schedule.

6.5. Progress Meetings:

6.5.1. Progress meetings shall be scheduled and administered throughout progress of the work at regular intervals. The following are required to attend unless otherwise waived:

6.5.1.1. Contract Administrator

6.5.1.2. Clerk of the Works

6.5.1.3. Using Agency Representative(s)

6.5.1.4. Contractor

6.5.1.5. Major Subcontractors as required

6.6. Contract Requirements:

- 6.6.1. 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.
- 6.6.2. 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.
- 6.6.3. 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.
- 6.6.4. 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.
- 6.6.5. 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.
- 6.6.6. 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 State Project Manager.
- 6.6.7. 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.
- 6.7. Notice:
- 6.7.1. 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 their, or their 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.
- 6.7.2. All parties shall provide their most current 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.
- 6.8. Access to the Work:
- 6.8.1. The Contractor shall provide for access to the work, at all times, for observation and/or inspection by the State, Consultant, Engineer, and government officials having jurisdiction. The Contractor shall provide proper facilities for such access and inspection.
- 6.9. Accident Protection:
- 6.9.1. 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.

6.10. Hazardous Materials:

6.10.1. 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 State Project Manager notified. 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. 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.

6.11. Progress Cleaning and Waste Removal:

6.11.1. Contractor shall maintain areas free of waste materials, debris, and rubbish throughout the project, and ensure the project site is in a clean and orderly condition. Waste materials, debris, and rubbish shall be collected daily and disposed off-site. Permanent convenience receptacles may be utilized during construction.

6.12. Barriers:

6.12.1. 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.

6.13. Security:

6.13.1. Contractor is required to submit criminal record forms for any employee on site. Additionally, Contractor will maintain log of workers and visitors to the site and make available to State on request.

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

6.14. Removal of Utilities, Facilities, and Controls:

6.14.1. The Contractor shall clean, and repair damage caused by installation or use of temporary work. All permanent facilities associated with the contract shall be restored to their specified, existing, and original condition as applicable. The State will provide graphics for required signage at the pre-construction meeting.

6.15. Submittal Procedures:

6.15.1. The Contractor shall provide one hard copy of all approved submittals to the Clerk of the Works. At completion of the project the Contractor shall provide two (2) digital copies on USB drives and one (1) hard copy in the form of a three-ring binder with all information from contract document software.

6.15.2. All submittals shall be transmitted with State accepted form. All transmittal forms shall be sequentially numbered, with revised submittals marked with the original number and sequential alphabetic suffix. Submittals shall contain the following information:

6.15.2.1. Identified Project

- 6.15.2.2. Contractor
- 6.15.2.3. Subcontractor and Supplier (as applicable)
- 6.15.2.4. Pertinent drawing, detail number, and specification section number (as applicable)
- 6.15.2.5. Contractor's stamp, signature, or initials (certifying review, verification, and approval)
- 6.15.3. Incomplete items submitted without the Contractor's stamp, signature, or initials shall be returned rejected.
- 6.15.4. All submittals shall be sent to the following individuals:
- Lee Carroll e.lcarroll@ne.rr.com
 - Lyn Tripp lyn.m.tripp@das.nh.gov
- 6.15.5. All shop drawings are to be returned to the Contractor from the State Project Manager. Direct return of shop drawings from Engineer to Contractor is not permitted.
- 6.15.6. Contractor shall identify variations from contract documents and product or system limitations that may be detrimental to successful performance of completed work. All changes shall be identified since time of previous submission. Contractor shall distribute copies of reviewed submittals as appropriate. Any and all submittals not requested will not be recognized or processed.
- 6.15.7. Work shall not begin until submittal items have been approved and returned to the Contractor by the State Project Manager and Engineer.
- 6.16. Construction Progress Schedules:
- 6.16.1. The Contractor shall submit initial schedules at the Pre-Construction Meeting, and updated schedules at all subsequent construction meetings. The Contractor shall submit revised progress schedule with each application for payment. The Contractor shall distribute copies of reviewed schedule to all subcontractors, suppliers, and other concerned parties. The Contractor shall instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- 6.17. Subcontracts:
- 6.17.1. 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. The Contractor shall be as fully responsible for the acts and omissions of subcontractors and of persons employed by them, as they are for the acts and omissions of persons directly employed by them. The Contractor shall, without additional expense to the State, utilize the services of specialty subcontractors, as required to complete the work.
- 6.17.2. The State will not undertake efforts to settle or resolve any differences between the Contractor and subcontractors or between subcontractors. 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 Contract Administrator may exercise over the Contractor under any provisions of the Contract Documents.
- 6.18. Responsibility of Contractor to Act in Emergency:

6.18.1. 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. They shall notify the State Project Manager thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the State Project Manager and the amount of compensation shall be determined by agreement.

6.18.2. In the event the State learns of an emergency that threatens loss or injury of property, and/or safety of life, the State shall notify the Contractor using the contact information provided in the Contract. The State may, but shall have no duty to take reasonable steps to mitigate the damage or loss to the Contractor. In either event, the State shall have no duty to undertake any specific acts and shall have no liability for actions or inactions taken absent gross negligence.

6.19. Mutual Responsibility of Contractors:

6.19.1. If the Contractor or any of their 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 they will so settle. If such separate Contractor or subcontractor sues the State because of any loss so sustained, the Contract Administrator shall notify the Contractor and/or their subcontractors, who shall indemnify and hold harmless the State against any expenses or judgment arising therefrom.

6.20. Safety:

6.20.1. 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.

6.21. Supervision:

6.21.1. All work shall be done under the observation and inspection of the State Project Manager, Engineer, Using Agency and/or the Clerk of the Works. The State Project Manager 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. The State Project Manager shall suspend work that may be subject to damage by climatic conditions.

6.21.2. Prior to final acceptance, the State Project Manager may 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 their subcontractors, they 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.

7. PROJECT COMPLETION REQUIREMENTS:

7.1. Closeout Procedures:

7.1.1. 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 State Project Manager review. The Substantial Completion Application for

use by the Contractor can be requested from the State Project Manager. The State Project Manager may modify this Agreement to accommodate any changes in Work.

7.1.2. Provide submittals to the State Project Manager as required by the Contract Documents and as required by authorities having jurisdiction.

7.1.3. 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.

7.1.4. State will occupy all portions of building during construction as specified herein.

7.2. Final Cleaning:

7.2.1. Execute final cleaning prior to final project assessment. Final cleaning includes, but is not limited to, sweeping all working areas; removing temporary labels, stains, and foreign substances; removing waste, surplus materials, and rubbish from working areas. Use of proper cleaning agents is authorized.

7.3. Protecting Installed Construction:

7.3.1. Protect all installed work and provide special protection where specified in individual required sections. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

7.4. Project Record Documents:

7.4.1. Maintain on site one set of the following record documents:

7.4.1.1. Drawings and specifications

7.4.1.2. Revisions to the work

7.4.1.3. Shop drawings

7.4.1.4. Manufacturer's instructions for assembly, installation, and adjusting.

7.4.2. All drawings, specifications, revisions, and shop drawings to be the most current and approved documents. Ensure entries are complete and accurate, enabling future reference by State. Contractor shall submit all required documents to the State Project Manager at time of Substantial Completion.

7.5. Operation and Maintenance Data:

7.5.1. Submit data bound in 8-1/2 x 11-inch (A4) text pages, three D side ring binders with durable plastic covers. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

7.5.2. For all Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages. Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:

7.5.2.1. Part 1: Directory, listing names, addresses, and telephone numbers of, Engineer, Contractor, subcontractors, and major equipment suppliers.

7.5.2.2. Part 2: Operation and maintenance instructions, subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers.

Additionally, identify the any significant design criteria, parts list for each component, maintenance instructions for equipment and systems.

7.5.2.3. Part 3: Project documents and certificates, to include Shop Drawings, product data, material certificates (as applicable), and originals of warranties and bonds (as applicable).

7.6. Manual for Materials and Finishes:

7.6.1.1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The State Project Manager will review draft and return one copy with comments. Manual to include, but not limited to:

7.6.1.1.1. Applicable product information (to include manufacturer part number and cut sheets as applicable)

7.6.1.1.2. Instructions for care and maintenance

7.6.1.1.3. GHS information (as applicable)

7.6.1.1.4. Reorder information in the case of custom materials (as applicable)

7.6.1.1.5. Additional information (as specified in other contract sections)

7.7. Spare Parts and Maintenance Products:

7.7.1. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

7.7.2. Deliver to Project site and place in location as directed by State; obtain receipt prior to final payment.

7.8. Product Warranties and Product Bonds:

7.8.1. 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. Verify that all documents are in proper form and contain full information. Submit all documents prior to Final Payment application.

7.9. Guarantee of Work:

7.9.1. 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. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State Project Manager, 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 Contract Administrator, and at his own expense:

7.9.1.1. Replace in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.

7.9.1.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State Project Manager, 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.

7.9.1.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

7.9.2. 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 State Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

- 7.9.3. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the State may have the defects corrected and the Contractor and his/her Surety shall be liable for all expense incurred.
- 7.9.4. 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.

8. ADDITIONAL REQUIREMENTS:

- 8.1. Any deviation in work hours shall be pre-approved by the State Project Manager. 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.
- 8.2. The Contractor 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 electrical equipment must be in operating condition at the end of every shift.
- 8.3. 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 State.
- 8.4. 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.
- 8.5. 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 it 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.
- 8.6. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
- 8.7. The Contractor 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, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.
- 8.8. If at any time during the performance of the work required by the Contract, the Contractor finds, or has reason to suspect, the presence of mold, asbestos, lead paint, or other hazardous materials, in the work area, the Contractor 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 shall withdraw all personnel from the potentially contaminated area. The Contractor shall fully cooperate with the State and perform any remedial work as directed.

- 8.9. The Contractor 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.
- 8.10. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract.
- 8.11. The Contractor shall supervise and direct the work, using their best skills and attention, The Contractor 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 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 shall supply the State with all warranty information whether it be expressed or implied.
- 8.12. The Contractor 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 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, 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 Contract.
- 8.13. The Contractor 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.
- 8.14. 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.
- 8.15. All personnel shall observe all regulations or special restrictions in effect at the State agency location at which services are to be provided.
- 8.16. 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.
- 8.17. 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.

9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 9.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2870-24, as described herein, and under the terms of this Contract.

- 9.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 9.3. 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.
- 9.4. 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\(msahgfdnkpxvwnzwx4zt5x\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(msahgfdnkpxvwnzwx4zt5x))/welcome.aspx)
- 9.5. 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 the building, materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 9.6. Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions:
- 9.6.1. 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.
- 9.7. Confidentiality & Criminal Record:
- 9.7.1. 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.

EXHIBIT C METHOD OF PAYMENT

10. CONTRACT PRICE:

- 10.1. The Contractor hereby agrees to provide Electrical Panel Removal and Installation 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 \$78,995.00; 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.
- 10.2. The Contractor shall provide the requested Electrical Panel Removal and Installation Services under a fixed-fee, percentage-based payment arrangement as defined herein.

11. CONTRACT BOND

- 11.1. The Contractor, at the time of the execution of this Contract shall 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 – Circular 570 (treasury.gov).
- 11.2. Release of Claims and Final Payment:
 - 11.2.1. 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.
 - 11.2.2. Application for Final Payment received from the Contractor will be processed for payment 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.
- 11.3. Acceptance of Final Payment Constitutes Release:
 - 11.3.1. 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.

12. INVOICE:

- 12.1. Invoices shall be submitted on a monthly basis to the State Project Manager based on the percentage of work completed. The Contractor shall submit invoices on AIA forms subject to review and approval by the State Project Manager. The percentage of work completed shall be determined by the State Project Manager.

12.2. The invoice shall be sent to the following address:

Lyn Tripp, Superintendent
State of New Hampshire
Department of Administrative Services
Bureau of Facilities and Asset Management
97 Pleasant Street
Concord, NH 03301

13. PAYMENT:

- 13.1. Payments shall be made on a monthly basis based on the percentage of work completed. Payments shall be made within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.
- 13.2. 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>.
- 13.3. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

EXHIBIT D RFB 2870-24

RFB #2870-24 is incorporated here within.

EXHIBIT E CONTRACTOR'S BID

Contractor's bid is incorporated here within.

EXHIBIT F THAYER BUILDING ELECTRICAL DRAWINGS

Thayer Building electrical drawings incorporated herein.

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 CDS UNLIMITED LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 03, 2020. 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: 839674

Certificate Number: 0006582365



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of February A.D. 2024.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Jordan Widger, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of CDS Unlimited LLC a limited liability partnership
(Name of Partnership or LLC)
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 02-22-2024

ATTEST: Jordan Widger, Owner
(Name & Title)

Jordan Widger

Digitally signed by Jordan Widger
Date: 2024.02.22 10:15:34 -05'00'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2024

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 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 | | CONTACT NAME: Courtney Corbett | |
| Kessler Insurance Agency | | PHONE (A/C. No, Ext): 603-273-0953 | FAX (A/C. No): 978-259-2652 |
| 114 Main St | | E-MAIL ADDRESS: Info@KESLARINSURANCE.COM | |
| Newmarket 03857 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: SAFETY IND INS CO | NAIC # 33618 |
| INSURED | | INSURER B: | |
| CDS Unlimited LLC | | INSURER C: | |
| 279 Bible Hill Rd | | INSURER D: | |
| Bennington 03442-4340 | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | 6268854 | 6/4/2023 | 6/4/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Physical Damage | | 6268854 | 6/4/2023 | 6/4/2024 | Deductibles - Comp: \$250, Coll: \$500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Department of Administrative Services
 Bureau of Purchase and Property
 25 Capital Street, Room 102
 Concord, NH 03301

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

Courtney Corbett

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 02-12-2024

Company Name: CDS Unlimited LC

Address: 279 Bible Hill Road

Bennington, NH 03442

To: Point of Contact: C. Ryan Fuller
Telephone: (603)-271-2201
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: ELECTRICAL PANEL REMOVAL AND INSTALLATION

Bid Number: 2870-24

Bid Posted Date (on or by): 1/22/2024

Bid Closing Date and Time: 2/12/2024 10:00 AM (EST)

Dear C. Ryan Fuller,

[Insert name of signor] Jordan Widger, on behalf of CDS Unlimited 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 # 2870-24 for Electrical Panel Removal and Installation 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.

Authorized Signor's Signature Jordan Widger Digitally signed by Jordan Widger
Date: 2024.02.12 09:42:09 -0500 Authorized Signor's Title Owner

Form P37-A

Contractor Initials JW
Date 02-12-24

REQUEST FOR BID FOR 2870-24 ELECTRICAL PANEL REMOVAL AND INSTALLATION SERVICES FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:

The purpose of this bid invitation is to establish a contract for Electrical Panel Removal and Installation services to the State of New Hampshire 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.

INSTRUCTIONS TO VENDOR:

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.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". 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.

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.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the 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.

Questions shall be submitted by email to C. Ryan Fuller at Christopher.R.Fuller@DAS.NH.Gov.

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

BID DUE DATE:

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.

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.

ADDENDA:

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:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

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.

| | |
|------------|---|
| 1/22/2024 | Bid Solicitation distributed on or by |
| 2/9/2024 | Last day for questions, clarifications, and/or requested changes to bid |
| 2/12/2024 | 10:00 AM(EST) Bid Closing |
| 4/1/2024 | Anticipated Implementation of Contract |
| 10/31/2024 | Project Completion Date |

TERMS OF SUBMISSION:

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

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

A signed response further signifies that from the time the 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.

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.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract. 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.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

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.

CONTRACT TERM:

The term of the contract shall commence April 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date"), and shall conclude on or before October 31, 2024, a period of approximately six (6) months.

CONTRACT AWARD:

The award shall be made to the 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 award shall be in the form of a State of New Hampshire Contract.

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.

NOTIFICATION AND AWARD OF CONTRACT:

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.

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

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.

LIABILITY:

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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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.

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:

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.

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.

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.

By submitting a proposal, Bidders acknowledge and agree that:

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

VENDOR CERTIFICATIONS:

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of 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.

BID ITEMS:

Bid items are the removal of the current and installation of a new electrical panel located at the Thayer Building, 97 Pleasant Street, Concord, NH. Include in the bid a lump sum total for all labor and materials, including start-up and required training at the State of New Hampshire Thayer Building as defined in the attached drawings, specifications, and any follow-on addenda.

The Contract has an Allowance for use upon the State's instruction. The Allowance amount stipulated shall be \$5,000.00. The 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 work executed.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's

receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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

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

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records related to this project 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.

PAYMENT:

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>.

INVOICING:

Invoices shall be submitted on a monthly basis to the State Project Manager based on the percentage of work completed. The Vendor shall submit invoices on AIA forms subject to review and approval by the State Project Manager. The percentage of work completed shall be determined by the State Project Manager.

TERMS OF PAYMENT:

Payments shall be made on a monthly basis based on the percentage of work completed. Payments shall be made within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

CONTRACT BOND:

The successful Vendor at the time of the execution of the contracts 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 - Circular 570 \(treasury.gov\)](https://www.treasury.gov).

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.

Application for Final Payment received from the Contractor will be processed for payment 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.

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

VENDOR RESPONSIBILITY:

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

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

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

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

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

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.

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>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of Appendix A (Agreement State of New Hampshire Form #P-37):

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature

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

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.
- 100% Payment and Performance Bond in the amount of the Contract and for the term of the Contract.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended service and everything necessary to accomplish the service. 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.

To schedule a visit to the site, Vendors may contact Michael Connor at 603-271-6899 or michael.p.connor@das.nh.gov to make necessary arrangements.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. It is the Vendor's responsibility to review and understand the requirements in the following attachments:

Attachment 1: Project Scope and Specifications

Attachment 2: Contract Terms and Project Execution

Attachment 3: Project Completion Requirements

Attachment 4: Thayer Building Drawings

This work shall include all costs involved in providing new and/or modifying existing electrical distribution as indicated and shown in detail on the specifications and plans attached hereto as Attachments 3 and 4, Product Specifications and Thayer Building Electrical Specifications and Drawings, respectively.

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed outside of normal business hours for State business days, unless other arrangements are made in advance with the State. This may include weekends and holidays. Standard business hours for the State are defined as 7:30AM through 4:00PM, Monday through Friday. 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.

The following are a list of Observed Holidays recognized by the State:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

The Vendor shall conduct their work so as to not interfere with State business. They shall at their own expense, where necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property. All electrical distribution equipment must be in safe operating condition at the end of every shift.

The Vendor shall not commence work until a conference is held with the agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the State.

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.

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 deem's 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.

The Vendor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Vendor shall provide the necessary equipment and comply with all City, State, and Federal safety regulations.

The Vendor shall be aware of all 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.

The Vendor shall give all notices and comply with all applicable laws, ordinance, 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.

The Vendor shall supervise and direct the work, using their best skills and attention, The Vendor 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 Vendor 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 Vendor shall supply the State with all warranty information whether it be expressed or implied.

The Vendor 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 Vendor 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, 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.

The Vendor 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 Vendor's property or to the property of their employees, agents or approved sub-contractors.

The Vendor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other personnel performing any of the work under the contract.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

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.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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.

WARRANTY REQUIREMENTS:

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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

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

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

| RFB 2870-24: ELECTRICAL PANEL REMOVAL AND INSTALLATION | |
|---|--------------------|
| VENDOR BASE BID | \$73,995.00 |
| PROJECT ALLOWANCE | \$5,000.00 |
| TOTAL PROJECT BID AMOUNT | \$78,995.00 |

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APPENDIX A

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: _____ | | | |

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.

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.

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: January 31, 2024

ADDENDUM # 1 TO BID INVITATION 2870-24

DATE OF BID CLOSING: 02/12/2024

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Electrical Panel Removal and Installation

Question 1: The documents indicate there is a bid allowance of \$5,000 to cover unforeseen costs. Is this value to be included in our bid price or will it be added to the contract as a possible additional cost?

Answer 1: The allowance will be added to the base bid and included in the contract for any latent or unforeseen items.

Question 2: The contract lists payments as ACH or procurement card, credit card. Which method of payment will be used on this project?

Answer 2: ACH will be used as the method of payment for this project.

NOTE: Contractor needs to enroll with the State Treasury Office to receive ACH payments.

Question 3: The drawings [E1] indicate we are to remove existing conductors from two 4-inch conduits and replace them with new conductors. Can you tell us what size conductors are existing, the number of conductors that are existing and the type of insulation on the conductors?

Answer 3: The conductors are 750 mcm. There are 8 conductors, 4 per pipe. The wiring insulation is THW.

Question 4: The drawings [E1] indicate in note one we are to reconnect existing cables to a new panelboard. Can you tell us the size of the existing pipe, the size of the existing cables and the quantity of cables to be reconnected? Also, is it anticipated that the insulation on these existing cables is in adequate condition to withstand the reworking required to reconnect it to the new panel?

Answer 4: The pipe is 2-1/2", the conductors are 4/0, the number of existing conductors is 4 and the wire insulation is THHN/THWN.

Question 5: The specifications indicate the allowance maybe for hazardous materials handling. Is the owner aware of any hazardous materials in the area? If yes, what types of materials might be encountered by our people?

Answer 5: The Contractor is not responsible to remove any hazardous materials. Any hazardous materials will be removed by the State with their abatement contractor. The allowance will be utilized for any latent or unforeseen conditions that we may encounter during the project.

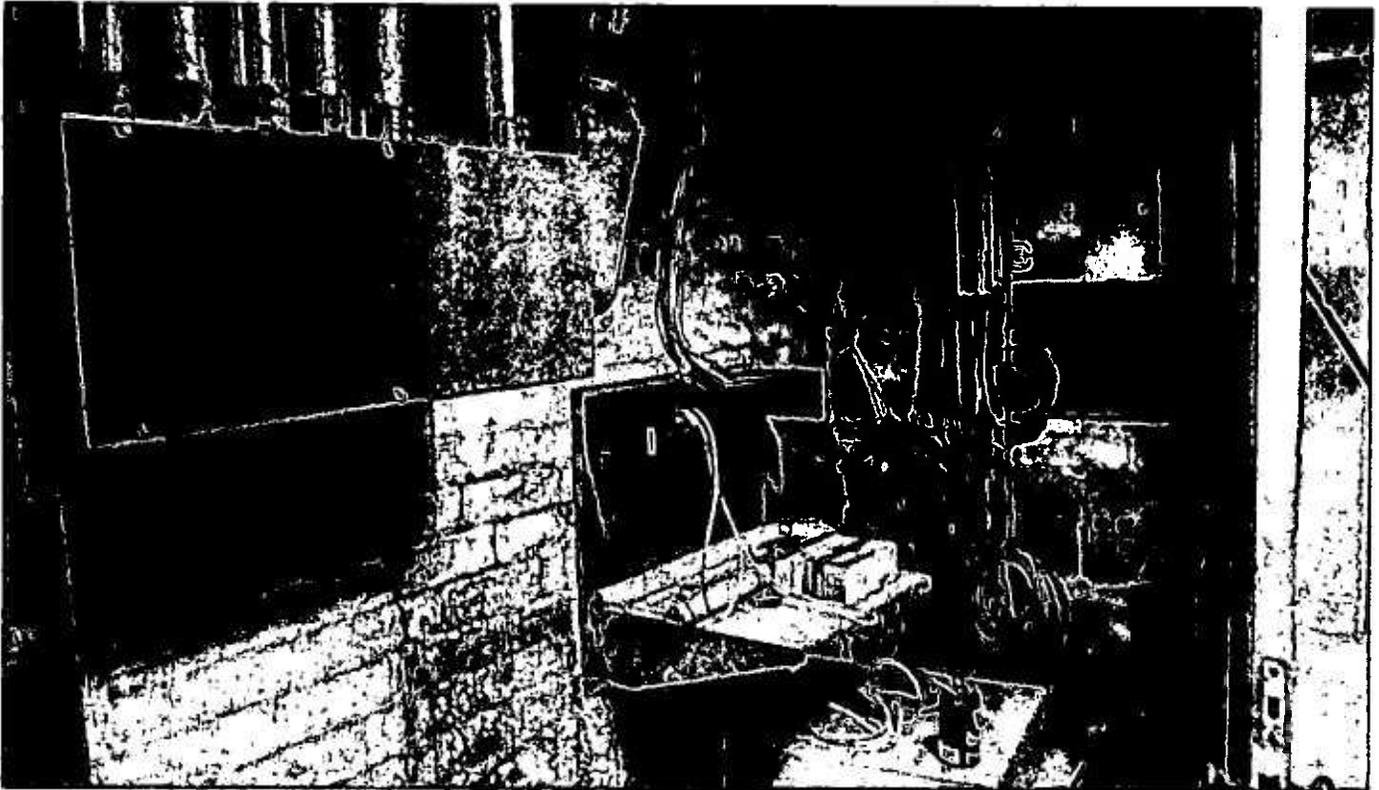
Question 6: Are any photos available of the existing installation showing conduit connected to the existing panel board? Can those photos be shared?

Vendor Initials: JW
Date: 02-12-24

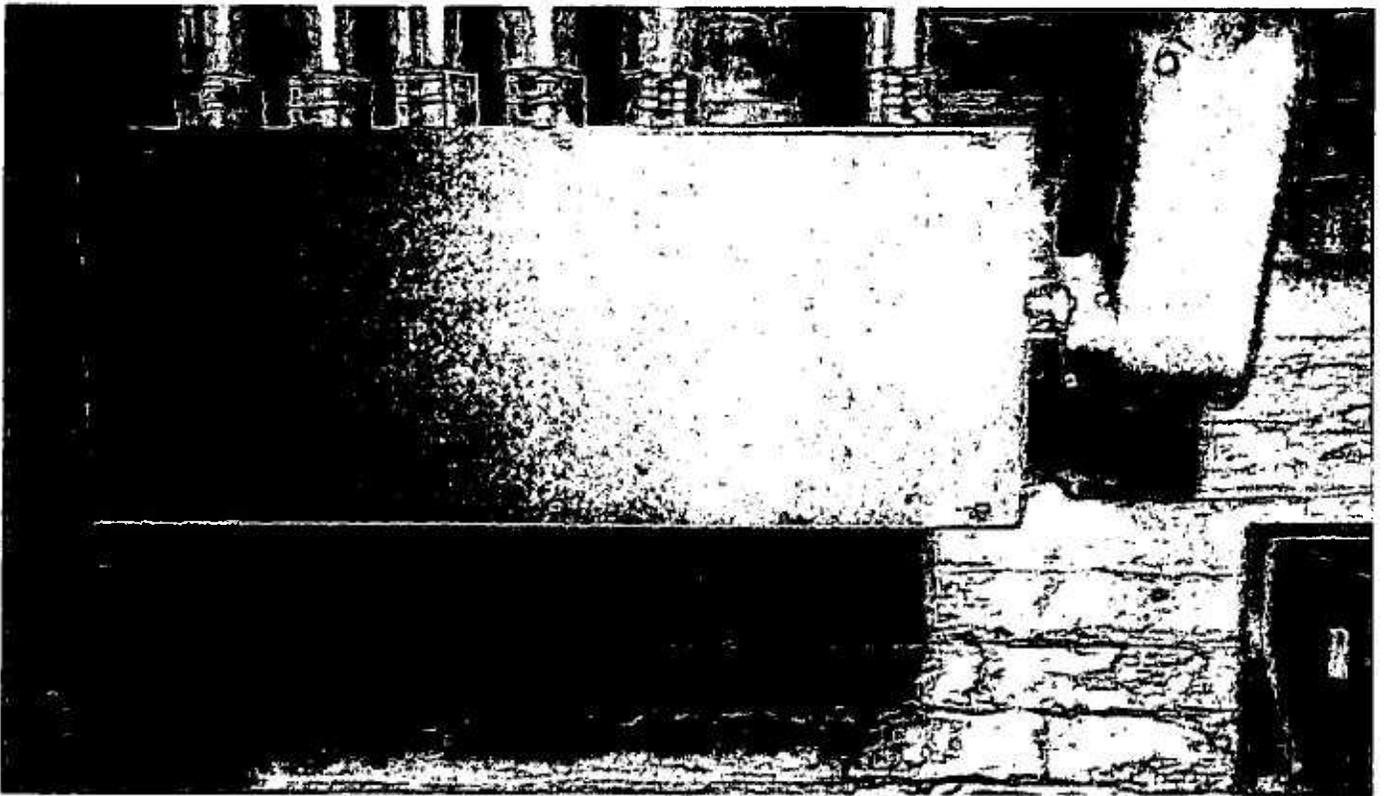
Answer 6: Please see photos below:



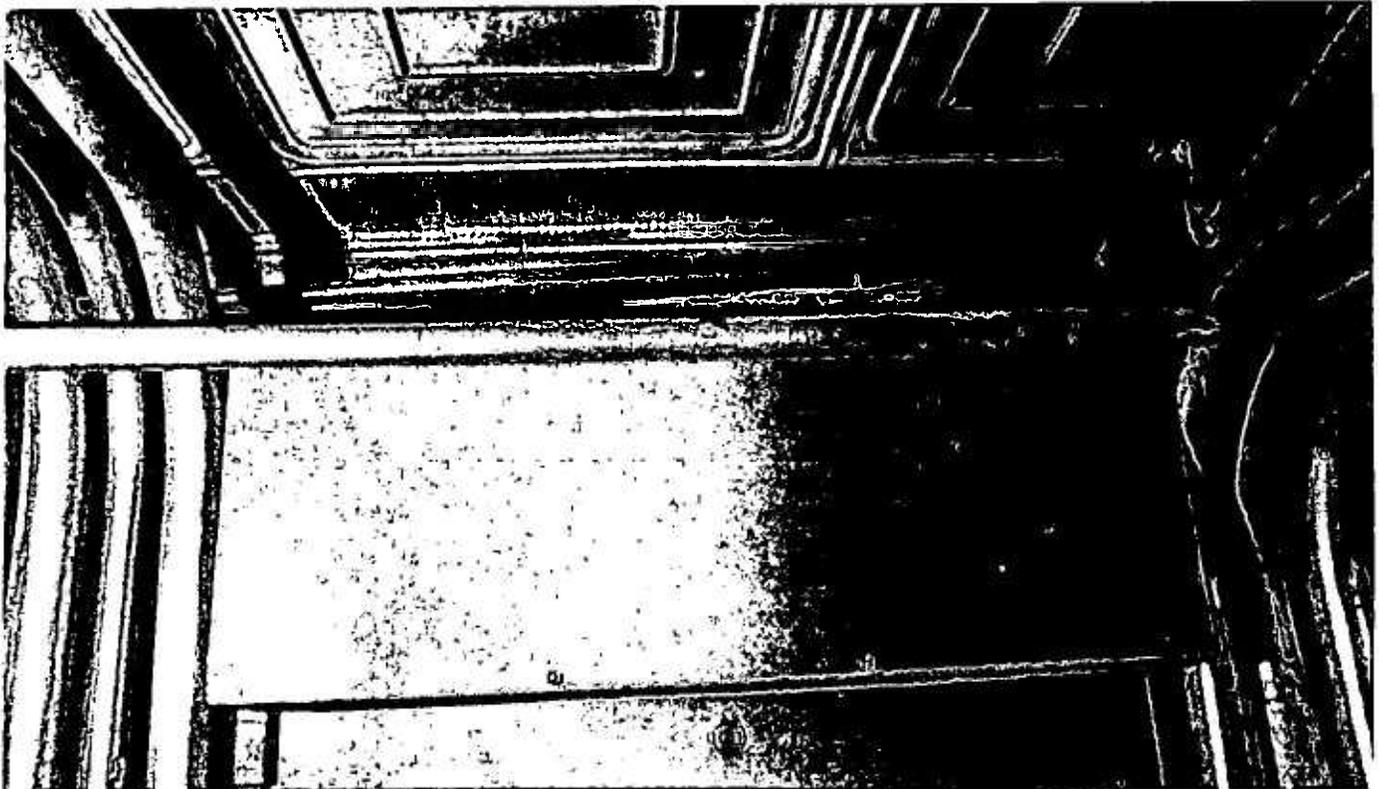
Thayer Building Electrical Room I



Thayer Building Electrical Room 2



Thayer Building Electrical Room 3



Thayer Building Electrical Room 4

NOTE: Contractors interested in bidding for this project are encouraged to arrange a site visitation to see the facility first-hand. To arrange a visit please see RFB 2870-24, section SITE VISITATION on page 6 for details.

PURCHASING AGENT: C. Ryan Fuller
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.

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

October 12, 2023

Michael Connor, Administrator
Department of Administrative Services
25 Capitol Street, Room 417
Concord, NH 03301

Request for Major Project Exclusion
Thayer Building, 97 Pleasant Street
Replace Main Electrical Panel

Dear Commissioner Arlinghaus:

In accordance with RSA 21-I:80, I(b), the Department of Administrative Services, Division of Plant and Property Management, (DAS) requests to proceed with the project herein described, without participation of the Division of Public Works (DPW) with the competitive bidding process including, issuing a contract. We are requesting engineering support for design, specifications, plans, submittal review and construction administration, as specified in RSA 21-I:12, III(b)&(c). In support of this request, we offer the following information for your consideration:

During a prior capital budget project to install a new emergency generator at the Thayer building, the main breaker on the main electrical panel failed to open when electricians tried to open it to shut off power to the building. The breaker is old and no longer available. Attempts to replace the breaker with a newer version were not successful due to different busbar configuration issues. As a result DAS requested the assistance of DPW to enter into a contract with an electrical engineer to put together plans and specifications and put the project out to bid to furnish and install a new main electrical panel and breakers.

The estimate from our engineer to install the new electrical panelboard is \$74,900. When DPW reviewed the estimated contract amount, they recommended that DAS request a waiver and put the project out to bid through the Bureau of Purchase and Property instead of DPW.

The building is occupied by the Department of Health and Human Services and a Day Care Center. The electrical work will be completed when the building is unoccupied to minimize any disruption to building occupants.

The electrical work does not include the elevator or boiler and will not require any review by the Department of Labor.

The plans and specifications were developed by a licensed electrical engineer under the supervision of DPW.

Given the lack of response from contractors to bid on DPW projects in estimated cost range through the conventional process, we are requesting authority to work with the Bureau of

Purchasing to solicit bids and hopefully enter into a contract with a qualified contractor to complete the work.

Due to the lack of interest from contractors for this size of project, we feel that it is in the best interest of the State to proceed with the main panel board replacement project at the Thayer building, without participation from the Division of Public Works in the competitive bidding and contract award as specified in RSA 21-I:12, III(b)&(c). We humbly request approval of this Request for Major Project Exclusion.

SUBMITTED BY [Agency Head or Designee]: Karen Rantamaki
**The above signature indicates confirmation of review and understanding of RSA 21-I and MOP Chapter 1625

Name of Agency Head or Designee: Karen Rantamaki, Director

REVIEWED BY: R
Theodor Kupper, Director
DAS Division of Public Works

DATE REVIEWED: 10-31-2023

APPROVED BY: C. Arlinghaus
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

DATE APPROVED: 11-6-23

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

CDS Unlimited LLC
279 Bible Hill Road
Bennington, NH 03442

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
233 Needham Street, Suite 440
Newton, MA 02464

OWNER:

(Name, legal status and address)

State of New Hampshire
Department of Administrative Services, Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

CONSTRUCTION CONTRACT

Date: 2024

Amount: Seventy Eight Thousand Nine Hundred Ninety Five and No/100 Dollars (\$78,995.00)

Description:

(Name and location)

Bid #2870-24 Electrical Panel Removal and Installation Services

BOND

Date: 2024

(Not earlier than Construction Contract Date)

Amount: Seventy Eight Thousand Nine Hundred Ninety Five and No/100 Dollars (\$78,995.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

CDS Unlimited LLC

Signature: Jordan Widger Digital signed by Jordan Widger
Date: 2024.01.04 09:08:16 -0500

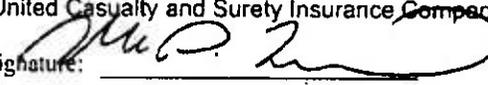
Name
and Title: Jordan Widger, Owner

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

United Casualty and Surety Insurance Company

Signature: 

Name: Mark D. Leskani, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

Surety Bond Professionals, Inc.
205 Union Street, 2nd Floor
Natick, MA 01760

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

CDS Unlimited LLC
279 Bible Hill Road
Bennington, NH 03442

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
233 Needham Street, Suite 440
Newton, MA 02464

OWNER:

(Name, legal status and address)

State of New Hampshire
Department of Administrative Services, Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 2024

Amount: Seventy Eight Thousand Nine Hundred Ninety Five and No/100 Dollars (\$78,995.00)

Description:

(Name and location)

Bid #2870-24 Electrical Panel Removal and Installation Services

BOND

Date: 2024

(Not earlier than Construction Contract Date)

Amount: Seventy Eight Thousand Nine Hundred Ninety Five and No/100 Dollars (\$78,995.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

CDS Unlimited LLC

Signature: Jordan Widger Certified signed by Jordan Widger Date 2024-02-01 09:09:51 -05:00

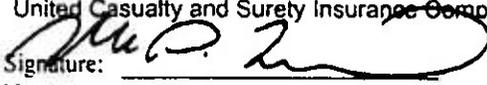
Name and Title: Jordan Widger, Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

United Casualty and Surety Insurance Company

Signature: 

Name and Title: Mark D. Leskani, Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Surety Bond Professionals, Inc.
205 Union Street, 2nd Floor
Natick, MA 01760

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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint: **Mark D. Leskanic, Matthew Leskanic, Greg Angel, Colin Warner, Lauren Leskanic**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Five Million & 00/100 Dollars (\$5,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 21st day of June, 2023



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch
 Michael T. Porsch, Treasurer

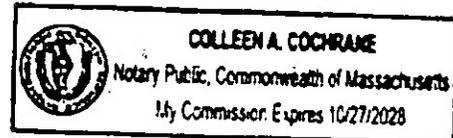
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 21st day of June, 2023 before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 20th day of June, 2024

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President