

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

129 *etc*



Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

October 16, 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 new contract with Glover Plumbing & Heating (VC#169898), Barrington, NH, in an amount up to and not to exceed \$85,500.00 for boiler heating system repair services at the New Hampshire Correctional Facility for Women effective upon Governor and Executive Council approval through June 30, 2025. **Funding is 100% Capital Funds.**

Further authorize the amount of \$6,890.00 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering and project management services provided. **Funding is 100% Department of Corrections.**

Funds are available in the following accounts for Fiscal Year 2025:

	<u>FY 2025</u>
030-014-1400-92910000 – Statewide Emergency Funds	
034-500162 Repair/Renovation Buildings	\$72,500.00
030-014-1400-92910000 – Statewide Emergency Funds	
034-500162 Repair/Renovation Buildings	<u>\$13,000.00</u>
Price Limitation Total	\$85,500.00
030-014-1400-92910000 – Statewide Emergency Funds	
034-500162 Repair/Renovation Buildings – DPW Fees	<u>\$6,890.00</u>
Project Total	\$92,390.00

## EXPLANATION

At the request of the Department of Corrections (DOC) and the Department of Public Works (DPW), the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2935-25 on July 9, 2024, for Boiler

Heating Systems Repair Services at the New Hampshire Correctional Facility for Women, with responses due on July 31, 2024. This bid reached eighty-nine (89) vendors through the NIGP registry with an additional seven (7) directly sourced. Glover Plumbing & Heating Service LLC provided the low-cost, compliant bid response.

Upon approval this contract shall facilitate the required repairs of critical heating infrastructure at the New Hampshire Correctional Facility for Women in Concord, NH. The full scope of this project represents a requested price limitation up to and not to exceed \$85,500.00 to perform boiler heating system repair services as defined by the scope of work under the oversight of the DPW. The price limitation includes a vendor allowance amount of \$13,000.00 for any unforeseen issues. Vendor has submitted all required and certified payment and performance bond paperwork. The payment and performance bond is certified at \$85,500.00 or 100% of the project cost. The total cost, including DPW fees, is \$92,390 against a project estimate of \$100,000.00. This represents a modest cost savings to the State of \$7,610.00 or 7.61%.

Contract financials	
Vendor project bid amount	\$72,500.00
Vendor project allowance	\$13,000.00
Requested project price limitation	\$85,500.00
Grand total (vendor bid and project allowance)	\$85,500.00
DPW fees	\$6,890.00
Project estimate	\$100,000.00
Cost savings	\$7,610.00

Based on the foregoing, I am respectfully recommending approval of the contract with Glover Plumbing & Heating Service LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	NHCFW Boiler Heating System Repair Services	Agency	Department of Corrections
RFB#	2935-25	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	7/31/2024 at 10:00 AM

Indicates Award:

Product Description	Glover Plumbing & Heating Service LLC
	Cost
Vendor Base Bid	\$72,500.00
Project Allowance	\$13,000.00
<b>Total Cost:</b>	<b>\$85,500.00</b>

Recommendation Summary	
Price Limitation	\$85,500.00
Number of Solicitations Received	1
Number of Sourced bidders	7
Number of NIGP Vendors Sourced	89
Number of non-responsive bidders	95
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes

Special Notes: Department of Corrections (DOC) and Department of Public Works (DPW) requested Department of Administrative Services (DAS), through Bureau of Purchase and Property (BoPP) to issue request for bid (RFB) 2935-25 for Boiler Heating System Repair Services at the New Hampshire Correctional Facility for Women. Eighty-nine (89) vendors were sourced through NIGP; seven (7) vendors were sourced directly. Glover Plumbing & Heating provided the only compliant bid response at \$85,500, including project allowance. Recommend contracting with Glover Plumbing & Heating Service LLC to complete the required project work.

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 Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Glover Plumbing & Heating Service LLC		1.4 Contractor Address 2035 Franklin Pierce Highway Barrington, NH 03825	
1.5 Contractor Phone Number 603-664-9733	1.6 Account Unit and Class 030-014-1400- 92910000-034-500162	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$85,500.00
1.9 Contracting Officer for State Agency Ryan Fuller		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  <i>David Glover</i> Date: 8/21/24		1.12 Name and Title of Contractor Signatory David Glover, Owner	
1.13 State Agency Signature  <i>Charles M. Arlinghaus</i> Date: 9/16/24		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: September 19, 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.

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

1.1. Glover Plumbing & Heating Service 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 Boiler Heating System Repair Services at the New Hampshire Correctional Facility for Women in accordance with the bid submission in response to State Request for Bid #2935-25 and as described herein.

### 2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2935-25
- EXHIBIT E Contractor's Bid Response

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 2935-25," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on October 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2025, a period of approximately nine (9) months.

### 4. SCOPE OF WORK:

#### 4.1. General

- 4.1.1. Contractor shall perform boiler heating system repair services, including installation of chemical treatment system, water softening system, backflow preventor, at the New Hampshire Correctional Facility for Women.
- 4.1.2. Includes Conditions of the Contract.
- 4.1.3. 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.
- 4.1.4. 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.
- 4.1.5. Where construction and trades codes appear in this specification, it shall be interpreted to mean the latest edition.

#### 4.2. Summary

- 4.2.1. The work covered by this Section consists of furnishing all labor, materials, equipment, supplies, devices, plumbing, gauges/meters, etc., the installation of the materials and equipment and the performance of all operations necessary to perform boiler heating system repair services at the New Hampshire Correctional Facility for Women located at 42 Perimeter Road, Concord, NH, as indicated on the Contract Drawings and/or as described within the Contract Specifications.
- 4.2.2. This work shall include all costs involved in providing new and/or modifying existing boiler heating systems 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:
- 4.2.3. Provide all plumbing and materials to conduct boiler heating system repair services.
- 4.2.4. Any and all work required to leave the facility as a fully operable project per the Contract.
- 4.2.5. Obtain and pay for all required permits, inspections, etc.
- 4.2.6. Provide any testing and commissioning for the project.

#### 4.3. Appendices

- 4.3.1. Specific project requirements are incorporated into Appendices A, B, C, and D as part of Exhibit B.
  - 4.3.1.1. Appendix A incorporates the following project requirements into this document:
    - 4.3.1.1.1. Quality Requirements
    - 4.3.1.1.2. Temporary Facilities and Controls
    - 4.3.1.1.3. Construction Waste Management and Disposal
    - 4.3.1.1.4. Project Execution Requirements
    - 4.3.1.1.5. Project Substantial Completion Application
  - 4.3.1.2. Appendix B incorporates the following project requirements into this document:
    - 4.3.1.2.1. Product Requirements
    - 4.3.1.2.2. Material Specifications:
      - 4.3.1.2.2.1. Meters and Gauges for HVAC Piping
      - 4.3.1.2.2.2. General Duty Valves for HVAC Piping
      - 4.3.1.2.2.3. Hangars and Supports for HVAC Piping and Equipment
      - 4.3.1.2.2.4. Identification for HVAC Piping and Equipment
      - 4.3.1.2.2.5. Testing, Adjusting, and Balancing for HVAC
      - 4.3.1.2.2.6. HVAC Piping and Insulation
      - 4.3.1.2.2.7. Direct Digital Control Systems for HVAC
      - 4.3.1.2.2.8. Hydronic Piping
      - 4.3.1.2.2.9. Hydronic Specialties
      - 4.3.1.2.2.10. HVAC Water Treatment
      - 4.3.1.2.2.11. Low Voltage Electrical Power Conductors and Cables
  - 4.3.1.3. Appendix C incorporates the following project requirements into this document:
    - 4.3.1.3.1. General Conditions
    - 4.3.1.3.2. Price and Payment Procedures
    - 4.3.1.3.3. Administrative Requirements
    - 4.3.1.3.4. Submittal Procedures
  - 4.3.1.4. Appendix D incorporates all project drawings into this document.
- 4.3.2. The Contractor shall abide by all project requirements set forth in all Appendices.
- 4.3.3. All subcontractors shall abide by all project requirements set forth in all Appendices.
- 4.4. Background Checks and Prison Rape Elimination Act (PREA) Training Requirements
  - 4.4.1. The Department of Corrections will complete required background checks for all personnel, including subcontractors, that will be working on the site premises prior to beginning the project. Appendix C includes blank background check forms.
  - 4.4.2. Instructions for completing background checks and additional copies for the State of New Hampshire are located at Criminal History Record Requests | NH State Police.
  - 4.4.3. The Prison Rape Elimination Act (PREA) is a federally mandated requirement. All contractors and subcontractors must view a 15-minute video online and sign a PREA Acknowledgement Form prior to starting work on site. A video link will be provided via email and the video can be viewed from any location where internet access is available.
  - 4.4.4. Blank PREA Acknowledgement Forms are incorporated in Appendix C and are submitted to appropriate State agency contact upon completion of training.
  - 4.4.5. All completed forms and additional questions can be sent to Heidi Laramie at heidi.h.laramie@doc.nh.gov.

**5. COMMERCIAL REQUIREMENTS:**

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
  - 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:00 A.M. and 3:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
  - 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
  - 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
  - 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.
  - 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
  - 5.7. 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.
  - 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
  - 5.9. 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.
  - 5.10. 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.
6. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
- 6.1. The Contractor shall provide all boiler heating system repair services, including installation of chemical treatment system, water softening system, backflow preventor services strictly pursuant to, and in conformity with, the specifications described in State RFB 2935-25, as described herein, and under the terms of this Contract.
  - 6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
  - 6.3. 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.

- 6.4. 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://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 6.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 6.6. 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.
7. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
  - 7.1. 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.
8. **CONFIDENTIALITY & CRIMINAL RECORD:**
  - 8.1. 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**

**9. CONTRACT PRICE:**

- 9.1. The Contractor hereby agrees to provide boiler heating system repair services, including installation of chemical treatment system, water softening system, backflow preventor services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$85,500.00; 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.
- 9.2. The Contractor shall provide the requested boiler heating system repair services, including installation of chemical treatment system, water softening system, backflow preventor services under a fixed-fee, percentage-based payment arrangement as defined herein.

**10. PRICING STRUCTURE:**

10.1. Project pricing structure is as follows:

<b>CONTRACT 800XXXX NHC FW BOILER SYSTEM HEATING REPAIRS</b>	
<b>VENDOR BASE BID</b>	<b>\$72,500.00</b>
<b>PROJECT ALLOWANCE</b>	<b>\$13,000.00</b>
<b>TOTAL PROJECT BID AMOUNT</b>	<b>\$85,500.00</b>

**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. Payment requisition forms, change order forms, and invoicing questions can be sent to J. Wyatt Porter-Brown at [james.a.porter-brown@das.nh.gov](mailto:james.a.porter-brown@das.nh.gov).

**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 2935-25**

RFB 2935-25 is incorporated here within.

**EXHIBIT E - CONTRACTOR'S BID**

Contractor's bid is incorporated here within.

SECTION 01400  
QUALITY REQUIREMENTS

PART I GENERAL

I.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Safety
- E. Mock-up requirements.
- F. Supervision
- G. Testing and inspection services.
- H. Manufacturers' field services.
- I. Examination.
- J. Preparation.

I.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Prior to acceptance of approved materials on site, establish & maintain controlled environmental conditions required for proper, sequential installations. Products affected by inadequate environmental control (in storage or installed) shall be removed, disposed of and replaced in-kind with no adjustment to the contract price or work schedule.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.
- D. The Contractor shall notify the Contract Administrator of any discrepancies, ambiguities or obvious omissions found in the Contract Documents before proceeding with the work affected thereby. Such notification shall be made in writing requesting clarification and/or interpretation with reasonable promptness consistent with and reasonably inferable from the Contract Documents. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner, and no monies will be paid for correcting of items.

- E. The Contractor shall give the Contract Administrator timely notice of any additional drawings, specifications or instructions required to define the work in greater detail or to permit the proper progress of the work.
- F. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- G. Where, on any of the Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other portions of the work.
- H. Perform Work by persons qualified to produce required and specified quality.
- I. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- J. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### 1.3 TOLERANCES

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

### 1.4 REFERENCES

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

## 1.5 SAFETY

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

## 1.6 MOCK-UP REQUIREMENTS

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

## 1.7 SUPERVISION

- A. All work shall be done under the observation and inspection of the Contract Administrator.
- B. The Contract Administrator may observe, examine and test materials and workmanship at any and all times during manufacture and/or construction, and at any and all places where such manufacture and/or construction is carried on.
- C. The Contract Administrator shall suspend work that may be subject to damage by climatic conditions.
- D. Prior to final acceptance, the Contract Administrator at any time before final acceptance of the entire work to make an examination of work already completed that was not specifically called for to receive an inspection prior to covering over, and shall require removing or tearing out same, the Contractor shall, upon request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be completed per a Time and Material Alteration Order.

## 1.8 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to the State to perform specified testing.
  - 1. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time [registered Engineer] [specialist] and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Institute of Standards & Technology during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by the Contract Administrator and Authority having jurisdiction.
  - 1. Laboratory: Authorized to operate at Project location.
  - 2. Laboratory Staff: Maintain full time specialist on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Institute of Standards and Technology or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by the Contract Administrator.
- D. Reports will be submitted by independent firm to the Contract Administrator [and Contractor], in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify the Contract Administrator and independent firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by the Contract Administrator. Payment for re-testing or re-inspection will be charged to Contractor.
- H. Testing Agency/Laboratory Responsibilities:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with the Contract Administrator and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify the Contract Administrator and Contractor of observed irregularities or non-conformance of Work or products.
  6. Perform additional tests required in accordance with specification sections.
  7. Attend preconstruction meetings and progress meetings.
- I. Testing Agency/Laboratory Reports: After each test, promptly submit two copies of report to the Contract Administrator and two to the Contractor. When requested by the Contract Administrator or Contractor, provide interpretation of test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and specifications section.
  6. Location in Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- J. Limits On Testing Agency/Laboratory Authority:
1. Testing Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Testing Agency or laboratory may not approve or accept any portion of the Work.
  3. Testing Agency or laboratory may not assume duties of Contractor.
  4. Testing Agency or laboratory has no authority to stop the Work.

#### 1.9 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to the Contract Administrator in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01330 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

## 1.10 EXAMINATION

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

## 1.11 PREPARATION

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

END OF SECTION

Revised 07 Feb 2007

## SECTION 01500

## TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Telephone service.
  - 5. Equipment.
  - 6. Temporary water service.
  - 7. Temporary sanitary facilities.
  
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Vehicular access.
  - 3. Parking.
  - 4. Progress cleaning and waste removal.
  
- C. Temporary Controls:
  - 1. Dust control.
  - 2. Pest control.
  - 3. Pollution control.
  - 4. Rodent control.
  
- D. Removal of utilities, facilities, and controls.
  
- E. All work completed herein must conform to applicable state, federal requirements, and guidelines at the Contractor's expense as is necessary to complete the Work.

## 1.2 TEMPORARY ELECTRICITY

- A. State will pay cost of energy used. Exercise measures to conserve energy. Utilize State's existing power service.
  
- B. Complement existing power service capacity and characteristics as required for construction operations.
  
- C. Provide flexible power cords as required for portable construction tools and equipment.
  
- D. Permanent convenience receptacles may be utilized during construction.

### 1.3 TEMPORARY HEATING

- A. Existing facilities may be used.
- B. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- D. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.

### 1.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

### 1.5 TEMPORARY WATER SERVICE

- A. State will pay cost of temporary water. Exercise measures to conserve energy. Utilize State's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

### 1.6 TEMPORARY SANITARY FACILITIES

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

### 1.7 VEHICULAR ACCESS

- A. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- B. Provide and maintain access to fire hydrants control valves free of obstructions.
- C. Use existing on-site roads for construction traffic.

### 1.8 PARKING

- A. Arrange for surface parking areas to accommodate construction personnel.
- B. Locate as by the Contract Administrator/Agency.
- C. When site space is not adequate, provide additional off-site parking.

- D. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Permanent Pavements And Parking Facilities:
  - 1. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
- H. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of construction equipment, products, mud, snow, and ice].
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- I. Removal, Repair:
  - 1. Repair existing permanent facilities damaged by use, to original condition.
- J. Mud From Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

#### 1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

#### 1.10 BARRIERS

- A. 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].
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way [and for public access to existing building].
- C. Provide protection for plants designated to remain. Replace damaged plants.

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

#### 1.11 ENCLOSURES AND FENCING

- A. Construction: Commercial grade chain link fence
- B. Provide 6 feet high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Exterior Enclosures:
  - 1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### 1.12 SECURITY- NOT USED, See Specification Section 000250, Special Requirements.

#### 1.13 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

#### 1.14 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

#### 1.15 POLLUTION CONTROL

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

#### 1.16 RODENT CONTROL

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

#### 1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing and permanent facilities used during construction to original condition.  
Restore permanent facilities used during construction to specified condition.

END OF SECTION

## SECTION 01505

## CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Construction waste management plan.
  - 2. Construction waste recycling.
  - 3. Construction waste adaptive reuse.

## 1.2 PLAN REQUIREMENTS

- A. Construction Waste Management Plan shall be developed with the following intent:
  - 1. Divert construction, demolition, and land clearing debris from landfill disposal.
  - 2. Redirect recyclable material back to manufacturing process.
- B. Develop and implement a Construction Waste Management plan to be reviewed by the Contract Administrator for compliance with the following
  - 1. Divert 75 % of Project generated waste from landfills.
  - 2. Alternate plan?

## 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
  - 1. Project specific analysis of the projected jobsite waste to be generated. Include materials and estimated quantities (weight/volume) of projected waste.
  - 2. Construction waste materials anticipated for recycling and adaptive reuse.
  - 3. On site sorting and site storage methods.
  - 4. Name and location of landfill(s) to be used.
  - 5. Certification from the landfill of ability to receive the types of waste to be generated and of sufficient capacity to accept the waste.
  - 6. Transportation company hauling construction waste to waste processing facilities.
  - 7. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
- C. Submit documentation with each application for payment substantiating that the construction waste management plan goals are being achieved. Include the following information:
  - 1. Material category
  - 2. Trash: Quantity by weight deposited in landfills.

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

#### 1.4 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Waste Management final report: Prior to Completion, submit a written Waste Management Final report summarizing the types and quantities of materials recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities. Include the following:
  1. Material category
  2. Total quantity of waste, by weight
  3. Quantity of waste salvaged, both estimated and actual, by weight
  4. Quantity of waste recycled, both estimated and actual, by weight
  5. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste. ( Compare to minimum requirement of 75% by weight of waste.)

#### 1.5 CONSTRUCTION WASTE MANAGEMENT PLAN

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

#### 1.6 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.

- C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials recommended for recycling include:
  - 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
  - 2. Recyclable plastics.
  - 3. Concrete and Asphalt paving.
  - 4. Wood with and without embedded nails and staples.
  - 5. Glass, clear and colored types.
  - 6. Metals.
  - 7. Equipment oil.

## PART 2 EXECUTION

### 2.1 CONSTRUCTION WASTE COLLECTION

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

### 2.2 CONSTRUCTION WASTE DISPOSAL

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

END OF SECTION

## SECTION 01700

## EXECUTION REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.
- M. Clean air certification.
- N. Maintenance service.
- O. Guarantee of work.

## 1.2 CLOSEOUT PROCEDURES

- A. Submit a signed Substantial Completion Application attesting that the Contract Documents have been reviewed, Work has been inspected, and that all Work is complete in accordance with Contract Documents and ready for Contract Administrator review. The Substantial Completion Application for use by the Contractor is attached to the end of this specification section. The Contract Administrator may modify this Agreement to accommodate any changes in Work.
  - I. Provide submittals to the Contract Administrator as required by the Contract Documents and as required by authorities having jurisdiction.

- B. Only after completion of all Punch List items and submission of all items the Contractor shall submit a Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. State will occupy all portions of building as specified in Section 01100.

### 1.3 FINAL CLEANING

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

### 1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify the Contract Administrator seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative, and Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01330 that equipment or system has been properly installed and is functioning correctly.

### 1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to State's personnel prior to date of Substantial Completion. Digitally record demonstrations and submit a copy with the Close Out Documents.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with State's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Required instruction time for each item of equipment and system is specified in individual sections.

### 1.6 TESTING, ADJUSTING AND BALANCING

- A. Contractor will appoint and employ services of independent firm to perform testing, adjusting, and balancing.
- B. Independent, qualified firm will perform services.
- C. Reports will be submitted by independent firm to the Contract Administrator indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

### 1.7 PROTECTING INSTALLED CONSTRUCTION

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

## 1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by State.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish [first] [main] floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
- G. Submit documents to the Contract Administrator at time of Substantial Completion.
- H. In addition to the above requirements, record drawings shall also be submitted in PDF and AutoCAD (.dwg) format.

## 1.9 OPERATION AND MAINTENANCE DATA

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

- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineer(s), Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals of warranties and bonds.

#### 1.10 MANUAL FOR MATERIALS AND FINISHES

- A. Submit electronic copy and two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The Contract Administrator will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by State, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes prior to Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form prior to final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### 1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit in electronic format and two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Contract Administrator will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by State, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes prior to Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit in electronic format and two sets of revised final volumes in final form prior to final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.

- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01400.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

#### I.12 SPARE PARTS AND MAINTENANCE PRODUCTS

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

#### I.13 PRODUCT WARRANTIES AND PRODUCT BONDS

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

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

#### 1.14 CLEAN AIR CERTIFICATION

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

#### 1.15 MAINTENANCE SERVICE

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

### 1.16 GUARANTEE OF WORK

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

END OF SECTION



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

Joseph B. Bouchard  
Assistant  
Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

Charles M.  
Arlinghaus  
Commissioner  
(603) 271-3201

## SUBSTANTIAL COMPLETION APPLICATION

Date:

**Project Title:** NHC FW Boiler Heating System Repairs

**Project Number:** 81309

**Contract:** B

*Instructions: The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Substantial Completion is anticipated on a portion of the work, the sequence and portions of the project shall be identified and the selected items below will be required for each substantial completion area. The Contractor shall submit this document, with attachments, to the Contract Administrator for review to determine if the terms of Substantial Completion have been met. If the terms have been met, the Contract Administrator will issue a Certificate of Substantial Completion. If the terms have not been met, the Contract Administrator will notify the Contractor of missing, incomplete, or incorrect items.*

### PART 1 STATE AND LOCAL REQUIREMENTS:

In addition to the requirements of the Construction Documents, Substantial Completion requires the following identified items be fully completed, executed, approved with certifications attached to this document. The Contractor is required to arrange and pay for all inspections and fees.

1.1 State of NH Office of the State Fire Marshal:

- A. Certificate of Occupancy.
- B. Modular Building Certificate

1.2 State of NH Office of the State Fire Marshal and Local Fire Official:

- A. Sprinkler system. Reference NFPA 13 – Contractor’s Material and Test Certificate for Aboveground Piping Form.
- B. Fire detection and notification system. Reference NFPA 72 – Inspection and Testing Form
- C. Range hood and fire suppression system.
- D. Emergency lighting and exit signs.
- E. Oil fired equipment.
- F. Other (list): Boiler pips and valves.

1.3 State of NH Department of Labor Division of Boilers and Elevators:

- A. Elevator Inspection Certificate.
- B. Boiler Inspection Certificate.

Substantial Completion Application

C. Pressure Vessel Certificate.

1.4 Local Building Inspection Department:

A. Building Permit.

1.5 State of NH Plumber's Licensing Board and Local Building Inspection Department:

A. Plumbing Inspections.

1.6 State of NH Electrician Board and Local Building Inspection Department:

A. Electrical Inspections.

1.7 State of NH Department of Environmental Services and Local Building Inspection Department:

A. Approved Underground/Above Ground Tank Approved Registration Form.

B. Approved Underground/Above Ground Storage Tank Closure Notification Form.

C. Septic System Operation Approval.

D. Water System Operation Approval.

E. Statement of Certification that compliance with the Clean Indoor Air in State Buildings, ENV A-2200 has been met.

F. Other (list):

1.8 Other (list):

A. Other (list):

## PART 2 CONTRACTOR'S REQUIREMENTS

In addition to the requirements of the Construction Documents, Substantial Completion requires the following identified items be fully completed, executed, approved with certifications attached to this document. The Contractor is required to arrange and pay for all inspections and fees.

2.1 Contractor has completed and verified the following:

A. Building egress and exit paths are clear of construction materials and equipment.

B. All building systems are functional and correctly operating.

C. Other (list):

2.2 Contractor has furnished the required Documents, Training and Manuals:

A. Field Record Drawings with markings.

B. Building systems operations and maintenance manuals.

C. Spare parts and extra materials stocks as per specifications.

D. Final Punch List as required by the General Conditions (*Failure to include incomplete Work does not relieve the Contractor of the responsibility to complete or correct the Work*)

E. Hazardous Waste Shipment Record (WSR).

F. Hazardous Material Abatement/Remediation Report.



## SECTION 01600

## PRODUCT REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

## 1.2 PRODUCTS

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

## 1.3 PRODUCT DELIVERY REQUIREMENTS

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

## 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.

- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection only with prior approval from the Contract Administrator.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

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

#### 1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Where Bidding Documents stipulate particular Products, substitution requests will ONLY be considered before receipt of Bids. Submit requests per the requirements specified in this section.
  - 1. All requests shall be submitted to the Contract Administrator not later than eight (8) working days before the hour and day set for bid opening. Incomplete requests or requests received after this deadline will not be considered.
  - 2. All requests that are approved and are acceptable to the Department will be issued as part of an Addendum to each Bidder who has received a set of bidding documents, so that all Bidders may avail themselves of the change in submitting their Proposals.
- B. Substitutions [may] be considered after bid opening when a product becomes unavailable through no fault of the Contractor. The Contractor shall apply to the Contract Administrator, in writing, within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make. The Contractor shall include a dated written statement from the manufacturer outlining an explanation for the unavailability of the product. Substitutions for reasons of lead times, i.e., the time between when the Contractor orders necessary materials from the vendor

and anticipated delivery, will only be reviewed if the lead time is more than the length of the contract time. The Department may extend the contract time to accommodate the product specified. No additional costs from the Contractor will be considered due to the fact that the Contractor shall verify lead times and coordinate with contract time during the bidding phase.

- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the State.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Department and Architect and/or Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  - 3. The Department will notify Bidders in writing of decision to accept by issuing an addendum.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6 foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

END OF SECTION

**SECTION 23 0519**  
**METERS AND GAUGES FOR HVAC PIPING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Positive displacement meters.

**1.02 REFERENCE STANDARDS**

- A. AWWA C700 - Cold-Water Meters -- Displacement Type, Metal Alloy Main Case; 2015.
- B. AWWA M6 - Water Meters -- Selection, Installation, Testing, and Maintenance; 2012, with Addendum (2018).

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.

**PART 2 PRODUCTS****2.01 POSITIVE DISPLACEMENT METERS (LIQUID)**

- A. Basis of Design:
  - 1. Neptune Technology Group; T-10 with Tricon/E3 Transmitter: [www.neptunetg.com](http://www.neptunetg.com).
- B. Other Manufacturers:
  - 1. Badger Meter: [www.badgermeter.com](http://www.badgermeter.com).
  - 2. Niagara Meters: [www.niagarameters.com](http://www.niagarameters.com).
  - 3. Veris Industries: [www.veris.com](http://www.veris.com).
- C. AWWA C700, positive displacement disc type suitable for fluid with metal alloy main case and cast iron frost-proof, breakaway bottom cap, hermetically sealed register, remote reading.
- D. Meter: Brass body turbine meter with magnetic drive register.
  - 1. Service: Makeup water, 122 degrees F.
  - 2. Nominal Flow: 10 gpm.
  - 3. Pressure Drop at Nominal Flow: 2 psi.
  - 4. Maximum Flow: 20 gpm.
  - 5. Accuracy: 1-1/2 percent.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install positive displacement meters with isolating valves on inlet and outlet to AWWA M6. Provide full line size valved bypass with globe valve for liquid service meters.

**END OF SECTION**

**SECTION 23 0523****GENERAL-DUTY VALVES FOR HVAC PIPING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Ball valves.
- B. Butterfly valves.
- C. Check valves.
- D. Gate valves.
- E. Chainwheels.

**1.02 ABBREVIATIONS AND ACRONYMS**

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene copolymer rubber.
- C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.
- D. NRS: Nonrising stem.
- E. OS&Y: Outside screw and yoke.
- F. PTFE: Polytetrafluoroethylene.
- G. RS: Rising stem.
- H. TFE: Tetrafluoroethylene.
- I. WOG: Water, oil, and gas.

**1.03 REFERENCE STANDARDS**

- A. ASME B1.20.1 - Pipe Threads, General Purpose, Inch; 2013 (Reaffirmed 2018).
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; 2020.
- C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2018.
- D. ASME B16.34 - Valves - Flanged, Threaded and Welding End; 2017.
- E. ASME B31.9 - Building Services Piping; 2017.
- F. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings; 2004 (Reapproved 2023).
- G. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service; 2021.
- H. ASTM A536 - Standard Specification for Ductile Iron Castings; 1984 (Reapproved 2014).
- I. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings; 2017.
- J. AWWA C606 - Grooved and Shouldered Joints; 2015.
- K. MSS SP-67 - Butterfly Valves; 2022.

- L. MSS SP-68 - High Pressure Butterfly Valves with Offset Design; 2021.
- M. MSS SP-70 - Gray Iron Gate Valves, Flanged and Threaded Ends; 2011.
- N. MSS SP-80 - Bronze Gate, Globe, Angle, and Check Valves; 2019.
- O. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .

#### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on valves including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- C. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- D. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts listings.

### **PART 2 PRODUCTS**

#### **2.01 APPLICATIONS**

- A. Listed pipe sizes shown using nominal pipe sizes (NPS) and nominal diameter (DN).
- B. Provide the following valves for the applications if not indicated on drawings:
  - 1. Isolation (Shutoff): Butterfly, Gate, and Ball.
- C. Required Valve End Connections for Non-Wafer Types:
  - 1. Steel Pipe:
    - a. Size 2 inch and Smaller: Threaded ends.
    - b. Size 2-1/2 inch and Larger: Grooved ends.
  - 2. Copper Tube:
    - a. Size 2 inch and Smaller: Threaded ends, except solder-joint valve-ends.
    - b. Size 2-1/2 inch and Larger: Grooved ends.
- D. Heating Hot Water Valves:
  - 1. Size 2 inch and Smaller, Brass and Bronze Valves:
    - a. Threaded ends.
    - b. Ball: Full port, one piece, brass trim.
    - c. Swing Check: Bronze disc, Class 125.
    - d. Gate: NRS, Class 125.
  - 2. Size 2-1/2 inch and Larger, Iron Valves:
    - a. 2-1/2 inch to 4 inch: Flanged ends.
    - b. Single-Flange Butterfly: 2-1/2 inch to 12 inch, stainless steel disc, EPDM seat, 200 CWP.
    - c. Grooved-End Butterfly: 2-1/2 inch to 12 inch, 175 CWP.
    - d. Butterfly: High performance, single flange, Class 150.

## 2.02 GENERAL REQUIREMENTS

- A. Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.
- B. Valve Sizes: Match upstream piping unless otherwise indicated.
- C. Valve Actuator Types:
  - 1. Handwheel: Valves other than quarter-turn types.
  - 2. Hand Lever: Quarter-turn valves 6 inch and smaller.
  - 3. Chainwheel: Device for attachment to valve handwheel, stem, or other actuator, of size and with chain for mounting height, as indicated in the "Valve Installation" Article.
- D. Valves in Insulated Piping: Provide 2 inch stem extensions and the following features:
  - 1. Gate Valves: Rising stem.
  - 2. Ball Valves: Extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
  - 3. Butterfly Valves: Extended neck.
  - 4. Memory Stops: Fully adjustable after insulation is installed.
- E. Valve-End Connections:
  - 1. Threaded End Valves: ASME B1.20.1.
  - 2. Flanges on Iron Valves: ASME B16.1 for flanges on iron valves.
  - 3. Solder Joint Connections: ASME B16.18.
  - 4. Grooved End Connections: AWWA C606.
- F. General ASME Compliance:
  - 1. Building Services Piping Valves: ASME B31.9.

## 2.03 BRONZE, BALL VALVES

- A. General:
  - 1. Fabricate from dezincification resistant material.
  - 2. Copper alloys containing more than 15 percent zinc are not permitted.
- B. Two Piece, Full Port with Bronze or Brass Trim:
  - 1. Comply with MSS SP-110.
  - 2. WSP Rating: 150 psi.
  - 3. WOG Rating: 400 psi.
  - 4. Body: Forged bronze or dezincified-brass alloy.
  - 5. End Connections: Pipe thread or solder.
  - 6. Seats: PTFE.
  - 7. Stem: Bronze or brass.
  - 8. Ball: Stainless steel, vented.
  - 9. Operator: Provide lockable handle and stem extension.

## 2.04 IRON, SINGLE FLANGE BUTTERFLY VALVES

- A. Wafer Style:
  - 1. Comply with MSS SP-67, Type I.

2. Wafer Style, CWP Ratings:
  - a. Sizes 2 to 12 inch: 200 psi.
  - b. Sizes 14 to 24 inch: 150 psi.
  - c. Vacuum Service: Down to 29.9 in-Hg.
3. Body Material: ASTM A126 cast iron or ASTM A536 ductile iron.
4. Stem: One or two-piece stainless steel.
5. Seat: NBR.
6. Disc: Aluminum-bronze.

## **2.05 IRON, GROOVED-END BUTTERFLY VALVES**

- A. CWP Rating: 175 psi.
  1. Comply with MSS SP-67, Type I.
  2. Body: Coated ductile iron.
  3. Stem: Two-piece stainless steel.
  4. Disc: Coated ductile iron.
  5. Disc Seal: EPDM.

## **2.06 HIGH-PERFORMANCE, SINGLE FLANGE BUTTERFLY VALVES**

- A. Lug type; Bidirectional dead end service without downstream flange:
  1. Comply with MSS SP-68.
  2. Class 150: CWP Rating: 285 psi at 100 degrees F.
  3. Body: Provide carbon steel, cast iron, ductile Iron, or stainless steel.
  4. Seat: Metal or reinforced PTFE.
  5. Offset stem: Stainless steel.
  6. Disc: Carbon steel.

## **2.07 BRASS, INLINE CHECK VALVES**

- A. Class 150: CWP Rating: 200 psi .
- B. Maximum Service Temperature: 250 degrees F.
- C. Body: Forged brass.
- D. Disc: Forged brass.
- E. Seal: PTFE, bubble tight.
- F. End-Connections: Press.

## **2.08 BRASS, HORIZONTAL SWING CHECK VALVES**

- A. Threaded End-Connections:
  1. Class 125: CWP Rating: 200 psi.
  2. Body: Forged brass.
  3. Disc: Forged brass.
  4. Hinge-Pin, Screw, and Cap: Forged brass.
- B. Press End-Connections:
  1. Class 125: WOG Rating: 200 psi.
  2. Body: Forged brass.
  3. Disc: Forged brass.

4. Hinge-Pin, Screw, and Cap: Forged brass.

## **2.09 BRONZE, SWING CHECK VALVES**

### **2.10 BRONZE, GATE VALVES**

#### **A. Rising Stem or OS&Y:**

1. Pressure-Temperature Range: MSS SP-80, Type I.
2. Body: ASTM B62, bronze with integral seat and screw-in bonnet.
3. End Connections: Threaded or solder.
4. Stem: Bronze.
5. Disc: Solid wedge; bronze.
6. Packing: Asbestos free.
7. Handwheel Operator: Malleable iron, bronze, or aluminum.

#### **B. Nonrising Stem or NRS:**

1. Pressure-Temperature Range: MSS SP-80, Type I.
2. Class 125:
3. Class 150: CWP Rating; 300 psi.
4. Body: ASTM B62, bronze with integral seat and screw-in bonnet.
5. Ends Connections: Threaded or solder.
6. Stem: Bronze.
7. Disc: Solid wedge; bronze.
8. Packing: Asbestos free.
9. Handwheel Operator: Malleable iron, bronze, or aluminum.

### **2.11 IRON, GATE VALVES**

#### **A. NRS or OS&Y:**

1. Comply with MSS SP-70, Type I.
2. Body Material: Gray iron with bolted bonnet.
3. Ends: Flanged.
4. Trim: Bronze.
5. Disc: Solid wedge.
6. Packing and Gasket: Asbestos free.

### **2.12 CARBON STEEL, GATE VALVES**

#### **A. Class 150:**

1. Body and Disc: ASTM A216/A216M.
2. CWP Rating: 150 psi.
3. Bolted Bonnet: OS&Y; Rising Stem.
4. End Connections: Flanged.
5. Packing and Gasket: Asbestos free.
6. Pressure and Temperature Rating: ASME B16.34.

### **2.13 CHAINWHEELS**

#### **A. Description: Valve actuation assembly with sprocket rim, brackets, and chain.**

1. Brackets: Type, number, size, and fasteners required to mount actuator on valve.
2. Attachment: For connection to ball, butterfly, and plug valve stems.

3. Sprocket Rim with Chain Guides: Ductile iron include zinc coating.
4. Chain: Hot-dip galvanized steel. Sized to fit sprocket rim.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Discard all packing materials and verify that valve interior, including threads and flanges, are completely clean without signs of damage or degradation that could result in leakage.
- B. Verify valve parts to be fully operational in all positions from closed to fully open.
- C. Confirm gasket material to be suitable for the service, to be of correct size, and without defects that could compromise effectiveness.
- D. Should valve is determined to be defective, replace with new valve.

#### **3.02 INSTALLATION**

- A. Provide unions or flanges with valves to facilitate equipment removal and maintenance while maintaining system operation and full accessibility for servicing.
- B. Provide separate valve support as required and locate valve with stem at or above center of piping, maintaining unimpeded stem movement.
- C. Provide chainwheels on operators for valves 4 NPS and larger where located 96 NPS or more above finished floor, terminating 60 NPS above finished floor.

**END OF SECTION**

**SECTION 23 0529****HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Support and attachment components.

**1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2023.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- J. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- L. FM (AG) - FM Approval Guide; current edition.
- M. MFMA-4 - Metal Framing Standards Publication; 2004.
- N. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018.
- O. UL (DIR) - Online Certifications Directory; Current Edition.
- P. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, nonpenetrating rooftop supports, post-installed concrete and masonry anchors, and thermal insulated pipe supports.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

#### **1.04 QUALITY ASSURANCE**

- A. Comply with applicable building code.

### **PART 2 PRODUCTS**

#### **2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Prefabricated Trapeze-Framed Metal Strut Systems:
  - 1. MFMA-4 compliant, pre-fabricated, MSS SP-58 type 59 continuous-slot metal strut channel with associated tracks, fittings, and related accessories.
  - 2. Strut Channel or Bracket Material:
  - 3. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.
- C. Hanger Rods:
  - 1. Threaded zinc-plated steel unless otherwise indicated.
  - 2. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch diameter.
    - b. Piping up to 1 inch: 1/4 inch diameter.
    - c. Piping larger than 1 inch: 3/8 inch diameter.
    - d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.
- D. Pipe Supports:

1. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
  2. Liquid Temperatures Up To 122 degrees F:
    - a. Overhead Support: MSS SP-58 Types 1, 3 through 12.
    - b. Support From Below: MSS SP-58 Types 35 through 38.
  3. Operating Temperatures from 122 to 446 degrees F:
    - a. Overhead Support: MSS SP-58 Type 1 or 3 through 12, with appropriate saddle of MSS SP-58 Type 40 for insulated pipe.
    - b. Roller Support: MSS SP-58 Types 41 or 43 through 46, with appropriate saddle of MSS SP-58 Type 39 for insulated pipe.
    - c. Sliding Support: MSS SP-58 Types 35 through 38.
- E. Roller Chairs:
1. MSS SP-58 type 43 based on required load, nonconductive and corrosion resistant.
  2. Steel Yoke Type: MSS SP-58 type 44, vertically adjustable, nonconductive, and corrosion resistant.
  3. Material: Zinc plated ASTM A36/A36M carbon steel or ASTM A47/A47M malleable iron.
- F. Beam Clamps:
1. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
  2. Beam C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
  3. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).
  4. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
  5. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
  6. FM (AG) and UL (DIR) Approved Beam Clamp: MSS SP-58 type 19, plain finish,
  7. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
  8. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
- G. U-Bolts:
1. MSS SP-58 Type 24, carbon steel u-bolt for pipe support or anchoring.
- H. Strut Clamps:
1. Pipe Clamp: Two-piece rigid, universal, or outer diameter type, carbon steel with epoxy copper or zinc finish.
- I. Insulation Clamps:
1. Two bolt-type clamps designed for installation under insulation.
  2. Material: Carbon steel with epoxy copper or zinc finish.
- J. Pipe Hangers:

1. Split Ring Hangers:
  - a. Provide hinged split ring and yoke roller hanger with epoxy copper or plain finish.
  - b. Material: ASTM A47/A47M malleable iron or ASTM A36/A36M carbon steel.
  - c. Provide hanger rod and nuts of the same type and material for a given pipe run.
  - d. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
2. Band Hangers, Adjustable:
  - a. MSS SP-58 Type 7 or 9, Zinc-plated ASTM A1011/A1011M steel or ASTM A653/A653M carbon steel.
3. Swivel Ring Hangers, Adjustable:
  - a. MSS SP-58 Type 10, epoxy-painted, zinc-colored.
  - b. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
  - c. FM (AG) and UL (DIR) listed for specific pipe size runs and loads.
4. Clevis Hangers, Adjustable:
  - a. Copper Tube: MSS SP-58 Type 1, epoxy-plated copper.
- K. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.
- L. Pipe Shields for Insulated Piping:
  1. General Construction and Requirements:
    - a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
    - b. Shields Material: UV-resistant polypropylene with glass fill.
    - c. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
    - d. Minimum Service Temperature: Minus 40 degrees F.
    - e. Maximum Service Temperature: 178 degrees F.
    - f. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
- M. Anchors and Fasteners:
  1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
  3. Hollow Masonry: Use toggle bolts.
  4. Hollow Stud Walls: Use toggle bolts.
  5. Steel: Use beam-ceiling clamps, beam clamps, machine bolts, or welded threaded studs.
  6. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Comply with MFMA-4.

- b. Channel Material: Use galvanized steel.
- c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- G. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

**END OF SECTION**

**SECTION 23 0553****IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Pipe markers.

**1.02 REFERENCE STANDARDS**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2023.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers catalog literature for each product required.

**PART 2 PRODUCTS****2.01 IDENTIFICATION APPLICATIONS**

- A. Piping: Pipe markers.

**2.02 PIPE MARKERS**

- A. Color: Comply with ASME A13.1.
- B. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure-sensitive adhesive backing and printed markings.
- C. Color code as follows:
  - 1. Heating, Cooling, and Boiler Feedwater: Green with white letters.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.

**END OF SECTION**

**SECTION 23 0593****TESTING, ADJUSTING, AND BALANCING FOR HVAC****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Testing, adjustment, and balancing of hydronic systems.

**1.02 REFERENCE STANDARDS**

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008, with Errata (2019).

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Include at least the following in the plan:
    - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
    - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
    - c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
    - d. Final test report forms to be used.
    - e. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
  - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
  - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 GENERAL REQUIREMENTS**

- A. Perform total system balance in accordance with one of the following:
  - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. TAB Agency Qualifications:
  - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Certified by one of the following:
    - a. AABC, Associated Air Balance Council: [www.aabc.com/#sle](http://www.aabc.com/#sle); upon completion submit AABC National Performance Guaranty.
- D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

**3.02 EXAMINATION**

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Hydronic systems are flushed, filled, and vented.
  - 4. Pumps are rotating correctly.
  - 5. Proper strainer baskets are clean and in place.
  - 6. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

**3.03 ADJUSTMENT TOLERANCES**

- A. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

**3.04 RECORDING AND ADJUSTING**

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

**3.05 WATER SYSTEM PROCEDURE**

- A. Adjust water systems to provide required or design quantities.

- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.

**END OF SECTION**

**SECTION 23 0719**  
**HVAC PIPING INSULATION**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 8400 - Firestopping.

**1.03 REFERENCE STANDARDS**

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).
- B. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2022a.
- C. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2023).
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- E. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2022a, with Editorial Revision (2023).
- F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

**PART 2 PRODUCTS****2.01 REGULATORY REQUIREMENTS**

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

**2.02 GLASS FIBER, RIGID**

- A. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible, with wicking material to transport condensed water to the outside of the system for evaporation to the atmosphere.
  - 1. K Value: ASTM C177, 0.23 at 75 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.

- B. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- C. Vapor Barrier Lap Adhesive: Compatible with insulation.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- D. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- E. Glass Fiber Insulated Pipes Conveying Fluids Above Ambient Temperature:
  - 1. Provide standard jackets, with or without vapor barrier, factory-applied, or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples.
  - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- F. Inserts and Shields:
  - 1. Application: Piping 1-1/2 inches diameter or larger.
  - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  - 3. Insert location: Between support shield and piping and under the finish jacket.
  - 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  - 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- G. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 8400.

### **3.02 SCHEDULE**

- A. Heating Systems:
  - 1. Heating Water Supply and Return: Glass Fiber-Rigid, 1.5-inch.
  - 2. Glycol Heating Supply and Return: Glass Fiber-Rigid, 1.5-inch.
  - 3. Boiler Feed Water: Glass Fiber-Rigid, 1-inch.

**END OF SECTION**

**SECTION 23 0923****DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. System description.
- B. Controllers.
- C. Power supplies and line filtering.

**1.02 REFERENCE STANDARDS**

- A. MIL-STD-810 - Environmental Engineering Considerations and Laboratory Tests; 2019h.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
  - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
  - 2. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
  - 3. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
  - 4. Indicate description and sequence of operation of operating, user, and application software.

**PART 2 PRODUCTS****2.01 SYSTEM DESCRIPTION**

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units.
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 23 0913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.

- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

## 2.02 CONTROLLERS

### A. Input/Output Interface:

1. Hardwired inputs and outputs tie into the DDC system through building, custom application, or application specific controllers.
2. All Input/Output Points:
  - a. Protect controller from damage resulting from any point short-circuiting or grounding and from voltage up to 24 volts of any duration.
  - b. Provide universal type for building and custom application controllers where input or output is software designated as either binary or analog type with appropriate properties.
3. Binary Inputs:
  - a. Allow monitoring of On/Off signals from remote devices.
  - b. Provide wetting current of 12 mA minimum, compatible with commonly available control devices and protected against the effects of contact bounce and noise.
  - c. Sense dry contact closure with power provided only by the controller.
4. Pulse Accumulation Input Objects: Comply with all requirements of binary input objects and accept up to 10 pulses per second.
5. Analog Inputs:
  - a. Allow for monitoring of low voltage 0 to 10 VDC, 4 to 20 mA current, or resistance signals (thermistor, RTD).
  - b. Compatible with and field configurable to commonly available sensing devices.
6. Binary Outputs:
  - a. Used for On/Off operation or a pulsed low-voltage signal for pulse width modulation control.
  - b. Outputs provided with three position (On/Off/Auto) override switches.
  - c. Status lights for building and custom application controllers to be selectable for normally open or normally closed operation.
7. Analog Outputs:
  - a. Monitoring signal provides a 0 to 10 VDC or a 4 to 20 mA output signal for end device control.
  - b. Provide status lights and two position (AUTO/MANUAL) switch for building and custom application controllers with manually adjustable potentiometer for manual override on building and custom application controllers.
  - c. Drift to not exceed 0.4 percent of range per year.
8. System Object Capacity:
  - a. System size to be expandable to twice the number of input output objects required by providing additional controllers, including associated devices and wiring.

- b. Hardware additions or software revisions for the installed operator interfaces are not to be required for future, system expansions.

### **2.03 POWER SUPPLIES AND LINE FILTERING**

#### **A. Power Supplies:**

1. Provide UL listed control transformers with Class 2 current limiting type or over-current protection in both primary and secondary circuits for Class 2 service as required by the NEC.
2. Limit connected loads to 80 percent of rated capacity.
3. Match DC power supply to current output and voltage requirements.
4. Unit to be full wave rectifier type with output ripple of 5.0 mV maximum peak to peak.
5. Regulation to be 1 percent combined line and load with 100 microsecond response time for 50 percent load changes.
6. Provide over-voltage and over-current protection to withstand a 150 percent current overload for 3 seconds minimum without trip-out or failure.
7. Operational Ambient Conditions: 32 to 120 degrees F.
8. EM/RF meets FCC Class B and VDE 0871 for Class B and MIL-STD-810 for shock and vibration.
9. Line voltage units UL recognized and CSA approved.

#### **B. Power Line Filtering:**

1. Provide external or internal transient voltage and surge suppression component for all workstations and controllers.
2. Minimum surge protection attributes:
  - a. Dielectric strength of 1000 volts minimum.
  - b. Response time of 10 nanoseconds or less.
  - c. Transverse mode noise attenuation of 65 dB or greater.
  - d. Common mode noise attenuation of 150 dB or greater at 40 to 100 Hz.

### **2.04 LOCAL AREA NETWORK (LAN)**

- A. Provide communication between control units over local area network (LAN).
- B. LAN Capacity: Not less than 60 stations or nodes.
- C. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.
- D. LAN Data Speed: Minimum 19.2 Kb.
- E. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines utilizing modems.
- F. Transmission Median: Fiber optic or single pair of solid 24 gauge twisted, shielded copper cable.
- G. Network Support: Time for global point to be received by any station, shall be less than 3 seconds. Provide automatic reconfiguration if any station is added or lost. If transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 0993.
- C. Provide conduit and electrical wiring in accordance with Section 26 0519. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

**END OF SECTION**

**SECTION 23 2113**  
**HYDRONIC PIPING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Hydronic system requirements.
- B. Heating and makeup water piping, above grade.
- C. Equipment drains and overflows.
- D. Pipe hangers and supports.
- E. Unions, flanges, mechanical couplings, and dielectric connections.

**1.02 RELATED REQUIREMENTS**

- A. Section 23 2500 - HVAC Water Treatment: Pipe cleaning.

**1.03 REFERENCE STANDARDS**

- A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2016.
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2018.
- C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2018.
- D. ASME B31.9 - Building Services Piping; 2017.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2018.
- F. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2019.
- G. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- H. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2020.
- I. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.
- J. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications; 2007 (Reapproved 2019).
- K. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding; 2011 (Amended 2012).
- L. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).
- M. AWWA C606 - Grooved and Shouldered Joints; 2015.
- N. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Include data on pipe materials, pipe fittings, valves, and accessories.

2. Provide manufacturers catalog information.
3. Indicate valve data and ratings.
4. Show grooved joint couplings, fittings, valves, and specialties on drawings and product submittals, specifically identified with the manufacturer's style or series designation.

C. Project Record Documents: Record actual locations of valves.

## **PART 2 PRODUCTS**

### **2.01 HYDRONIC SYSTEM REQUIREMENTS**

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.
- B. Piping: Provide piping, fittings, hangers, and supports as required, as indicated, and as follows:
  1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
  2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
  3. Grooved mechanical joints may be used in accessible locations only.
    - a. Accessible locations include those exposed on interior of building, in pipe chases, and in mechanical rooms, aboveground outdoors, and as approved by Architect.
    - b. Use rigid joints unless otherwise indicated.
  4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
  1. Where grooved joints are used in piping, provide grooved valve/equipment connections if available; if not available, provide flanged ends and grooved flange adapters.
- D. Valves: Provide valves where indicated:
  1. Provide drain valves where indicated, and if not indicated, provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch gate valves with cap; pipe to nearest floor drain.
  2. Isolate equipment using butterfly valves with lug end flanges or grooved mechanical couplings.
  3. For throttling, bypass, or manual flow control services, use globe, ball, or butterfly valves.

### **2.02 HEATING AND MAKEUP WATER WATER PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, black, using one of the following joint types:
  1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  2. Threaded Joints: ASME B16.3, malleable iron fittings.

3. Grooved Joints: AWWA C606 grooved pipe, fittings of same material, and mechanical couplings.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn, using one of the following joint types:
  1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings.
    - a. Solder: ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
    - b. Braze: AWS A5.8M/A5.8 BCuP copper/silver alloy.
  2. Mechanical Press Sealed Fittings: Double pressed type complying with ASME B16.22, utilizing EPDM, nontoxic synthetic rubber sealing elements.

### **2.03 EQUIPMENT DRAINS AND OVERFLOWS**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40 galvanized; using one of the following joint types:
  1. Threaded Joints: Galvanized cast iron, or ASME B16.3 malleable iron fittings.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
  1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.

### **2.04 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
- B. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge-shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

### **2.05 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS**

- A. Unions for Pipe of 2 Inches and Less:
- B. Flanges for Pipe 2 Inches and Greater:
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
  1. Dimensions and Testing: In accordance with AWWA C606.
  2. Mechanical Couplings: Comply with ASTM F1476.
  3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
  4. When pipe is field grooved, provide coupling manufacturer's grooving tools.
- D. Dielectric Connections:
  1. Flanges:
    - a. Dielectric flanges with same pressure ratings as standard flanges.

- b. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
  - c. Dry insulation barrier able to withstand 600-volt breakdown test.
  - d. Construct of galvanized steel with threaded end connections to match connecting piping.
  - e. Suitable for the required operating pressures and temperatures.
2. Unions:
- a. 1/2 to 1 Inches: Brass solder to galvanized FPT.
  - b. 1/2 to 2 Inches: Brass solder to galvanized FPT.
  - c. 1/2 to 1 Inches: Brass to galvanized FPT or FIP (Female Iron Pipe).
  - d. 3/4 to 1/2 Inch Reducer: Brass solder to galvanized FPT.
  - e. Service: 250 psi, minus 20 to 180 deg F.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Prepare pipe for grooved mechanical joints as required by coupling manufacturer.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare piping connections to equipment using jointing system specified.
- E. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- F. After completion, fill, clean, and treat systems. See Section 23 2500 for additional requirements.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- C. Install piping to conserve building space and to avoid interference with use of space.
- D. Group piping whenever practical at common elevations.
- E. Slope piping and arrange to drain at low points.

#### **3.03 SCHEDULES**

- A. Hanger Spacing for Copper Tubing.
  1. 1/2 Inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
  2. 1 Inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
  3. 1-1/2 Inches and 2 Inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
- B. Hanger Spacing for Steel Piping.
  1. 1/2 Inch, 3/4 Inch, and 1 Inch: Maximum span, 7 feet; minimum rod size, 1/4 inch.
  2. 1-1/4 Inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  3. 1-1/2 Inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  4. 2 Inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  5. 2-1/2 Inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.

6. 3 Inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
7. 4 Inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.

**END OF SECTION**

**SECTION 23 2114**  
**HYDRONIC SPECIALTIES**

**PART 1 GENERAL**

**1.01 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide product data for manufactured products and assemblies required for this project. Include component sizes, rough-in requirements, service sizes, and finishes. Include product description and model.

**PART 2 PRODUCTS**

**2.01 BALANCING VALVES**

- A. Size 2-1/2 inch and Larger:
  - 1. Provide ball, globe, or butterfly style with flow balancing, shut-off capabilities, memory stops, and minimum of two metering ports and flanged, grooved, or weld-end connections.
  - 2. Valve body construction materials consist of cast iron, carbon steel, or ductile iron.
  - 3. Internal components construction materials consist of brass, aluminum bronze, bronze, Teflon, EPDM, NORYL, or engineered resin.
  - 4. Maximum Service Operation: 175 psi at 250 degrees F.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install specialties in accordance with manufacturer's instructions.

**END OF SECTION**

**SECTION 23 2500**  
**HVAC WATER TREATMENT**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Materials.
  - 1. System cleaner.
  - 2. Closed system treatment (water).
- B. By-pass (pot) feeder.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide chemical treatment materials, chemicals, and equipment including electrical characteristics and connection requirements.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. System Cleaner:
  - 1. Liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products; sodiumtripoly phosphate and sodium molybdate.
  - 2. Biocide chlorine release agents such as sodium hypochlorite or calcium hypochlorite or microbiocides such as quarternary ammonia compounds, tributyltin oxide, methylene bis (thiocyanate).
- B. Closed System Treatment (Water):
  - 1. Sequestering agent to reduce deposits and adjust pH; polyphosphate.
  - 2. Corrosion inhibitors; boron-nitrite, sodium nitrite and borax, sodium totyltriazole, low molecular weight polymers, phosphonates, sodium molybdate, or sulphites.
  - 3. Conductivity enhancers; phosphates or phosphonates.

**2.02 BY-PASS (POT) FEEDER**

- A. Manufacturers:
  - 1. Griswold Controls: [www.griswoldcontrols.com/#sle](http://www.griswoldcontrols.com/#sle).
  - 2. J. L. Wingert Company: [www.jlwingert.com/#sle](http://www.jlwingert.com/#sle).
  - 3. Neptune, a brand of the Dover Company: [www.neptune1.com/#sle](http://www.neptune1.com/#sle).
- B. 2 gal quick opening cap for working pressure of 175 psi.

**PART 3 EXECUTION****3.01 CLEANING SEQUENCE**

- A. Concentration:
  - 1. As recommended by manufacturer.
- B. Hot Water Heating Systems:
  - 1. Apply heat while circulating, slowly raising temperature to 160 degrees F and maintain for 12 hours minimum.

2. Remove heat and circulate to 100 degrees F or less; drain systems as quickly as possible and refill with clean water.
3. Circulate for 6 hours at design temperatures, then drain.
4. Refill with clean water and repeat until system cleaner is removed.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.

### **3.03 CLOSED SYSTEM TREATMENT**

- A. Provide one bypass feeder on each system. Install isolating and drain valves and necessary piping. Install around balancing valve downstream of circulating pumps unless indicated otherwise.
- B. Introduce closed system treatment through bypass feeder when required or indicated by test.
- C. Provide 3/4 inch water coupon rack around circulating pumps with space for 4 test specimens.

**END OF SECTION**

**SECTION 26 0519****LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES****PART 2 PRODUCTS****1.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

**1.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
  - 2. Control Circuits: 14 AWG.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. Equipment Ground, All Systems: Green.
    - b. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

**1.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN.

**1.04 METAL-CLAD CABLE**

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN or THHN/THWN.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

**1.05 POWER AND CONTROL TRAY CABLE**

- A. Description: NFPA 70, Type TC cable listed and labeled as complying with UL 1277.
- B. Conductor Stranding: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN or THHN/THWN.
- E. Jacket: PVC or Chlorinated Polyethylene (CPE).

**1.06 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

**1.07 ACCESSORIES**

- A. Electrical Tape:
  - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

**B. Wire Pulling Lubricant:**

1. Listed and labeled as complying with UL 267.
2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
3. Suitable for use at installation temperature.

**PART 3 EXECUTION****2.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

**2.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA I (general workmanship).
- C. Install metal-clad cable (Type MC) in accordance with NECA 120.
- D. Installation in Raceway:
  1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  2. Pull all conductors and cables together into raceway at same time.
  3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Exposed Cable Installation (only where specifically permitted):
  1. Route cables parallel or perpendicular to building structural members and surfaces.
  2. Protect cables from physical damage.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- H. Terminate cables using suitable fittings.
  1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.

- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

**END OF SECTION**

## DOCUMENT 00708

GENERAL CONDITIONS – DPW  
Issued 2-05-2004; Revised as noted

PART	ITEM
1	DEFINITIONS
2	CONTRACT DOCUMENTS
3	NOTICE
4	ACCESS TO THE WORK
5	ACCIDENT PROTECTION
6	HAZARDOUS MATERIALS
7	SUBCONTRACTS
8	RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY
9	MUTUAL RESPONSIBILITY OF CONTRACTORS
10	PAYMENTS TO CONTRACTOR
11	CONTRACTOR'S TITLE TO MATERIALS
12	CHANGES IN WORK
13	PATENTS
14	ASSIGNMENTS
15	SUPERINTENDENCE BY CONTRACTOR
16	FAILURE TO COMPLETE WORK ON TIME
17	SUBSTANTIAL COMPLETION AND FINAL INSPECTION
18	DEFAULT AND TERMINATION OF CONTRACT
19	TERMINATION OF CONTRACT WITHOUT FAULT
20	ASSIGNMENT PROVISION

## PART I DEFINITIONS

- A. **Addendum.** Written and/or graphic information issued before opening *Proposals* that modifies or interprets the *Bidding Documents* by additions, deletions, clarifications or corrections.
- B. **Advertisement.** A public announcement in the form of an *Invitation to Bid*, inviting *Bids* for *Work* to be performed and/or *Materials* to be furnished.
- C. **Alteration Order.** A written agreement between the *Contractor* and the *Department* that amends the *Contract* and identifies *Work* that affects either the *Contract Sum*, *Completion Date*, *Credit*, or any combination thereof.
- D. **Alternate.** A proposed change in the *Work* described, in the *Contract Documents* providing the *State* with an option to select between alternative materials, products or systems, or to add or delete portions of *Work*.
- E. **Architect.** As defined in RSA 310-A:28, a person who, by reason of having acquired through professional education and practical experience an advanced training in building construction and architectural design and an extensive knowledge of building standards created to safeguard the public from hazards such as fire, panic, structural failure, and unsanitary conditions, is technically and legally qualified to practice architecture and who is licensed by the State of New Hampshire Board of Licensure for Architects to engage in the practice of architecture. The Architect has no contractual agreement with the *Contractor* and therefore shall not directly interact with the *Contractor*.
- F. **Award.** The acceptance of a *Bid* prior to execution of *Contract*.
- G. **Bid.** A complete and properly signed *Proposal*, submitted in accordance with the *Bidding Requirements*, to perform the *Work* for the amount or amounts stipulated therein.
- H. **Bid Bond.** A form of a *Proposal Guaranty* executed by the *Bidder* and a *Surety* to guarantee that the *Bidder* will enter into a *Contract* within a specified time.
- I. **Bid Opening Officer.** An authorized representative of the *Department*, who is responsible for opening and reading of *Bids*.
- J. **Bidder.** A *Corporation*, *Partnership*, or *Proprietorship* submitting a *Proposal*, subsequent to meeting the *Department's Bidding Requirements*.
- K. **Bidding Documents.** Collectively, the *Invitation to Bid*, *Bidding Requirements*, *Specifications*, *Drawings*, and *Addendum*.
- L. **Bidding Requirements.** The documents that contain information regarding bidding procedures with which a *Bidder* must conform and a *Proposal* that a *Bidder* shall use to submit a *Bid*.
- M. **Builders Risk Insurance.** A specialized form of property insurance that provides coverage for loss or damage during the course of construction.

- N. **Calendar Day.** A day shown on the calendar.
- O. **Certificate of Occupancy.** A document issued by the Office of the State Fire Marshal or its authorized representative certifying that all of, or a designated portion of a building, is approved for its designated use.
- P. **Certificate of Full or Partial Substantial Completion.** A document prepared by the *Department* when the *Project* reaches *Substantial Completion* and only issued after review and acceptance of the *Contractor's Request for Certificate of Full or Partial Substantial Completion*.
- Q. **Change Order.** A written agreement between the *Contractor* and the *Department* that identifies *Work* to be completed as part of an Allowance Item. Any change that affects either the *Contract Sum*, *Contract Time* or *Credit* shall be processed as an *Alteration Order*.
- R. **Clerk of the Works.** An authorized representative identified by the *Department*, responsible for observing construction on the State's behalf for conformance with the *Contract Documents*.
- S. **Commercial General Liability Insurance.** A broad form of liability insurance covering claims for bodily injury and property damage which combines under one policy coverage for business liability exposures, except those specifically excluded.
- T. **Commissioner.** The Commissioner of the State of New Hampshire Department of Administrative Services.
- U. **Completion Date.** The last day of the time allotted or the specific date established as identified in the *Contract Documents* for *Substantial Completion* of the *Work*, including any authorized extensions.
- V. **Consultant.** The *Architect*, *Engineer*, and/or professional engaged to develop/provide *Drawings*, *Specifications* and/or other services for the *Project*. The Consultant has no contractual agreement with the *Contractor* and therefore all interaction between any Consultant and the *Contractor* shall be done thru the *Contract Administrator*.
- W. **Contract.** The written agreement between the *Department* and the *Contractor* setting forth the obligations of the parties as outlined in the *Contract Documents*.
- X. **Contract Administrator.** The *Department's* Division of Public Works Project Manager or other appointed representative having specific authority per RSA 228:5 to act on the *Department's* behalf and shall be responsible for general supervision, control, and direction over all matters pertaining to design, construction, maintenance standards, preservation, and administration of the *Contract*.
- Y. **Contract Bond.** The approved form of security in compliance with RSA 447:16 executed by the *Contractor* and their *Surety* or *Sureties*, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the construction of the *Project*.

- Z. **Contract Documents.** Collectively, the *Invitation To Bid, Bidding Requirements, Contract Bond, Specifications, Drawings, Addendum*, and other documents included in the *Contract*, and modifications, clarifications, authorized *Alteration Orders and Change Orders* issued after the execution of the *Contract*, to complete the *Project*. All documents shall be written in English.
- AA. **Contract Sum.** The amount stated in the *Contract*. This sum shall be derived from the *Lump Sum Base Bid, Lump Sum Grand Total, or Negotiated Price*; modified to reflect the acceptance of any *Alternates*. The *Notice to Proceed* shall state the amount that the *State* is obligated to pay the *Contractor*.
- BB. **Contractor.** The *Corporation, Partnership, or Proprietorship*, or any combination thereof, contracting with the *State* for performance of prescribed work.
- CC. **Contractor's Request for Certificate of Full or Partial Substantial Completion.** A document prepared by the *Contractor* when the *Project* reaches *Substantial Completion*.
- DD. **Contractual Liability.** Liability assumed by the *Contractor* under a *Contract*.
- EE. **Corporation.** A legal entity organized under the laws of a particular jurisdiction who is legally authorized to do business in the *State*.
- FF. **Credit.** Any Change that results in a reduction in the *Contract Sum or Lump Sum Grand Total* Items. All credits shall be processed by an *Alteration Order* and may include modifications to *Lump Sum Grand Total* Items.
- GG. **Day.** Unless designated as a *Working Day*, or unless otherwise indicated, this term will mean a *Calendar Day*.
- HH. **Department.** The *State of New Hampshire Department of Administrative Services*.
- II. **Drawings (Plans).** The graphic and pictorial documents or reproductions thereof, which show the location, character, dimensions, and details of the prescribed work.
- JJ. **Final Completion.** Term denoting that the *Work* has been completed in accordance with the terms and conditions of the *Contract Documents* and all *Punch List* items have been completed.
- KK. **Final Payment.** Payment made by the *State* to the *Contractor*, upon *Final Completion*.
- LL. **General Conditions.** The part of the *Contract Documents* establishing the rights, responsibilities and relationships of the parties.
- MM. **Hazardous Material.** Shall include any material regulated by federal or state law and shall include but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive material, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances.

- NN. **Indemnification.** A contractual obligation by which one person or entity agrees to reimburse others for loss or damage arising from specified liabilities.
- OO. **Invitation to Bid.** A portion of the *Bidding Documents*; the *Advertisement* for *Proposals* for *Work* or *Materials* on which *Bids* are requested. The *Advertisement* will indicate the time and place of the opening of *Proposals*, the type and location of *Work* to be performed, the character and quantity of the *Material* to be furnished and provide information on how to obtain *Drawings*, *Specifications* and *Proposal*.
- PP. **Liability Insurance.** A contract under which an insurance company agrees to protect a person or entity against claims arising from a real or alleged failure to fulfill an obligation or duty to a third party who is a named or an incidental beneficiary.
- QQ. **Lump Sum Base Bid.** One type of *Proposal* where the *Bid* is established by a single item price to perform all *Work* excluding any *Alternates* that may or may not become part of the *Contract*.
- RR. **Lump Sum Grand Total.** One type of *Proposal* where the *Bid* is established as a total of various items to perform all *Work* excluding any *Alternates* that may or may not become part of the *Contract*.
- SS. **Low Bid.** The *Bid* stating the lowest price proposed for performance of the *Work*, conforming to the *Bidding Documents*.
- TT. **Lowest Responsible Bidder.** The *Bidder* who submits the lowest bona fide *Bid* and is considered by the Department to be fully responsible and qualified to perform the *Work* for which the *Bid* is submitted.
- UU. **Material(s).** Any substance and/or product specified for use in the construction of the *Project* and its appurtenances.
- VV. **Negotiated Price.** A *Proposal* modified by the *Lowest Responsible Bidder* thru communication with the Department and *Using Agency(ies)* in which changes are made to the *Proposal* and/or *Completion Date* as required to meet budget, funding or scheduling requirements.
- WW. **Notice to Proceed.** A written notice to the *Contractor* to proceed with a portion of or all of the *Contract Work*; including the beginning of *Contract* time when applicable. The *Notice to Proceed* shall act as the final step in awarding the *Contract* or portion thereof.
- XX. **Occurrence Policy.** An insurance policy that covers acts or omissions occurring during the policy term, regardless of when a claim against the insured is first asserted, even if the policy is no longer in existence.
- YY. **Owner's Protective Liability Coverage.** Third-party legal liability insurance coverage protecting the *State* from claims arising from the construction process.
- ZZ. **Partnership.** An association of two or more persons or entities to conduct a business that shares profits and losses at a certain proportion.

- AAA. **Professional Engineer.** Referred to as Engineer. As defined in RSA 310-A:2, a person who by reason of advanced knowledge of mathematics and the physical sciences, acquired by professional education and practical experience, is technically and legally qualified to practice engineering, and who is licensed by or otherwise authorized by State of New Hampshire Professional Engineers Board to engage in the practice of engineering. The Engineer has no contractual agreement with the *Contractor* and therefore shall not directly interact with the *Contractor*.
- BBB. **Project.** The total construction of the *Work* to be performed.
- CCC. **Proposal.** A *Bidder's* offer, on *Department* prescribed forms, to perform stated work at the quoted price(s).
- DDD. **Proposal Guaranty.** The security furnished with a *Proposal*, which shall be a *Bid Bond*, provides that the *Bidder* if awarded the *Contract* will execute such *Contract* in accordance with the requirements of the *Bidding Documents*.
- EEE. **Proprietorship (Individual).** A form of business organization that is owned entirely by one person.
- FFF. **Provide.** To furnish and install a product, materials, systems, and/or equipment, complete in place, fully tested and approved.
- GGG. **Punch List.** A written document attached to the *Certificate of Substantial Completion* listing items to be completed or corrected prior to the *State's* approval of *Final Payment*.
- HHH. **Specifications.** The volume that is part of the *Contract Documents* which contain the *General Conditions*, *Supplementary General Conditions*, *Invitation to Bid*, and individual sections that consist of written requirements for material, equipment, construction systems, standards and workmanship, and other documents or reports as applicable.
- III. **State.** The State of New Hampshire.
- JJJ. **Subcontractor.** A *Corporation*, *Partnership*, *Proprietorship*, Joint Venture or any combination thereof, to whom the *Contractor* sublets any part of the *Contract*.
- KKK. **Substantial Completion.** As determined by an inspection by the *Department* that the work or portion thereof is substantially complete, in accordance with the *Contract Documents*, such that the *State* may occupy or utilize the *Work* for its intended use without disruption or interference by the *Contractor* in completing or correcting any remaining unfinished or unacceptable *Work*.
- LLL. **Substitution.** A *Material*, product or item of equipment in place of that specified.
- MMM. **Superintendent.** The *Contractor's* authorized representative responsible for field supervision, coordination, and completion of the *Work*.
- NNN. **Supplementary General Conditions.** A part of the *Contract Documents* which supplements and may also modify, change, add to or delete from provisions of the *General Conditions*.

- OOO. **Surety.** A *Corporation, Partnership, or Proprietorship* other than the *Contractor*, executing a bond furnished by the *Contractor*.
- PPP. **Umbrella Liability Insurance.** Insurance providing coverage in an amount above existing liability policies.
- QQQ. **Unit Price.** An amount stated in a *Lump Sum Grand Total Bid* as a price per unit for an item or portion of the contract or for specific materials and/or services described in the *Contract Documents*.
- RRR. **Using Agency.** The executive department, commission, independent establishment, public corporation which is an instrumentality of a state board, bureau, division, institution, service, office, officer, authority, administration or other establishment in the executive branch of the government, who are responsible for the facility and/or will occupy the facility after and/or during the Work. The Using Agency(ies) has/have no contractual agreement with the *Contractor* and therefore shall not direct the *Contractor* in any way.
- SSS. **Work.** The construction and services required by the *Contract Documents* to furnish all labor, materials, equipment, and incidentals necessary to complete the duties, obligations, and requirements imposed by the *Contract*.
- TTT. **Workers' Compensation Insurance.** Insurance covering the liability of an employer to employees for compensation and other benefits required by workers' compensation laws with respect to injury, sickness, disease or death arising from their employment.
- UUU. **Working Day.** Any calendar day, except Saturdays, Sundays, and Contract designated legal holidays.

## PART 2 CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the Invitation to Bid, Contract Agreement, General Conditions, Supplementary General Conditions, Drawings and Specifications, including all Addenda issued prior to execution of the Contract, wage scales where applicable, Bonds where required, insurance certificates, other documents listed in the Agreement and Modifications issued after the execution of the Contract, Change Orders and Alteration Orders issued in accordance with Part 12 of the General Conditions.
- A. Hierarchy of the Contract Documents shall be interpreted according to the following classes:
1. Department approved modifications to the Contract Documents after execution of the Contract.
  2. Addenda.
  3. Supplemental General Conditions.
  4. General Conditions.
  5. Division I – General Requirements.
  6. Remaining Specifications.
  7. Larger Scale Drawings & Details.
  8. Remaining Drawings.
- 2.2 A fully executed Contract shall not be in effect until approved by the Governor and Council and an issuance of the Notice to Proceed by the Division.
- 2.3 This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Contract shall be construed according to the laws of the State. No portion of this Contract shall be understood to waive the sovereign immunity of the State. This Contract shall not be amended, except as specified in Parts 13 and 20.
- 2.4 The Contract Documents are complementary and anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required by all.
- 2.5 Should the Contract Documents contain inconsistencies within a class identified in Item 2.1A, the Contractor shall provide the better quality or greater quantity of work and/or materials. The Contractor shall identify any perceived discrepancies to the Contract Administrator prior to proceeding.
- 2.6 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.

- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 The Drawings are made to scale as identified therein, but all working dimensions shall be taken from the figured dimensions and by actual measurements at the job; in no case by scaling. The Contractor shall study and compare all of the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his/her work that might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Contract Administrator.
- 2.12 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.

### PART 3 NOTICE

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

### PART 4 ACCESS TO THE WORK

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

## PART 5 ACCIDENT PROTECTION

- 5.1 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.

## PART 6 HAZARDOUS MATERIALS

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

#### PART 7 SUBCONTRACTS

- 7.1 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.
- 7.2 The Contractor shall be as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- 7.3 The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required to complete the work.
- 7.4 The Commissioner will not undertake efforts to settle or resolve any differences between the Contractor and Subcontractors or between Subcontractors.
- 7.5 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power to terminate any subcontract that the Commissioner may exercise over the Contractor under any provisions of the Contract Documents.

#### PART 8 RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

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

#### PART 9 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

**PART 10 PAYMENTS TO CONTRACTOR**

- 10.1 The State will process payments to the Contractor each month on the basis of duly certified and approved estimates of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration. Payments will only be approved in an amount no greater than the percentage of project completion, as determined by the Contract Administrator.
- 10.2 At least ten (10) days before the end of the billing period, the Contractor shall submit to the Contract Administrator, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Commissioner may require. If payment is to be made for materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon inspection and/or observation by the Department and submission by the Contractor of bills of sale or such other procedure satisfactory to the Commissioner to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site.
- 10.3 Immediately upon receipt of the Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors have clear access.
- 10.4 Retainage:
- A. Contract Payment Withheld: A 5% retainage shall be withheld from each Progress Payment until issuance of a Certificate of Substantial Completion.. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.
- 10.5 Retainage will be released at Final Payment.
- A. After the Certificate of Substantial Completion has been issued, upon written application by the Contractor and with the approval of the Surety, the Commissioner may release a portion of the retained amount.
- 10.6 Payment for Material On Hand:
- A. Partial payments are made for materials to be incorporated in the Work, provided the materials meet the requirements of the Contract and are delivered on, or in the vicinity of, the Project site and stored in acceptable places. Partial payments will not exceed 90 percent of the Contract unit price for the item or the amount supported by copies of paid invoices, freight bills, or other supporting documents required by the Department. The quantity paid will not exceed the corresponding quantity estimate in the Contract. No partial payment will be made on living or perishable materials until incorporated in the Work.
- B. When material payments exceed \$100,000 or 10 percent (10%) of the total contract amount, whichever is less, notarized copies of paid invoices or copies of canceled checks for all such materials must be submitted to the Contract Administrator within 45 days of the end date of the estimate on which the material allowance was paid. Failure to provide

such documentation will result in the deduction of such material allowance from future estimates until documentation is provided.

- C. All material and work covered by partial payments made shall thereupon become the sole property of the State, but this provision shall not be construed as relieving the Contractor of the sole responsibility of all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the State to require the fulfillment of all the terms of the Contract.

10.7 Payment for Material Not on Hand:

- A. Upon receipt of a written request by the Contractor, partial payment may be made for acceptable, fully-fabricated, nonperishable materials not delivered that are unique to the Project provided the materials meet the requirements of the Contract and are stored in excess of 30 days at locations approved by the Department, and provided all required certificates of compliance, mill test reports, shop inspector's acceptance and any other required materials certification have been furnished. Materials shall be identifiable and accessible for inspection. Storage areas shall provide adequate protection so that such materials will meet the Contract requirements upon delivery to the site. Pictures must be provided for any material stored out of State. Pictures must show manufacturer, tracking labels and amount.
- B. Partial payment will be based on the actual cost to the Contractor as indicated on invoices furnished to the Contract Administrator. When material payments exceed \$100,000 or 10 percent of the total contract amount, whichever is less, notarized copies of paid invoices or copies of canceled checks for all such materials must be submitted to the Contract Administrator within 45 days of the end date of the estimate on which the material allowance was paid. Failure to provide such documentation will result in the deduction of such material allowance from future estimates until documentation is provided. Payment shall not exceed 90 percent of the bid price. NO payment will be made on materials for any item in the contract whose total dollar value is less than \$5,000. Approval of partial payment will not constitute final acceptance of the materials for use in completing items of work.

10.8 Release of Claims:

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver a complete release of all claims arising under and by virtue of this Contract, including claims for all Subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all Subcontractors and suppliers have been paid. The Commissioner, may pay any and all such claims, in whole or in part, and deduct the amount or amounts so paid from any partial or final payment.

10.9 Final Payment:

- A. Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, amended by approved alteration orders, less previous payments minus

liquidated damages, additional penalties or holdbacks. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

10.10 Acceptance of Final Payment Constitutes Release:

- A. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the 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.

PART 11 CONTRACTOR'S TITLE TO MATERIALS

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

PART 12 CHANGES IN WORK

- 12.1 No charge for any extra work or material will be allowed without a fully executed Alteration Order. (Refer to Specification Section 01200-Price and Payment Procedures)
- 12.2 The Commissioner may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and Completion Date of the Contract and within the general scope thereof.
- 12.3 If any part of the work as installed be at variance with the Contract requirements, the Department may allow all or any part of such work to remain in place, if found to be in the best interest of the State, subject to proper adjustment in the Contract Price. Acceptance of installed work in one instance or in any instance does not constitute a waiver of Specifications, General Conditions or contract requirements.

**PART 13 PATENTS**

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

**PART 14 ASSIGNMENTS**

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

**PART 15 SUPERINTENDENCE BY CONTRACTOR**

- 15.1 The Contractor shall have on the project site, at all times when work is being performed, a competent English speaking Superintendent capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, satisfactory to the Department. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.
- A. The Superintendent shall be responsible for verifying that all materials, installation, coordination, and workmanship are in conformance with the contract documents.
  - B. Unless the Department has granted prior written approval, the Superintendent shall not, himself, engage in "hands-on" construction work.
  - C. In the event the Superintendent fails or refuses to perform functions mentioned above as determined by the Department, the Contractor agrees to a stipulated penalty of \$1,200.00 per day, in addition to any liquidated damages provided hereunder.

## PART 16 FAILURE TO COMPLETE WORK ON TIME

- 16.1 If the Contractor fails to complete all of the work or sections of the Project, if sections are indicated, within the time specified in the Contract or within any additional time allowed, for each working day the Liquidated Damages identified in 16.3 will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidated damages for inconvenience to the State and for reimbursing the Department and Using Agency the cost of the Administration of the Contract, including personnel, time, engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and its Surety shall be liable to the State for such deficiency.
- 16.2 If the Division of Public Works Design & Construction permits the Contractor to continue and finish the work after the time fixed for its completion, it shall in no way operate as a waiver on the part of the State of any of its rights under the Contract. When the final acceptance has been duly made by the Department, any liquidated damage charges shall end.
- 16.3 The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule:

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

**PART 17 SUBSTANTIAL COMPLETION AND FINAL INSPECTION**

- 17.1 The Contractor shall provide a signed Substantial Completion Application to the Contract Administrator when the work is believed to be substantially complete, in accordance with specification section 01700, accompanied by a list of items, referred to as the Punch List, to be completed or corrected. The failure to include any items of such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Department who determines that the work is substantially complete, a Certificate of Substantial Completion will be issued.
- A. The Certificate of Substantial Completion shall:
1. Include any modifications to the Punch List or value as determined by the Department.
  2. Establish the Date of Substantial Completion.
    - a. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.
  3. Identify the responsibilities of the State and the Contractor for security, maintenance, heat, utilities, and damage to the work and insurance.
  4. Fix the time limit within which the Contractor shall complete the items listed herein.
- 17.2 Partial Occupancy or Use: The State may take occupancy or use of completed or partially completed portions of the work upon written agreement between the Commissioner and the Contractor. Said partial occupancy or use shall have the approval of the insurer and Code enforcement authorities having jurisdiction. Said partial occupancy or use, (whether substantial completion has been obtained or not) provided the Department and Contractor have agreed upon written terms detailing each of the entities responsibilities in their entirety, may be exercised under these General Conditions.
- A. A Written agreement shall stipulate the time period for completion of all Work and the commencement date for all applicable contract warranties. Said written agreement shall be preceded by a Contractor generated listing of all incomplete Work, meeting with the approval of the Department, before partial occupancy or use is taken by the State with prior approval of the Division.
- 17.3 If the Contractor fails to complete the items on the "punch list," by the date specified on the Substantial Completion Certificate, then in addition to the corrective measures listed in the Certificate of Substantial Completion, the State may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies so used. The Surety may be notified of any delay or failure to complete the work.
- 17.4 Upon written notice that the work is ready for final inspection and acceptance, the Department shall promptly make such inspection, to determine the work is acceptable under the Contract Documents and the Contract fully performed. The Contractor shall submit a request for payment, specifically identifying Final Payment. The Contractor shall provide all certificates and reports, as required, throughout the contract and shall coordinate their preparation and submission prior to request for final payment. Failure to submit such certificates and reports shall be considered default of contract.

**PART 18 DEFAULT AND TERMINATION OF CONTRACT****18.1 If the Contractor:**

- A. Fails to begin work under Contract within the time identified in specification section 01100.
- B. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the prosecution of the work, or
- E. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or
- F. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency, or
- G. Makes an assignment for the benefit of creditors, or
- H. For any other causes whatsoever, fails to carry on the work in an acceptable manner.

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

- A. Upon receipt of Notification of Default and the Contractor or Surety does not proceed in accordance with said Notification, then the Commissioner will Terminate the Contract. Upon which, the Commissioner shall have full power and authority, without violating the Contract, to assume the prosecution of the work. The Commissioner may enter into one or more agreements for the completion of said Contract according to the terms and conditions thereof, or use such other methods as will be required for the completion of said Contract in an acceptable manner.
  - 1. All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

**PART 19 TERMINATION OF CONTRACT WITHOUT FAULT**

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

**PART 20 ASSIGNMENT PROVISION**

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

END OF SECTION

## SECTION 01200

## PRICE AND PAYMENT PROCEDURES

## PART I GENERAL

## 1.1 SECTION INCLUDES

- A. Allowances.
- B. Schedule of values.
- C. Requisition for payment.
- D. Change procedures.
- E. Defect assessment.

## 1.2 ALLOWANCES

- A. Allowance: Include in the Contract, a stipulated sum/price of \$13,000.00 for use upon the Bureau's instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- C. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Contract Administrator. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- D. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- E. Notwithstanding the Contractor's objection, the Contract Administrator may at any time reduce the funds remaining in the Allowance by Alteration Order.
- F. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

### 1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- C. Format: Utilize Table of Contents of these Specifications. Identify each line item with number and title of major specification Section. Identify bonds and insurance.
- D. Revise schedule to list approved Alteration Orders, with each Requisitions For Payment.

### 1.4 REQUISITION FOR PAYMENT

- A. Submit one electronic copy of each application on the Division's Requisition for Payment Form.
- B. Content and Format: Items on the Requisition for Payment shall be consistent with the items on the Proposal Form. Utilize the Schedule of Values as documentation for payment items.
- C. Submit updated construction schedule with each Requisition for Payment.
- D. Payment Period: Submit at intervals stipulated in Document 00708 General Conditions — DPW, Item 10.
- E. Substantiating Data: When the Contract Administrator requires substantiating information, submit data justifying dollar amounts in question.
- F. Include the following with Requisition for Payment, payment will not be processed if any items are missing or incomplete:
  - 1. Current construction photographs specified in Section 01330.
  - 2. Record documents as specified in Section 01700, for review by the Contract Administrator.
  - 3. Affidavits attesting to off-site stored products and photographs of products stored out of State.
  - 4. Construction progress schedules, RFI log, Change Order Log and submittal log, revised and current as specified in Section 01330.

### 1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Contract Administrator will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time, or that may be necessary to carry out the work included in the Contract, by issuing supplemental instructions.

- C. The Contract Administrator may issue a Proposal Request including a detailed description of proposed change(s) with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. The Contractor will prepare and submit estimate within ten days.
- D. Contractor may propose changes by submitting a request for change(s) to the Contract Administrator, describing proposed change and its full effect on the Work. Each request shall be a separate item and sequentially numbered. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by the Contract Administrator. Submit the breakdown of the following items on a Bureau Stipulated Sum/Price Change Order Form for review and approval by the Contract Administrator:
1. The Contractor shall include the following indirect costs for work performed by the General Contractor as part of the Contractors' price:
    - a. Worker's Compensation and Employee Liability.
    - b. Unemployment and Social Security Taxes.
  2. In addition to the above indirect costs the General Contractor shall be allowed the following markups:
    - a. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor
    - b. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.
    - c. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
    - d. Ten percent (10%) on that part of work performed by Subcontractors.
    - e. The same percentages above shall apply to Subcontractors.
  3. On any change that involves a net credit to the State, no allowance for overhead, supervision and profit shall be figured.
  4. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which

are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

- G. Construction Change Directive : The Contract Administrator may issue directive, signed by the Bureau Administrator or Assistant Administrator, instructing the Contractor to proceed with change in the Work, for subsequent inclusion in a Time and Material Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change. Failure to comply will result in Default of Contract.
- H. Time and Material Change Order: Submit itemized account and supporting data within 10 days of completion of change. The Contract Administrator will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
1. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
  2. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation. If acceptable, a Change Order for a Not to Exceed Amount will be prepared.
  3. The Contractor as payment in full, including superintendence and overhead, shall accept the compensation herein provided and profit, for extra work performed. For all such work, the Contractor shall furnish certified copies of the payrolls on forms provided for that purpose, invoices of all materials, and such other information as may be required by the Contract Administrator. Submit the breakdown of items on a Bureau Time and Material Change Order Form for review and approval by the Contract Administrator:
    - a. Labor (Actual wage + 40%): The Construction Superintendent is responsible for logging the time for each individual. For all laborers and foremen engaged on the specific operation and entered directly on the Contractor's payroll, the Contractor will receive the actual rate of wage for each and every hour said laborers and Foremen are actually engaged in such work to which will be added an amount equal to forty percent (40%) of the sum thereof, which percentage shall include the cost percentages of the following items as applied to the labor cost involved:
      - 1) Contract Bond Premium.
      - 2) Public Liability Insurance.
      - 3) Worker's Compensation Insurance.
      - 4) Federal Social Security.
      - 5) Unemployment Compensation Taxes
    - b. Materials (Actual Cost + 10%): For all materials entering permanently into the work plus freight charges thereon, and for all labor not entered directly on his payroll, the Contractor will receive the actual cost, as shown by original receipted bills forwarded to the Contract Administrator, to which cost will be added an amount equal to ten percent (10%) of the sum thereof. Bills presented by the Contractor for material taken back from his stock will be subject to the ten percent (10%) allowance if approved by the Contract Administrator.

- c. Equipment (Reasonable Rental Charge + 0%): For any trucks, machinery or special equipment, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be agreed upon in writing before the work is begun and shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does not include small tools and accessories for small tools.
  4. In addition to the above costs the General Contractor shall be allowed the following markups:
    - a. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor
    - b. Ten percent (10%) on that part of work performed by Subcontractors.
    - c. The same percentages above shall apply to Subcontractors.
  5. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- I. Any Changes that result in a credit to any portion of the contract and/or a change in the Contract Time must be processed as an Alteration Order except as provided for in Item 1.2E.
- J. Execution of Alteration Orders: Bureau of Public Works will issue Alteration Orders per the following procedures.
1. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
  2. Bureau Accountant will prepare an Alteration Order on a Bureau form.
  3. Bureau Administrator or Assistant Administrator will issue the Alteration Order to the Contractor for review and signature.
  4. Contractor submits signed Alteration Order to the Bureau Administrator.
  5. The Bureau completes the Alteration Order with the signature of the Bureau Administrator or Assistant Administrator.
  6. A fully signed and executed Alteration Order is issued to Contract Administrator, Clerk of the Works, Contractor, and Using Agency.
- K. Execution of Change Orders: The Contractor is responsible for preparing and updating a spreadsheet log itemizing all Proposed Changes. A separate spreadsheet shall be completed for each Allowance Item. The spreadsheet shall include columns for Proposed Change Number, Description, Amount of Change, Status, and Approved Amounts. In addition a current balance remaining shall be included. Change Orders will be processed per the following procedures:
1. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request additional items, back-up information, and request any possible changes or clarifications.
  2. Contract Administrator and Using Agency Representative signs Change Order.
  3. Contractor can proceed with Change Order Work with direction from the Contract Administrator.

4. Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
  5. Fully signed and executed Change Order is issued to the Contract Administrator, Clerk of the Works, Contractor, and the Using Agency.
- L. Correlation Of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Alteration Order as separate line item and adjust Contract Sum/Price.
  2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  3. Promptly enter changes in Project Record Documents.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Contract Administrator, it is not practical to remove and replace the Work, the Contract Administrator will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- D. Defective Work will be repaired to instructions of and acceptance by the Contract Administrator, and unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.
- E. Authority of the Contract Administrator to assess defects and identify payment adjustments, is final.
- F. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from transporting vehicle.
  4. Products placed beyond lines and levels of required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling, and disposing of rejected products.

END OF SECTION

## SECTION 01300

## ADMINISTRATIVE REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Permits and fees.
- C. State Labor Requirements
- D. Steel Fabrication Requirements
- E. Preconstruction meeting.
- F. Site mobilization meeting.
- G. Progress meetings.
- H. Pre-installation meetings.
- I. Cutting and patching.
- J. Special procedures.

## 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements [, with provisions for accommodating items installed later].
- B. 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.
- C. Maintain proper environmental conditions for installation of all building components and materials. This shall include but not be limited to manufacturers recommended temperature and humidity requirements. Maintain a weather tight building envelope and protect new work from any kind of spillage.
- D. Prior to the start of any Work, provide an independent company to locate utilities potentially affected by the Work and as shown and/or identified in the Contract Documents. All utilities shall be identified by the Contractor on the Record Drawings.

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

### 1.3 PERMITS AND FEES

- A. Obtain and pay for all construction licenses, permits, and fees as may be required by law for construction of State's facility, and pay for all fees and charges, and use of the property other than the site of the work for storage of materials or other purposes. This includes permits and fees for State ADA (if required) and SHPO (if required).
  - 1. Per "**Saf-C 8100 State Building Permit System**" a Building Permit shall be obtained by the Contractor from the **Office of the State Fire Marshal (SFMO)**.
  - 2. **A Construction Permit has been applied for by the Division of Public Works.**
    - a. A complete set of Construction Documents has been submitted to the State Fire Marshal Office for review by DPW.
    - b. An application for building permit has been submitted to the State Fire Marshal Office by DPW to initiate review.
    - c. A copy of the SFMO **approval letter** will be transmitted to the awarded Contractor at the pre-construction meeting. This will include the original SFMO application number.
    - d. A copy of the **permission to sign as owner agent letter** will be transmitted to the awarded Contractor at the pre-construction meeting; and is included at the end of this section.
  - 3. After award, DPW will notify the SFMO of the identity of the awarded Contractor.
  - 4. After award, the Contractor will create a Collaborator Profile through the SFMO permitting software MYGOV, if one is not already created.
    - a. Instructions for becoming a 'Collaborator' on MYGOV are attached at the end of this section.
    - b. Public Portal here: [https://public.mygov.us/divisionoffiresafety\\_nh](https://public.mygov.us/divisionoffiresafety_nh)
    - c. "AGENCY" on MYGOV site refers to the "State of New Hampshire Division of Fire Safety."

- d. **Contractor will need to RE-APPLY for permit by completing a new application and paying the required fees for each permit required.**
- e. Contractor will need to submit electronic drawings for 'review' by the SFMO. Since the SFMO has already reviewed the set. This review should take no more than a couple days. Actual review will have been completed. If 'review' takes more than 5 working days, please notify the Contract Administrator.
- f. Contractor will need to submit a scan of the SFMO approval letter, received at the pre-construction meeting.
5. **Permit applications for the Trades (Mechanical, Mechanical gas, Electrical, Fire Protection, Plumbing and SWPPP) are 'sub-permits' to the Building Construction Permit and each requires a separate application and payment.**
6. **Application for ALL Permits must be submitted through MYGOV electronic permitting system. Direct questions to the State Fire Marshal's Office: (603) 223-4289; DOS.FMO.INSPEC@DOS.NH.GOV.**
7. **When applying for a permit you will need the following:**
  - a. Drawings and Specifications in electronic format. (Bid Documents).
  - b. A copy of the **SFMO approval letter** (Letter will be given to the Contractor by DPW at the pre-construction meeting).
  - c. **Basic Project Information** including address, project name, description (ref Section 01100 "summary"), etc.
  - d. **Basic Contractor/Subcontractor/Design Professional information**
  - e. A copy of **Permission to Sign Letter** from the DAS Commissioner must be copied and attached to EVERY APPLICATION by the applicant.
  - f. **Payment** for the permit fee.
8. **Please direct all questions related to permitting process and fees to District Chief Phil Biron at the Office of the State Fire Marshal – (603) 223-4289.**
9. **Fees for all re-inspections shall be paid by the Contractor as stated on the application form.**
10. **Immediately upon receipt of Permits from the Office of the Fire Marshal, Contractor shall transmit copies to the Contract Administrator.**
11. **NOTE: along with Permits the State Fire Marshal's Office will issue:**
  - a. A list of required inspections will be provided on the issued permit and the MYGOV Portal. All inspections will be maintained in the MYGOV Portal and available through the Collaborator Profile.
  - b. A set of 'approved' drawings bearing the SFMO stamp and signature. This set, or a set covered by the 'approved' cover sheet shall become the record set on site and be maintained throughout the project for use by the SFMO and Clerk of the Works.
  - c. Permits may be applied for, and Inspections may be requested at MYGOV, and at DOS.FMO.INSPEC@DOS.NH.GOV and by telephone at (603) 223-4289.
12. **Contractor shall post all paid Permits at the Contractor's Field Office or project site in a conspicuous location prior to beginning the work.**
13. **Fees for interface with municipal (Town or City) and/or Private Infrastructure (Liberty, Eversource, Etc.) must be applied for and paid for separately from this permit process. The General Contractor is responsible to apply for, obtain and pay for required permits from each municipality**

**and/or Private company as required. Unless noted otherwise in the Construction Documents.**

- B. Pay all applicable Federal, State, and Local sales and other taxes, except taxes and assessments on the real property comprising the site of the Project.
- C. **The Contractor's attention is called to RSA 72-B, Excavation Tax and related administrative rules of the Department of Revenue Administration, which among other provisions, levies a tax on earth and excavations as defined in RSA 155-E. The Contractor is required, on a yearly basis, to file a Notice of Intent to Excavate in each municipality where excavation operations are anticipated. Additionally, the Contractor shall post the Excavation Tax Certificate, received from the Dept of Revenue Administration, at the contractor's project bulletin board.**
- D. **Contractor must file with the Federal Aviation Administration in accordance with CFR Title 14 Part 77.9 at least 45 days prior to construction.**

#### 1.4 STATE LABOR REQUIREMENTS

- A. Work Certificate for Contractors Before Beginning Their Work on Public Projects
  - 1. Pursuant to RSA 21-I:80 and RSA 228:4-b, prior to any work being done by an individual contractor, such contractor, including ALL subcontractors and independent contractors, shall provide a Work Certificate for Contractors Before Beginning their Work on Public Projects (Work Certificate) to the Contract Administrator. Sample form can be obtained at <http://das.nh.gov/publicworks/pwdocuments.asp>
  - 2. The Work Certificate of this Contractor is required to be provided for APPROVAL of the Contract. This Work Certificate shall be provided to the Contractor during the Contract approval process by the NH DOT Bureau of Finance & Contracts. All required information shall be completed with attached documentation and shall be returned to the NH Department of Transportation, Bureau of Finance and Contracts.
  - 3. Subcontractors, including main and lower tier, will not be allowed to perform any work until their Work Certificates have been submitted to the Contract Administrator via this Contractor.
  - 4. This Contractor shall maintain a log of all submitted subcontractor Work Certificates on-site. The log shall identify all main and lower-tier subcontractors and the status of the Work Certificate submission. This log shall be reviewed at each Progress Meeting to coordinate scheduled work with required Work Certificate submissions. An up-dated log shall be submitted with each Payment Application.
  - 5. This Contractor shall keep a copy of all Work Certificates on the jobsite, either in electronic or hardcopy form.
- B. The Contractor shall obey all applicable State and Federal Labor laws.
- C. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the Contract Administrator a list of the names and addresses of the CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract. This list shall be provided at

the Preconstruction meeting. The name and address of each subcontractor shall be provided on the Subcontractor/Employee Master List (below).

- D. The Contractor shall maintain a Subcontractor/Employee Master List (Master List) of all personnel performing work on the job site, including the Contractor's employees, all subcontractors and subcontractor employees, and all independent contractors. Pursuant to RSA 21-I:81-b, the Master List shall identify which entity has hired each subcontractor and independent contractor and which entity is providing Workers Compensation coverage for the on-site personnel. The Master List shall also confirm that each employee has an OSHA-10 certification as required per RSA 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.
- E. The Master List shall be posted on the jobsite and updated as needed to reflect any new subcontractors and independent contractors. The Master List shall be reviewed at each Progress Meeting. On a monthly basis, the Contractor shall provide to the Contract Administrator a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.
- F. The Contractor shall maintain a daily log-in sheet of all personnel performing work on the jobsite. Personnel shall list their name, name of employer or identify themselves as independent contractors. No contractor, subcontractor or independent contractor performing work on the job site shall be allowed on site without first signing the daily log-in sheet.
- G. The Contractor shall verify that personnel listed on the daily log-in sheet are also listed on the Master List. If personnel are not listed on the Master List, they will not be allowed on site until their employer has certified, in writing, that the employee is covered under Workers Compensation coverage for the appropriate work classification noted on the Work Certificate.
- H. The Contractor shall post six (6) mandatory labor posters in a conspicuous, weather-tight place at the jobsite: Protective Legislation Law; Criteria to Establish an Employee or Independent Contractor; NH Minimum Wage Law; and Whistleblowers Protection Act; Workers Right to Know; Equal Pay Law. These posters can be found at the NH Dept. of Labor website <https://www.nh.gov/labor/forms/mandatory-posters.htm>
- I. The Contractor shall maintain, on the jobsite, copies of OSHA-10 certificates for all personnel listed on the Master List and required per RSA 277:5-a to have OSHA-10 certificates.

#### 1.5 STEEL FABRICATION REQUIREMENTS

- A. Pursuant to NH RSA 21-I:11(III), the following shall be incorporated into the Work.
1. Notwithstanding any law to the contrary relating to procurement and to the extent permitted by federal law, any contract for construction, reconstruction, alteration, repair, improvement, or maintenance of a public building or public works with

the state as a party shall contain a provision that for the permanently incorporated iron, structural steel, and fabricated structural steel used or supplied in the performance of the contract or any subcontract, strong consideration and preference shall be given for iron or steel fabricated in the United States. If the competitive bidding process results in all qualifying factors being equal, the contract shall be awarded to the contractor offering steel fabricated in the United States. In instances where qualifying factors are equal, absent of low price, and using domesticated structural steel, the state may reserve the option to purchase steel fabricated in the United States.

2. If a court or federal or state agency has determined that any person intentionally affixed a "Made in America" label to structural steel under this paragraph that was not made in the United States or otherwise falsely represented that structural steel under this paragraph was produced in the United States, the department of administrative services shall withhold contract payment until the structural steel can be replaced, or the noncompliance of this paragraph is otherwise remedied. Failure to comply with and/or produce a satisfactory remedy to the state may result in debarment proceedings under RSA 21-I:11-c, III.
3. If any provision of this paragraph or application thereof is held to be invalid or in conflict with any applicable laws, this invalidity or conflict shall not affect the other provisions or applications which shall be given affect without the invalid provisions or applications, and to this end, the provisions and applications of this paragraph are severable.

#### 1.6 PRECONSTRUCTION MEETING

- A. The Contract Administrator will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), [Architect/Engineer,] [Special Consultants,] Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Potential Agenda Topics:
  1. Distribution of Contract Documents. The Contract is responsible for any and all reproduction of Contract Documents.
  2. The Contractor shall submit Work Certificate(s) (as defined in this Section) for the Contractor and all known subcontractors.
  3. Submission of Work Certificate Log.
  4. Submission of names and addresses of the Contractor's CEO, CFO, other LLC principals, and each subcontractor. The name and address of each subcontractor shall be reported on the Master List.
  5. Submission of Master List of subcontractors and all personnel expected to be on site.
  6. Review daily log-in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List.
  7. Review file of OSHA-10 certificates for all on-site personnel required to be certified per RSA 277:5-a.
  8. Verify that all mandatory labor posters are posted in a conspicuous, weather-tight place.

9. Submission of list of products, schedule of values, and progress schedule.
10. Designation of personnel representing parties in Contract.
11. Use of premises by State and Contractor.
12. State's requirements and occupancy.
13. Construction facilities and controls provided by State.
14. Temporary utilities provided by State.
15. Security and housekeeping procedures.
16. Schedules.
17. Application for payment procedures.
18. Procedures for testing.
19. Procedures for maintaining record documents.
20. Requirements for start-up of equipment.
21. Inspection and acceptance of equipment put into service during construction period.

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

#### 1.7 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Attendance Required unless otherwise waived: Contract Administrator, Clerk of the Works, Using Agency Representative(s), Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Potential Agenda Topics:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems impeding planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review Work Certificate Log.
  7. Review Master List of subcontractors and on-site personnel.
  8. Review daily log-in sheets. Contractor shall verify that all personnel on log-in sheets are on Master List and all OSHA-10 certificates required per RSA 277:5-a are on file.
  9. Review of off-site fabrication and delivery schedules.
  10. Maintenance of progress schedule.
  11. Corrective measures to regain projected schedules.
  12. Planned progress during succeeding work period.
  13. Traffic Control Plan.
  14. Coordination of projected progress.
  15. Maintenance of quality and work standards.
  16. Effect of proposed changes on progress schedule and coordination.
  17. Other business relating to Work.

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

#### 1.8 PRE-INSTALLATION MEETING(S)

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

### PART 2 EXECUTION

#### 2.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of State or separate contractor.
- C. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.

- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, roof, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated/fire resistant material [in accordance with State Code, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to the Contract Administrator for decision or remedy.

## 2.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect [existing] work from weather and extremes of temperature and humidity. Provide temporary heating, cooling and dehumidification systems for specific product requirements identified within specification sections.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Contract Administrator for review.
- L. Where change of plane of 1/4inch or more occurs, submit recommendation for providing smooth transition to Contract Administrator for review.
- M. Replace portions of existing or new surfaces, which are damaged, lifted, discolored, or showing other imperfections, which do not conform to product specifications.
- N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- O. Finish surfaces as specified in individual product sections.

END OF SECTION

## SECTION 01330

## SUBMITTAL PROCEDURES

## PART I GENERAL

## I.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Subcontractor list.
- D. Proposed products list.
- E. Product data.
- F. Shop drawings.
- G. Samples.
- H. Design data.
- I. Test reports.
- J. Certificates.
- K. Manufacturer's instructions.
- L. Manufacturer's field reports.
- M. Erection drawings.
- N. Construction photographs.

## I.2 SUBMITTAL PROCEDURES

- A. Contractor to provide and maintain a collaborative, secure, online software for electronic exchanging, reviewing, and archiving construction submittals, RFI's and other design and construction communications. This software is for the use of the Contract Administrator, Clerk of the Works, Owner's Representatives, Architect/Engineer and special consultants and shall allow privileges to read and write. Submittal Exchange is the preferred software supplier, or equal, as approved by the Contract Administrator.
- B. Contractor to also provide one hard-copy of all approved submittals to the Clerk of the Works.

- C. At completion of the project the Contactor shall provide two (2) digital copies on and one (1) hard copy in the form of a three-ring binder with all information from contract document software.
- D. Transmit each submittal with Division accepted form.
- E. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- F. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Incomplete items or items submitted without the Contractor's signed stamp of approval thereon will be returned rejected.
- H. Schedule submittals to expedite Project Coordinate submission of related items. Deliver to:
- Engineer:  
Petros Papathomopoulos  
ppathomopoulos@mjinc.com  
Contract Administrator:  
Wyatt Porter-Brown  
james.a.porter-brown@das.nh.gov
- I. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Division and Contractor..
1. All shop drawings to be returned to Contractor from the Contract Administrator or A/E who will copy the Contract Administrator.
- J. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- K. Allow space on submittals for Contractor and Architect or Engineer review stamps.
- L. When revised for resubmission, identify changes made since previous submission.
- M. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.
- O. Work shall not begin until submittal items have been approved and returned to General Contractor by the Contract Administrator.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

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

### 1.4 SUBCONTRACTOR LIST

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

### 1.5 PROPOSED PRODUCT LIST

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

### 1.6 PRODUCT DATA

- A. Product Data: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus one hard copy to be kept on site for Contract Administrator, Clerk of the Works, Architect, Engineer, Subconsultant, and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

### 1.7 SHOP DRAWINGS

- A. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit one electronic copy via email, plus one copy to be kept on site for Contract Administrator, Clerk of the Works, Architect, Engineer, Subconsultant, and Using Agency will retain. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

### 1.8 SAMPLES

- A. Samples: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Contract Administrator for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Contract Administrator and Architect/Engineer selection and State approval.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Contract Administrator will retain one sample and Architect or Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.

### 1.9 DESIGN DATA

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

#### 1.10 TEST REPORTS

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

#### 1.11 CERTIFICATES

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

#### 1.12 MANUFACTURER'S INSTRUCTIONS

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

#### 1.13 MANUFACTURER'S FIELD REPORTS

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

#### 1.14 ERECTION DRAWINGS

- A. Submit to the Contract Administrator for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- B. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect, Engineer, or Contract Administrator.

#### I.15 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of construction throughout progress of Work produced by contractors photographer, acceptable to the Contract Administrator.
- B. Each month submit photographs with Application for Payment.
- C. Photographs: Submit digital images via e-mail.
- D. Take interior photographs indicating relative progress of the Work
- E. Take photographs as evidence of existing project conditions as follows:
  - I. Interior views
- F. Identify each image. Identify name of Project, [contract number] [phase] orientation of view, date and time of view.

END OF SECTION

## Collaborator Portal

MyGov's intuitive Collaborator Portal allows you to participate directly with an Agency and is equipped with a Dashboard that automatically updates in real-time, allowing you to stay up-to-date on all projects.

### Becoming A Collaborator

There are two ways to become a collaborator:

1. A person may request access to collaborate with an Agency by creating a new Collaborator account.
2. An Agency may extend an invitation to whom they would like to collaborate.

### Creating a Collaborator Account

1. Follow [this link](#) to begin creating your new account
2. Type in the required information
3. Click the checkbox once you have read and agreed to the Terms of Service
4. Click "Validate Email"
5. Check your email for a verification message containing a 6-Digit Code
6. Once received, enter the 6-Digit Code. Then click "Create Account"
7. Complete the information on your Contact Record
8. Click "Save Contact"
9. Click the checkboxes by the Agencies to work with online
10. Click "Send Request" to request access to work with the selected agencies.
11. You will automatically be logged into your Collaborator account. Once the requested agencies have accepted your request, you will see the status of your request updated to "Approved".

### Accepting an Invitation to Collaborate

1. An invitation email will be sent to you from the Agency.
2. Click the "Collaborator Interface" button in the email
3. Select "Collaborator Login". Using the email address and temporary password found in the email, log in to the Collaborator Interface
4. Once logged in, you will see your Dashboard and be prompted to finish your "Contact Details". Click this link and update information as needed.
5. Click "Save Contact" when finished
6. On your Dashboard, you will see agencies who have requested to collaborate with you.
7. To work with this agency, select "Send Approval"
8. Click "Yes, Accept This"
9. At the top left, next to your Main Dashboard icon, you will now see your Agency appear. You may select the agency to begin working with them.

### Resetting Your Password

1. Click "Forgot your password?"
2. Type in your email address and click "Reset Password"
3. Check your email for a message from MyGov, containing a temporary password.
4. Return to the [Login Page](#), and select "Collaborator Login"
5. Using the email address and temporary password, login to the Collaborator Interface
6. Once logged in, click the "Settings" tool in the top right corner of the page
7. Under "Enter Old Password" paste the temporary password
8. Confirm the new password, and click "Edit Contact" to save all changes

### Collaborator Portal - Main Dashboard

In the top, right corner of the page you will see:

- ❖ The option to "Logout".
- ❖ A "Settings" tool. Here you can edit your Contact Record or change your password.
- ❖ A "Contextual Help" tool. This tool provides an explanation of the current page and can be found at the top, right-hand corner of every page of your Collaborator Portal.

### MyGov University

- ❖ In the upper right corner of the page, you will see a link to "Help". Once clicked, this will open MyGov University.
- ❖ MyGov University is a learning system that can be accessed by collaborators at any time.
- ❖ Through MyGov University, you can learn how to collaborate with an agency online through a series of short, instructional videos.
  - > Select "Help" to begin.
  - > Read and agree to the terms of service.
  - > Once viewing your MyGov University dashboard, select any available course to begin learning.

### Main Dashboard - Sidebar

- ❖ Under "Agency Access" you can view:
  - > *Agency Listing*: All agencies available to collaborate with online.
  - > *Validation Listing*: Agencies that you have requested access to, but require email validation from you before continuing.
  - > *Pending Access*: Agencies that are pending approval to access.
  - > *Approved Access*: Agencies that have approved you for Collaboration.
- ❖ Under "General Info" you can view and edit your profile, including your contact details, notification settings, and saved credit cards.

### Requesting Access to Another Agency

- ❖ To request access to collaborate with another Agency, select the green button "Request Access" on the Sidebar.
- ❖ Begin on step #7 under the "Creating a Collaborator Account" section found above.

### Collaborator Interface - Agency Dashboard

The Agencies you have been granted access to will appear next to your Main Dashboard icon at the top of the page. By selecting an Agency icon, you will land on a Dashboard specific to that Agency. Dashboard widgets can be activated or inactivated by selecting the gear tool in the top right corner of the page and selecting or deselecting the items you wish to see.

### Agency Dashboard - Sidebar

- ❖ Under "Credentials" you may view:
  - *Applications*: A listing of all applications for Credentials.
  - *Active*: Credentials that are active.
  - *Renewing*: Credentials that are in the process of being renewed.
  - *Expiring*: Credentials that will be expiring soon.
  - *Expired*: Credentials that have expired.
  - *Revoked*: Credentials that have been revoked.
  - The option to *Estimate Fees* for a particular Credential.
  
- ❖ Under "Projects" you may view:
  - *Projects*: A listing of all projects.
  - *Requested*: Projects that have not been accepted yet.
  - *Reviews*: Projects that are currently on a Review step.
  - *Inspections*: Projects that are currently on an Inspection step.
  - *Archived*: Projects that have been archived.
  - The option to *Estimate Fees* for a particular project.
  
- ❖ Under "Abatements" you may view:
  - *All*: A listing of all abatement jobs.
  - *Requested*: Abatement jobs that have not been accepted or rejected yet.
  - *Working*: Abatement jobs that are in the process of being completed.
  - *In Review*: Abatement jobs that are being reviewed.
  - *On Hold*: Abatement jobs that have been placed on hold.
  - *Archived*: Abatement jobs that have been archived.
  
- ❖ Under "Licenses" you may view:
  - *Applications*: A listing of all applications for Licenses.
  - *Inspections*: Applications that are currently on an Inspection step.
  - *Active*: Licenses that are active.
  - *Renewing*: Licenses that are in the process of being renewed.
  - *Expiring*: Licenses that will be expiring soon.
  - *Expired*: Licenses that have expired.
  - *Suspended*: Licenses that have been suspended.
  - *Revoked*: Licenses that have been revoked.
  - The option to *Estimate Fees* for a particular License.
  
- ❖ Under "Invoices" you may view:
  - *All*: A listing of all invoices.
  - *Due*: Invoices that are due.
  - *Past Due*: Invoices that are past due.
  - *Paid*: Invoices that have been paid.
  
- ❖ From the invoice pages you can email, pay or print an invoice.

*Note: The items described above are dependent on the Agency's subscribed modules.*

### Completing an Abatement Job With An Agency

- ❖ When an agency has assigned an abatement job to you, your list of *"Requested"* Abatements will update.
- ❖ Select *Requested* Abatements, and then select the Job ID of the Abatement Job
- ❖ Depending on your agency's settings, you may first have to *"Accept"* or *"Reject"* the abatement job at the top of the page.
- ❖ Complete the relevant abatement job details, and click *"Update Changes"* at the bottom of the page to save your work.
- ❖ Once the abatement job details have been completed, select *"Request Review"* at the top of the page.
- ❖ This will submit the abatement job back to the agency user who created the job. The agency can take two actions:
  1. The agency may archive/complete the abatement job.
  2. The agency may ask that the job is *"Retried"*. If this option is chosen, the agency will send the reasoning for the Retry.
- ❖ If a Retry is submitted, your list of *"Working"* Abatements will update.
- ❖ Select *Working* Abatements, and then select the Job ID of the Abatement Job
- ❖ You will see the retry reason and have the opportunity to submit abatement details again.
- ❖ Select *"Request Review"* at the top of the page when you are ready to submit back to the agency.
- ❖ This process will continue until the agency has archived the abatement job as completed.

### Making a New Request With An Agency

- ❖ Select the green button *"Make New Request"* on the Sidebar
- ❖ Select the Department with whom you choose to work.
- ❖ All request types for this Department will expand for your selection.
- ❖ Enter the required information and click the *"Request"* button at the bottom of the page.
- ❖ Upon submission, you will be directed to a *"Details"* page. The purpose of this page is to identify the current step of the process of your application.
- ❖ There are three actions available to you from your Details page:
  1. **Respond to a Correction Item**
    - When a correction item is available and in need of your response, you will see an option to *"Reply"* on the Details page. This is your direct connection to your Agency via your Collaborator Interface.
  2. **Pay A Fee**
    - When a fee has become available to pay, you will see an option appear to *"Pay Fees"*.
  3. **Schedule An Inspection**
    - When an inspection step has become available to schedule, you will see an option appear to *"Schedule Inspection"*.

*Note: The above actions are dependent on the Agency's subscribed modules. When an action is requested of you for a project, you will receive an email from MyGov, and your Dashboard will be updated.*

If you have questions or need additional information, please contact your Agency administrator directly.



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 1, 2022

Sean P. Toomey, Fire Marshal  
NH State Fire Marshal Headquarters  
Incident Planning and Operations Center (IPOC)  
110 Smokey Bear Blvd.  
Concord, NH 03301

RE: Permission for contractors to sign permits for projects under contract with the Department of Administrative Services, Division of Public Works Design and Construction.

Dear Fire Marshal Toomey:

I hereby give my permission for contractors who have an active contract with the State of New Hampshire Department of Administrative Services, Division of Public Works Design and Construction to sign construction permit applications as an agent of the "owner".

Sincerely,

A handwritten signature in black ink, appearing to read "C. Arlinghaus".

Charles M. Arlinghaus  
Commissioner

cma/dph



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS**

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /  
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III  
CONTRACTORS & NH STATE EMPLOYEES<sup>1</sup>**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a **zero - tolerance** policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

<sup>1</sup> All Departments Other than NH Department of Corrections employees



# State of New Hampshire

Department of Safety  
DIVISION OF STATE POLICE

Criminal Records Unit  
33 Hazen Drive, Concord, NH 03305

## CRIMINAL HISTORY RECORD INFORMATION RELEASE AUTHORIZATION FORM

### INSTRUCTIONS

NH RSA 1064:14 and Administrative Rule Saf-C 5700 authorizes the dissemination of NH Criminal History Record Information (CHRI) for non-criminal justice purposes. In NH, all CHRI is confidential and released only upon the knowledge and permission of the individual of whom the request is made. Individuals requesting their own record in person need only complete Section I. If the CHRI is to be released to a third party, both Section I and Section II must be completed. All requests by mail must have both sections completed and Section II notarized, (not required).

### SECTION I (PLEASE PRINT CLEARLY)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Maiden \_\_\_\_\_ MI \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_ Male  Female   
Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

My signature below signifies I am the individual listed above and the information provided is true.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signed under penalty of unsworn falsification pursuant to RSA 641:3

### PURPOSE OF RECORD

Housing  Employment  Annulment/Expungement  Other \_\_\_\_\_

### SECTION II

I hereby authorize the release of my criminal record conviction(s), if any, to the following:

Person or Entity to Receive Record \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Your Signature \_\_\_\_\_ Date \_\_\_\_\_  
Notary's Signature(not required) \_\_\_\_\_ Date \_\_\_\_\_  
(Affix seal)  
Signature of person/entity to receive record \_\_\_\_\_ Date \_\_\_\_\_

### RECORD CHALLENGE

Saf-C 5703.12 Procedure for Correcting a CHRI (a) Persons or their attorneys desiring access to their CHRI for the purpose of challenge or correction shall appear at the central repository. (b) A copy shall be provided to a person if after review he/she indicates he/she needs the copy to pursue the challenge. (c) Any person making a challenge shall identify that portion of his/her CHRI which he/she believes to be inaccurate or incorrect, and shall also give a correct version of his/her record with an explanation of the reason that he/she believes his/her version to be correct. (d) The Director shall take the following actions within 30 days of receipt of challenge: (1) Review the records and contact the law enforcement agency or court which submitted the record to compare the information to determine whether the challenge is valid; (2) If the challenge is valid, which means there is a discrepancy between the information submitted and the information maintained by the law enforcement agency or court, the record shall be corrected and the person and appropriate CJAs shall be notified; and (3) If the challenge is invalid, the person shall be informed and advised of the right to appeal pursuant to RSA 541. (e) When a record has been corrected, the division shall notify all non-criminal justice agencies, to whom the data has been disseminated in the last year, of the correction. (f) The person shall be entitled to review the information that records the facts, dates, and results of each formal stage of the criminal justice process through which he passes, to ensure that all such steps are completely and accurately recorded.

**WARNING: The Division of State Police is the Criminal Record Repository for the State of New Hampshire. The record you have received is based only on what has been reported to the Repository and may not be a complete Criminal History Record of the named individual.**

To prevent a delay in processing, I have enclosed a self-addressed envelope.

Prepaid Acc't Number \_\_\_\_\_

A \$25.00 fee is required for each request. Make checks payable to: State of NH - Criminal Records.

# STATE OF NEW HAMPSHIRE

Department of Administrative Services  
 DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

## New Hampshire Correctional Facility for Women (NHCFW) Boiler Heating System Repairs

42 Perimeter Rd, Concord, NH 03301

DPW Project # 81309 Contract B  
 NH DEPARTMENT OF CORRECTIONS



7 Hazen Drive PO Box 483 Room 250  
 Concord, New Hampshire 03301  
 P 603-271-3515 F 603-271-3515

COMMISSIONER-DEPARTMENT OF ADMINISTRATIVE SERVICES

*[Signature]* 4/16/24  
 SIGNATURE DATE

ADMINISTRATOR-DIVISION OF PUBLIC WORKS

*[Signature]* 4/16/24  
 SIGNATURE DATE

COMMISSIONER-DEPARTMENT OF CORRECTIONS

SIGNATURE DATE



REVISIONS

DATE SYMBOL

DESCRIPTION

DATE SYMBOL

DESCRIPTION

DATE SYMBOL

DESCRIPTION

PROJECT NAME  
 New Hampshire Correctional Facility for Women (NHCFW) Boiler Heating System Repairs

PROJECT NUMBER

81309 B

ISSUE DATE

02/06/2024

SHEET NUMBER

G-000

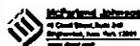
SHEET 1 of 4

Sheet List	
Sheet No.	Sheet Name
0000	COVER SHEET
0001	ISSUE NO. NOTES AND AMENDATIONS
0002	CHANGES MECHANICAL SYMBOL PLAN
0003	MECH SCHEMATIC

CIVIL

ELECTRICAL

MECHANICAL



McFarland Johnson  
 67 Court Street, Suite 200  
 Binghamton, New York, 13901  
 P 607-733-9624  
 F 607-733-9979  
 E JF@mfjinc.com

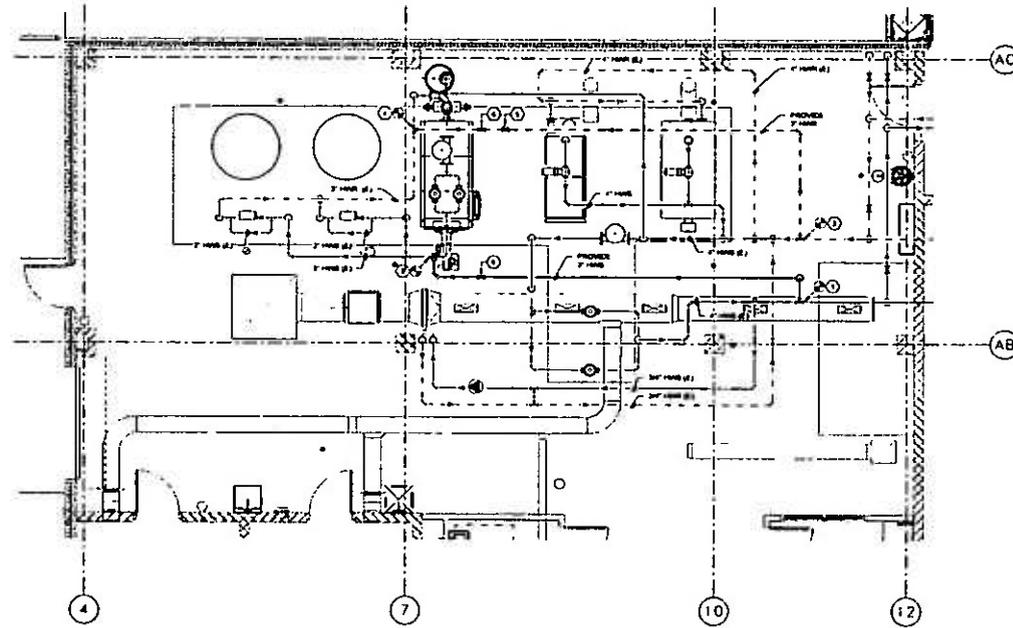


**SCOPE OF WORK**

1. PROVIDE DOMESTIC HOT WATER HEATING OPERATION
  - A. PROVIDE 1/2" AND 1/4" HOT WATER FROM THE EXISTING BUILDING HOT WATER HEATING LOOP TO THE EXISTING DOMESTIC WATER HEATING LOOP.
  - B. PROVIDE 2" ISOLATION VALVES THAT WILL BE MANUALLY OPERATED IN THE EVENT OF AN EMERGENCY.
  - C. PROVIDE BALANCE VALVE ON THE 1/2" HOT LINE.
  - D. PROVIDE 2" Bypass CONTROL AS NOTED IN THE REVISIONS TO BE PROVIDED ON 10-10-11.
2. PROVIDE 2" CHEMICAL FEEDERS AND ASSOCIATED VALVES AS SHOWN ON THE 10-10-11 FOR THE DOMESTIC HOT WATER HEATING LOOP.
3. PROVIDE 2" HOT WATER FOR THE EXISTING WATER SOLE OR MAKEUP WATER LINE AND ONE FOR THE HEATING HOT WATER SOLE OR MAKEUP WATER LINE. THE WATER METERS TO THE EXISTING SOLE SYSTEM AND PROGRAM ALARMS TO ALERT MAINTENANCE STAFF OF POTENTIAL LEAKS IN THE SYSTEMS.

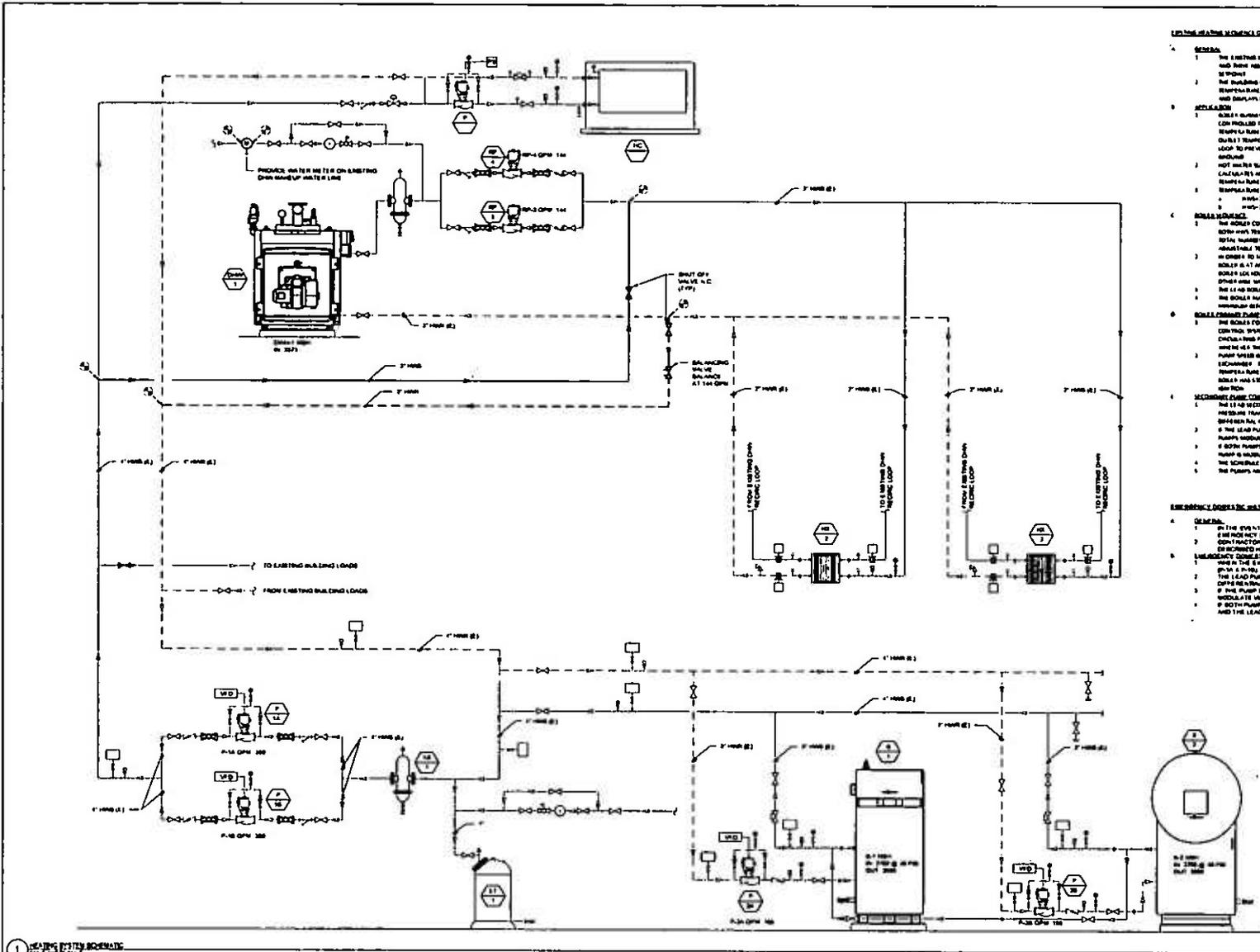
**KEYED NOTES**

1. EXISTING 1/2" HOT LINE AS NECESSARY AND PROVIDE A 3/4" TEE.
2. EXISTING 1/2" HOT LINE AS NECESSARY AND PROVIDE A 3/4" TEE.
3. EXISTING 1/2" HOT LINE AS NECESSARY AND PROVIDE A 3/4" TEE.
4. EXISTING 1/2" HOT LINE AS NECESSARY AND PROVIDE A 3/4" TEE.
5. PROVIDE 2" BALANCE VALVE AND BALANCE TO 100 GPM.
6. PROVIDE 2" Bypass VALVE IN C.



1. ENLARGED MECHANICAL EQUIPMENT ROOM PLAN

	STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION		REVISIONS No.   DESCRIPTION   DATE		Mr. Christopher J. Co., Principal Engineer, Inc. (0605-1) Seal Building Services Department 42 Elmwood Hill, Concord, NH 03301 603-271-0700 or 603-271-0705
	I hereby certify that the design and construction of the above project has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of New Hampshire.		ENLARGED MECHANICAL ROOM PLAN Project No.   Date   Scale   Drawing No.		



**LEGEND OF THE SYMBOLS OF OPERATION FOR SCHEMATIC**

- GENERAL**
- The heating system will be controlled by the operator of the plant. The boiler will be controlled by the operator of the plant. The boiler will be controlled by the operator of the plant.
  - The boiler will be controlled by the operator of the plant. The boiler will be controlled by the operator of the plant.
- START-UP**
- When the boiler is started, the operator will check the water level in the boiler. The operator will check the water level in the boiler.
  - The operator will check the water level in the boiler. The operator will check the water level in the boiler.
- OPERATION**
- The operator will check the water level in the boiler. The operator will check the water level in the boiler.
  - The operator will check the water level in the boiler. The operator will check the water level in the boiler.
- STOPPING**
- The operator will check the water level in the boiler. The operator will check the water level in the boiler.
  - The operator will check the water level in the boiler. The operator will check the water level in the boiler.

**EMERGENCY OPERATING INSTRUCTIONS**

- GENERAL**
- In the event of an emergency, the operator should follow the instructions in this manual. The operator should follow the instructions in this manual.
  - The operator should follow the instructions in this manual. The operator should follow the instructions in this manual.
- EMERGENCY STOPPING**
- The operator should follow the instructions in this manual. The operator should follow the instructions in this manual.
  - The operator should follow the instructions in this manual. The operator should follow the instructions in this manual.

1. HEATING SYSTEM SCHEMATIC



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

REVISIONS

NO.	REVISION	DATE

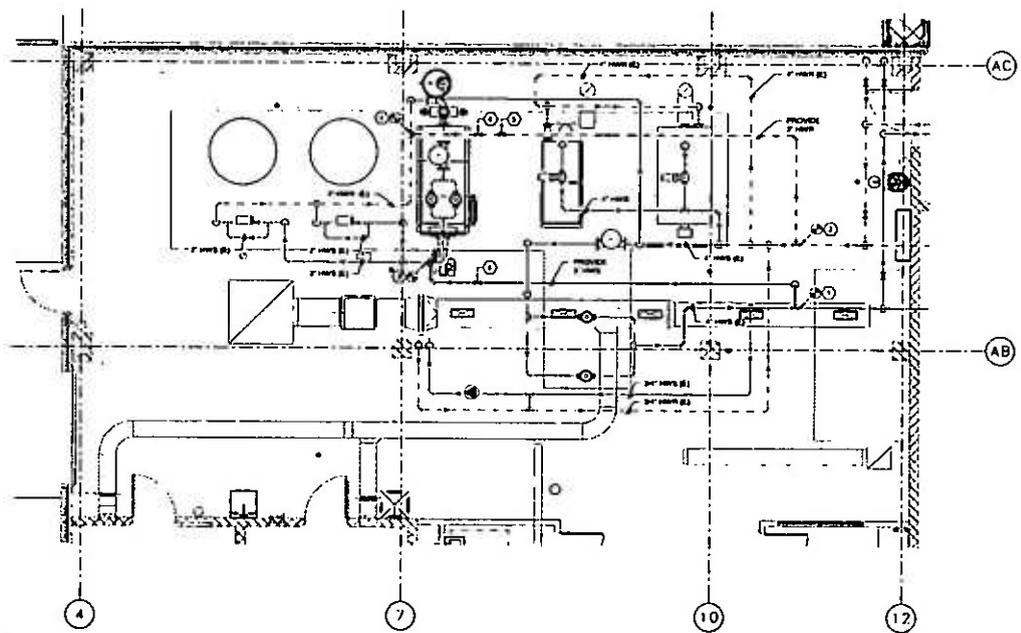
Project No. \_\_\_\_\_  
Sheet No. \_\_\_\_\_  
M-500

**SCOPE OF WORK**

1. RELOCATE DOMESTIC HOT WATER (DHW) HEATING OPERATION
  - A. PROVIDE A 2" HWB AND A 2" HWB LINE FROM THE EXISTING GAS DRUG HOT WATER HEATING LOOP TO THE EXISTING DOMESTIC WATER HEATING LOOP.
  - B. PROVIDE 2" ISOLATION VALVES THAT WILL BE MANUALLY OPERATED IN THE EVENT OF AN EMERGENCY.
  - C. PROVIDE 2" AIR CONTROL VALVE ON THE 2" HWB LINE.
  - D. VERIFY 2" AIR CONTROL VALVE IS IN THE REVERSED POSITION IN THE EVENT OF OPERATION ON MAINT.
2. SCOPE FERTILE FOR THE ABOVE ROOM.
3. SCOPE FERTILE DATED IN ADDITION.

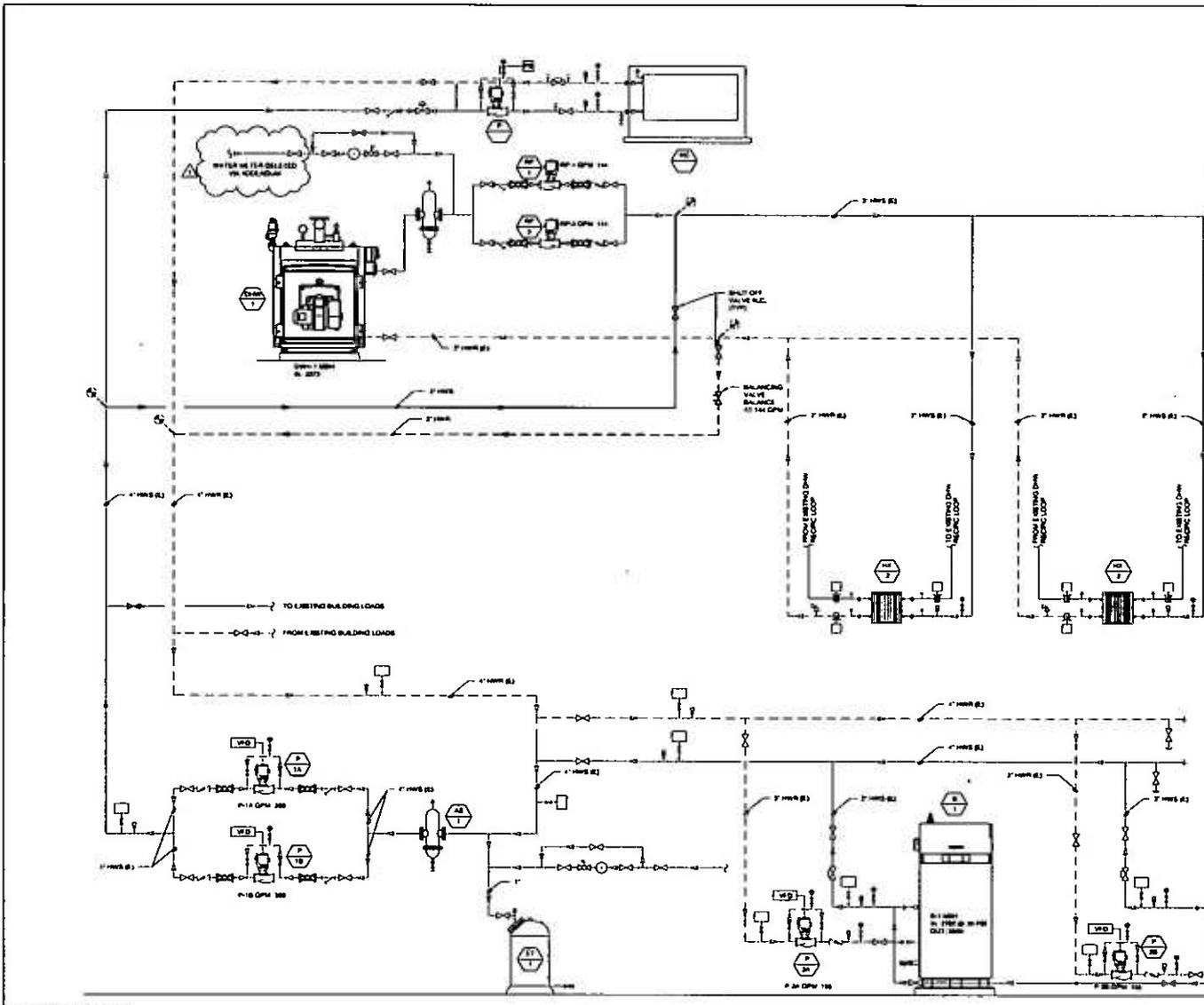
**KEYED NOTES**

- ① DEMO EXISTING 2" HWB LINE AS NECESSARY AND PROVIDE A BOND TEE.
- ② DEMO EXISTING 2" HWB LINE AS NECESSARY AND PROVIDE A BOND TEE.
- ③ DEMO EXISTING 2" HWB LINE AS NECESSARY AND PROVIDE A BOND TEE.
- ④ DEMO EXISTING 2" HWB LINE AS NECESSARY AND PROVIDE A BOND TEE.
- ⑤ PROVIDE 2" BALANCING VALVE AND BALANCE TO THE BPH.
- ⑥ PROVIDE 2" SHUTOFF VALVE (A.C.)



1 ENLARGED MECHANICAL EQUIPMENT ROOM PLAN  
DATE: 10/1/12

<p><b>McFarland Johnson</b> MECHANICAL ENGINEERS 1100 WASHINGTON STREET DURHAM, NH 03824 TEL: 603-288-8800 WWW.MCFARLANDJOHNSON.COM</p>	<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PUBLIC WORKS DESIGN &amp; CONSTRUCTION</p> <p>PROJECT: SCOTT'S BLANKET 7 FLOOR DRIVE, NEW HAMPSHIRE CONTRACT NO. 12-01-00000-000000 ADD. BY: 12-01-00000-000000</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>10/1/12</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	10/1/12																<p>Approved by: [Signature] Checked by: [Signature] Designed by: [Signature] Drawn by: [Signature]</p>
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<p>McFarland Johnson 1100 WASHINGTON STREET DURHAM, NH 03824 TEL: 603-288-8800 WWW.MCFARLANDJOHNSON.COM</p>	<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PUBLIC WORKS DESIGN &amp; CONSTRUCTION</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>10/1/12</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	10/1/12																<p>Approved by: [Signature] Checked by: [Signature] Designed by: [Signature] Drawn by: [Signature]</p>
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**LISTING OF ACTIVE MECHANICAL OPERATIONS FOR SEVERAL**

- A. **WATER**
  1. THE EXISTING BOILER HOT WATER CONTROL SYSTEM COORDINATES THE OPERATION OF TWO FULLY MODULATING HOT WATER BOILERS AND THEIR ASSOCIATED BOILER PRIMARY CIRCULATION PUMPS IN ORDER TO MAINTAIN HOT WATER SUPPLY BURNER TEMPERATURE AT SETPOINT.
  2. THE BOILER MANAGEMENT SYSTEM MONITORS THE SECONDARY PUMP, PROVIDES PLANT (UNBALANCEABLE) CONTROL, HAS TEMPERATURE SETPOINT, AND GAS FLOW CONTROL OUTPUTS TO THE BOILER PLANT CONTROLLER. THE BOILER MONITORS BOILER OPERATION AND DISPLAYS BOILER STATUS AT THE USER'S WORKSTATION.
- B. **BOILER**
  1. BOILER BURNER CONTROL WITH THE BOILER CONTROL SYSTEM INTERFACE SET TO ACTIVE, THE MODULATION OF THE BOILER IS CONTROLLABLE THROUGH A 0-100% OR A 30-100% RANGE AS REQUIRED BY THE BOILER'S BURNER INPUT. THE BOILER MONITORS THE BOILER SYSTEM TEMPERATURE AND COMPARES IT TO THE ACTIVE SETPOINT TO ESTABLISH A TARGET BOILER BURNER RATE. IF AN INDIVIDUAL BOILER OUTPUT TEMPERATURE EXCEEDS A PRE SET MAXIMUM SETPOINT, THAT BOILER'S BURNER RATE SHALL BE AUTOMATICALLY CUT BACK BY A PID LOOP TO PREVENT A HIGH TEMPERATURE SET POINT. MODULATION SIGNALS ARE ELECTRICALLY SIGNALLED THROUGH CHANNEL AND CHANNEL-LOCKING.
  2. HOT WATER SUPPLY BURNER TEMPERATURE SETPOINT WITH THE BOILER CONTROL SYSTEM INTERFACE SET TO ACTIVE, THE BOILER CALCULATES AN OUTSIDE AIR TEMPERATURE RESET SETPOINT, WHEN IN MANUALLY MODE, THE OPERATOR MAY SET THE HOT WATER TEMPERATURE VIA THE FRONT PANEL DISPLAY.
  3. TEMPERATURE RESET SCHEDULE
    - a. HOT WATER BOILER #1 AT 60°F
    - b. HOT WATER BOILER #2 AT 60°F
    - c. OUTSIDE AIR TEMPERATURE
    - d. HOT WATER BOILER #1 AT 60°F
    - e. OUTSIDE AIR TEMPERATURE
- C. **BOILER MONITORING**
  1. THE BOILER CONTROL SYSTEM IMPLEMENTS A REDUNDANT CASCADE CONTROL SCHEME FOR OPERATION. THE CONTROLLER UTILIZES BOTH BURNER TEMPERATURE, AS SENSED AT ITS L, AND BOILER PRESSURE RATE TO START AND STOP THE BOILER AND MANAGES THE NORMAL NUMBER OF BOILERS IN OPERATION. THE CONTROLLER STARTS AND STOPS BOILERS WHEN THE HOT WATER TEMPERATURE IS OUTSIDE THE ADJUSTABLE TEMPERATURE LIMIT FOR LONGER THAN THE ADJUSTABLE TIME DELAY.
  2. IN ORDER TO MINIMIZE HEAD LOSS THROUGH THE SYSTEM, THE CONTROL SYSTEM STARTS AND STOPS THE NEXT BOILER WHEN THE TRIPPOINT BOILER IS AT AN ADJUSTABLE FLOW RATE LIMIT FOR LONGER THAN THE ADJUSTABLE TIME DELAY. THE CONTROL SYSTEM MONITORS BOTH BOILER LOAD AND LIMIT CIRCUITS TO AUTOMATICALLY ISOLATE (TRIP) BOILERS THAT ARE POWERED DOWN FOR MAINTENANCE, TRIPPED OR OTHERWISE WILL NOT START.
  3. THE BOILER IS EITHER AUTOMATICALLY ISOLATED (TRIP) OR IS MANUALLY ISOLATED BY THE OPERATOR.
  4. THE BOILER RUNS AT LOW FLOW FOR A PRESET LOW FLOW HOLD TIME. THE CONTROL SYSTEM REDUCES THE FLOW RATE TO A MINIMUM BEFORE STOPPING A BOILER TO PREVENT ACCUMULATION OF FUEL IN THE BURNER.
- D. **BOILER PRIMARY PUMP SCHEDULES OF 24 HRS**
  1. THE BOILER CONTROL SYSTEM INCLUDES AN OPERATOR OPERATED PRIMARY WATER PUMP CONTROL. ON A CALL FOR HEAT, THE BOILER CONTROL SYSTEM CONTROLS ONE PUMP TO START AND THE OTHER TO STOP. THE PUMP OPERATES AT A FLOW RATE TO MAINTAIN THE ASSOCIATED CIRCULATING PUMP TO START. FLOW IS PROVIDED AT THE FLOW SWITCH POINT TO BOILER FLOWING. PRIMARY PUMPS SHALL OPERATE WHENEVER THE ASSOCIATED BOILER IS FLOWING.
  2. PUMP SPEED IS MODULATED FROM 0-100% SYSTEM OUTPUT TO MAINTAIN A MINIMUM TEMPERATURE DIFFERENCE ACROSS THE HEAT EXCHANGER. THE SYSTEM MUST STOP AT LEAST ONE PUMP RUNNING TO MAINTAIN WATER FLOW. WATER FLOW MONITORING MUST BE INSTALLED TO PREVENT THE SYSTEM FROM STOPPING. THERE ARE MANUALS TO MAINTAIN THE SYSTEM IN A STOPPED STATE. THE PUMP SPEEDS SHALL BE AT LEAST ONE PUMP RUNNING TO MAINTAIN THE SYSTEM.
- E. **SECONDARY PUMP CONTROL OF 24 HRS**
  1. THE LEAD SECONDARY CIRCULATING PUMP RUNS CONTINUOUSLY WHEN THE HEATING PLANT IS ENABLED. A RESET DIFFERENTIAL PRESSURE TRANSDUCER IS CONNECTED TO THE PUMPS AND IS FLOW LINE PUMP AND MODULATES AS REQUIRED TO MAINTAIN SYSTEM DIFFERENTIAL PRESSURE AT 2.7 PSI UNDER OPEN AND CLOSED.
  2. IF THE LEAD PUMP CANNOT MAINTAIN SECONDARY SYSTEM PRESSURE DIFFERENTIAL, IT MODULATES OFF AND BOTH THE LEAD AND LAG PUMPS MODULATE ON TRACK TO MAINTAIN THE SYSTEM DIFFERENTIAL.
  3. BOTH PUMPS ARE AT MINIMUM V/S SPEED AND THE SYSTEM OF 24 HRS ABOVE SETPOINT, THE LAG PUMP IS DE-ENGAGED AND THE LEAD PUMP IS MODULATED TO MAINTAIN SETPOINT.
  4. THE SCHEDULES AUTOMATICALLY ISOLATES THE LEADING PUMPS.
  5. THE PUMPS ARE MONITORED AND ALARMS IF ONE OF THEM FAILS. IF THE LEAD PUMP FAILS THE LAG PUMP IS ENGAGED.

**EMERGENCY DOMESTIC WATER HEATING OPERATION**

- A. **WATER**
  1. IN THE EVENT OF DOMESTIC HOT WATER FAILURE, THE MAINTENANCE STAFF SHALL BE ABLE TO MANUALLY ENABLE OR DISABLE DOMESTIC HOT WATER MODE THROUGH THE EXISTING BUILDING MANAGEMENT SYSTEM (BMS). CONTRACTOR SHALL PROVIDE PROGRAMS AND CONTROL DEVICES NECESSARY TO IMPLEMENT THE SEQUENCE DESCRIBED HEREIN.
- B. **EMERGENCY DOMESTIC WATER HEATING OPERATION**
  1. WHEN THE EMERGENCY WATER HEATING SEQUENCE IS ACTIVATED, THE BMS SHALL ENABLE BOTH SECONDARY LOOP PUMPS IN 10 SECONDS.
  2. THE LEAD PUMP SHALL RUN CONTINUOUSLY AND THE PUMP VFD SHALL MODULATE THE PUMP TO MAINTAIN THE OPERATING PRESSURE DIFFERENTIAL.
  3. IF THE PUMP IS UNABLE TO MAINTAIN THE SETPOINT, BOTH PUMPS SHALL BE STARTED AND THEIR SPEEDS WILL MODULATE ON TRACK RESPECTIVE TO DL. BOTH PUMPS SHALL RUN AT THE SAME SPEED.
  4. BOTH PUMPS ARE AT MINIMUM V/S SPEED TO MAINTAIN THE SYSTEM OF 24 HRS ABOVE SETPOINT, THE LAG PUMP IS DE-ENGAGED AND THE LEAD PUMP IS MODULATED TO MAINTAIN SETPOINT.

1 HEATING SYSTEM SCHEMATIC

<p><b>McFarland Johnson</b> MECHANICAL ENGINEERS 1000 W. Rte. 101, Suite 100 Durham, NH 03824 Tel: 603-888-8888 www.mcfarlandjohnson.com</p>	<p>STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN &amp; CONSTRUCTION</p> <p>John B. McFarland, Designer 10/15/2024 10/15/2024 10/15/2024</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>No.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>10/15/2024</td> </tr> </tbody> </table>	No.	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	10/15/2024	<p>Project No. 2024-001 Drawing No. 101-001 10/15/2024</p> <p>HYAC BOMMATIC</p> <p>M-500</p>
	No.	DESCRIPTION	DATE						
1	ISSUED FOR PERMIT	10/15/2024							
<p>John B. McFarland, Designer 10/15/2024 10/15/2024 10/15/2024</p>	<p>Project No. 2024-001 Drawing No. 101-001 10/15/2024</p>	<p>Project No. 2024-001 Drawing No. 101-001 10/15/2024</p>	<p>Project No. 2024-001 Drawing No. 101-001 10/15/2024</p>						

# 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 GLOVER PLUMBING & HEATING SERVICE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 30, 2002. 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: 418739

Certificate Number: 0006752385



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of August A.D. 2024.

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

David M. Scanlan  
Secretary of State

**Glover Plumbing & Heating Service LLC  
Corporate Authorization Resolution**

*(Limited Partnership or LLC- Corporate General Partner  
or Manager)*

**Corporate Resolution**

I, David Glover Jr., hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
Glover Plumbing & Heating Service LLC I hereby certify the following is a true copy of a vote taken at a  
*(Name of Corporation)*  
meeting of the Board of Directors/shareholders, duly called and held on August 15, 2024,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That David Glover Manager is duly authorized to enter a  
*(Name and Title)*  
contract on behalf of Glover Plumbing & Heating Service LLC which is the general  
*(Name of Corporation)*  
partner of Glover Plumbing & Heating Service LLC a limited partnership,  
*(Name of Limited Partnership)*  
with the Dept. of Admin. Services - Purchasing, State of New Hampshire and  
*(Name of State Agency)*

further is authorized to execute any documents which may in his/her  
judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full  
force and effect as of the 15 day of August, 2024. 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  
corporation and that the corporation as the general partner has full authority to bind the  
limited partnership to the specific contract indicated. This authority **shall remain valid for  
thirty (30) days** from the date of this Corporate Resolution.

**DATED:** August 15, 2024

**ATTEST:** David Glover Jr. Secretary  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2024

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

<b>PRODUCER</b> Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	<b>CONTACT NAME:</b> Hellen Hill <b>PHONE (A/C, No, Ext):</b> (603) 569-2515 <b>E-MAIL ADDRESS:</b> hellen@averyinsurance.net	<b>FAX (A/C, No):</b> (603) 569-4266
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Glover Plumbing & Heating Service LLC 2035 Franklin Pierce Hwy Barrington NH 03825-7358	<b>INSURER A:</b> Patriot Insurance	<b>NAIC #</b> 32069
	<b>INSURER B:</b> Frankenmuth Insurance	13986
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24 Master Cert      **REVISION NUMBER:**

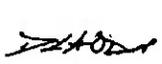
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADJL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6694314	06/27/2024	06/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Cyber Insurance \$ 100,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			6694313	06/27/2024	06/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6694314	06/27/2024	06/27/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6694312	06/27/2024	06/27/2025	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

NHCFW Boiler Heating System Repairs  
Contract # 2935-25

**CERTIFICATE HOLDER**      **CANCELLATION**

New Hampshire Department of Administrative Services Division of Procurement and Support Services State House Annex 25 Capitol St. Rm 102 Concord, NH 03301  Christopher.R.Fuller@das.nh.gov 603-271-3350	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

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**§ 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:**

NONE

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: NA  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: NA  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text  
in AIA Document A312-2010 Edition Performance Bond.



**§ 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:

NONE

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

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: NA

Name and Title:

Address:

Signature: NA

Name and Title:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text  
in AIA Document A312-2010 Edition Payment Bond.

9



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Principal: GLOVER PLUMBING & HEATING SERVICE

Agency Name: Tonry Insurance Group, Inc.

Bond Number: 999348542

Obligee: State of New Hampshire

Bond Amount: (\$85,500.00) Eighty-five Thousand Five Hundred Dollars And Zero Cents

Contract Amount: (\$85,500.00) Eighty-five Thousand Five Hundred Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kristin G. Erickson in the city and state of Braintree, MA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

**REQUEST FOR BID FOR NHC FW BOILER HEATING SYSTEM REPAIR SERVICES**

**2935-25**

**DUE DATE 7/31/2024 10:00 AM (EASTERN TIME)**

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**1. PURPOSE:**

1.1. The purpose of this bid invitation is to establish a contract for NHC FW Boiler Heating System Repairs Services to the State of New Hampshire Correctional Facility for Women 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.

**2. INSTRUCTIONS TO VENDOR:**

2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the bid transmittal letter.

**3. BID SUBMITTAL:**

3.1. All bids shall be submitted on this form (or an exact copy), shall be typed, or clearly printed in ink, and shall be received on or before the date and time specified on paragraph 7 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](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.  
3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**4. BID INQUIRIES:**

4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.  
4.2. Questions shall be submitted by email to Ryan Fuller at [christopher.r.fuller@das.nh.gov](mailto:christopher.r.fuller@das.nh.gov).  
4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**5. BID DUE DATE:**

5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.  
5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**6. ADDENDA:**

6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

**7. TIMELINE:**

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

Bid Solicitation distributed on or by:	7/9/2024
Drawings and specs available for purchase and download/pickup	7/11/2024
Pre-bid walkthrough	7/16/2024
Last day for questions, clarifications, and/or requested changes to bid:	7/24/2024
States response to questions, clarifications, and/or requested changes to bid:	7/26/2024
Bid Closing (Eastern Time):	7/31/2024 10:00 AM
Anticipated Contract Implementation	9/27/2024
Project Completion Date	8/30/2025

**8. TERMS OF SUBMISSION:**

- 8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.
- 8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 DIVISION OF PROCUREMENT AND SUPPORT SERVICES RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**9. CONTRACT TERM:**

- 9.1. The term of the contract shall commence on September 27, 2024, or upon approval of the Governor and Executive Council, whichever is later, through August 30, 2025, a period of approximately eleven (11) months.

**10. CONTRACT AWARD:**

- 10.1. 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/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.
- 10.2. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of a resultant contract. For the addition of new locations or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the successful contractor. Quotes shall be consistent with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. Any addition of new locations/equipment which constitutes a material change or increase in the assigned price limitation shall be effective upon approval of a contract amendment. Changes which do not constitute material change in scope of service or increased contract price limitation shall be effective upon written approval of the requesting agency.
- 10.3. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

**12. LIABILITY:**

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

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

- 13.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order

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

- 13.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:
- 13.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.” Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment, or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State.
- 13.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
  - 13.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
  - 13.6.2. The State is not obligated to comply with a Bidder’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
  - 13.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

#### 14. **TERMINATION:**

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

#### 15. **VENDOR CERTIFICATIONS:**

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

- 15.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall deliver to the Commissioner at the time of submitting a signed Contract, certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain a description of the project, including the project name and number. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium. The Contractor shall keep the following insurance coverages in force through the date of Substantial Completion, or longer at the Project Manager's direction: Builder's Risk; and Owner's and Contractor's Protective Liability. The Contractor shall keep all other insurance coverages required under this Contract in force through the period of the Contract, which includes any applicable warranty period. The Contractor shall have a continuing duty to keep the insurance coverages required under this Contract in effect and to provide the Division of Public Works Design and Construction with new certificates of insurance containing the project number and description as policies are amended or renewed. At the request of the Commissioner, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a company licensed to do business in the State of New Hampshire at the time the policy is issued, amended or renewed. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide at the time the policy is issued, amended or renewed. Failure to comply with the insurance requirements of this Contract may result in a delay in processing requisitions, stopping work on the project, or other consequences.
- 15.6. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- 15.7. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and a Notice to Proceed is issued.
- 15.7.1. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:
- 15.7.1.1. Employer's Liability—Limits of Liability:
- 15.7.1.1.1. \$100,000 each accident.
- 15.7.1.1.2. \$500,000 Disease-policy limit.
- 15.7.1.1.3. \$100,000 Disease-each employee.
- 15.7.1.1.4. Any applicable deductible shall be shown on the Certificate.
- 15.7.2. Commercial General Liability Insurance:
- 15.7.2.1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverages:
- 15.7.2.1.1. Limits of Liability:
- 15.7.2.1.1.1. \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
- 15.7.2.1.1.2. \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement.
- 15.7.2.1.1.3. \$2,000,000 Products/Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be named as additional insureds.
- 15.7.3. If blasting and/or demolition is required by the Contract, the Contractor or Subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.
- 15.7.4. Owner's and Contractor's Protective Liability (OCP) coverage for the benefit of the State of New Hampshire Department of Administrative Services.
- 15.7.4.1. Limits of Liability:
- 15.7.4.1.1. \$2,000,000 Each Occurrence
- 15.7.4.1.2. \$3,000,000 Aggregate
- \*\*\*\*\* [OR] \*\*\*\*\*
- 15.7.4.1.3. \$2,000,000 Bodily Injury & Property
- 15.7.5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.

15.7.5.1. Limits of Liability:

15.7.5.1.1. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

15.7.6. Commercial Umbrella Liability

15.7.6.1. Limits of Liability:

15.7.6.1.1. \$1,000,000 Each Occurrence

15.7.6.1.2. \$1,000,000 General Aggregate

15.7.6.1.3. \$1,000,000 Completed Operations Aggregate

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

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

15.7.8. Indemnification:

15.7.8.1. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Contractor or Subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

**16. BID ITEMS:**

16.1. Bid items are the installation of chemical treatment system, and backflow preventer at the New Hampshire Correctional Facility for Women, 42 Perimeter Road, Concord, NH 03301. Include in the bid a lump sum total for all labor and materials, including start-up and required training at the New Hampshire Correctional Facility for Women as defined in the attached drawings, specifications, and any follow-on addenda.

16.2. The Contract has an Allowance for use upon the State's instruction. The Allowance amount stipulated shall be \$13,000.00. 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.

**17. BID PRICES:**

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

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

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

**18. AUDITS AND ACCOUNTING:**

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

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

**19. INVOICING:**

- 19.1. 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.
- 19.2. See Attachment 3 – Administrative Requirements for additional information.

**20. TERMS OF PAYMENT:**

- 20.1. Payments shall be made on a monthly basis based on the percentage of work completed. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.
- 20.2. Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.
- 20.3. See Attachment 3 – Administrative Requirements for additional information.

**21. CONTRACT BOND:**

- 21.1. 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 \(treasury.gov\)](#).
- 21.2. Release of Claims and Final Payment:
  - 21.2.1. 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.
  - 21.2.2. 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.
- 21.3. 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.

**22. VENDOR RESPONSIBILITY:**

- 22.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.
- 22.2. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 22.3. It is a prospective Vendor’s responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor’s responsibility to access our website for any posted addenda.
- 22.4. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.
- 22.5. It is the prospective Vendor’s responsibility to forward a signed copy of any addendum requiring the Vendor’s signature to the Bureau of Purchase and Property with the bid response.
- 22.6. In preparation of a bid response, the prospective Vendor shall:
  - 22.6.1. Provide pricing information as indicated in the “Offer” section; and
  - 22.6.2. Provide all other information required for the bid response (if applicable); and
  - 22.6.3. Complete the “Vendor Contact Information” section; and
  - 22.6.4. Complete the company information on the “Transmittal Letter” page, and sign under penalty of unsworn falsification in the space provided on that page.

- 22.7. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up-to-date contact information.
- 22.8. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 22.9. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.
- 23. IF AWARDED A CONTRACT:**
- 23.1. 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)
- 23.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 23.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 23.4. 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.
- 24. SPECIFICATIONS:**
- 24.1. 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.
- 25. SITE VISITATION:**
- 25.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.
- 25.2. To schedule a site visit, Vendors may contact J. Wyatt Porter-Brown at (603) 271-3515 or [james.a.porter-brown@das.nh.gov](mailto:james.a.porter-brown@das.nh.gov).
- 25.3. **Background checks are required for all employees that will be on-site, including site visitations to become familiar with the job site and project requirements.** The Vendor shall bear all costs associated with obtaining and providing background checks. Additional information can be found at <https://www.nhsp.dos.nh.gov/our-services/criminal-records/criminal-history-record-requests>.
- 25.4. Prior to contract award, successful Vendor will be required to complete required PREA training and complete and submit PREA Acknowledgement Form 2023 for all applicable personnel.
- 25.5. See Attachment 3 – Administrative Requirements for additional information.
- 26. SCOPE OF SERVICES:**
- 26.1. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 26.2. Vendor is responsible for reviewing and understanding the following bid attachments:
- 26.2.1. Attachment 1 – Project Execution Requirements
  - 26.2.2. Attachment 2 – Product and Technical Specifications
  - 26.2.3. Attachment 3 – Administrative Requirements
  - 26.2.4. Attachment 4 – Project Drawings
- 27. ADDITIONAL REQUIREMENTS:**
- 27.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 3:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 27.2. The following are a list of Observed Holidays recognized by the State:
- 27.2.1. New Year's Day

- 27.2.2. Martin Luther King Day
  - 27.2.3. President's Day
  - 27.2.4. Memorial Day
  - 27.2.5. Independence Day
  - 27.2.6. Labor Day
  - 27.2.7. Veteran's Day
  - 27.2.8. Thanksgiving Day
  - 27.2.9. Day After Thanksgiving
  - 27.2.10. Christmas Day
- 27.3. 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, lighting, heating/cooling, and water equipment associated with this project must be in safe operating condition and fully operable at the end of every shift.
- 27.4. The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).
- 27.5. 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.
- 27.6. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 27.7. 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.
- 27.8. 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.
- 27.9. 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.
- 27.10. 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.
- 27.11. 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.
- 27.12. 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.
- 27.13. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

- 27.14. 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.
- 27.15. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 27.16. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 27.17. 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.
28. **WARRANTY REQUIREMENTS:**
- 28.1. The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.
29. **OBLIGATIONS AND LIABILITY OF THE VENDOR:**
- 29.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 29.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
- 29.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.
30. **NON-EXCLUSIVE CONTRACT:**
- 30.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.
31. **ENVIRONMENTALLY FRIENDLY PRODUCTS:**
- 31.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 31.1.1. Energy or water efficient
  - 31.1.2. Reusable
  - 31.1.3. Recyclable
  - 31.1.4. Contains postconsumer recycled materials
  - 31.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
  - 31.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 31.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.

- 31.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 31.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

**32. OFFER:**

- 32.1. 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. **Quotes in lieu of a completed offer sheet will not be accepted.**
- 32.2. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.
- 32.3. If product(s) listed are not environmentally sustainable, the bidder shall list the closest sustainable alternative to the item(s) listed in this bid.

<b>RFB 2935-25: NHC FW BOILER SYSTEM HEATING REPAIRS</b>	
<b>VENDOR BASE BID</b>	<b>\$72,500.00</b>
<b>PROJECT ALLOWANCE</b>	<b>\$13,000.00</b>
<b>TOTAL PROJECT BID AMOUNT</b>	<b>\$85,500.00</b>

**33. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:**

- 33.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**34. VENDOR CONTACT INFORMATION:**

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

<u>David Glover</u>	<u>603-664-9733</u>	<u>603-670-4367</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>gloverdavid59@gmail.com</u>	<u>www.gloverplumbinghvac.com</u>	
E-mail Address	Company Website	
<u>Glover Plumbing &amp; Heating</u>	<u>2035 Franklin Pierce Hwy Barrington NH 03825</u>	
Vendor Company Name	Vendor Address	
<u>169898</u>	<u>788630978</u>	
Vendor Number (provided by State of NH)	DUNS and/or SAM.GOV Number	

**35. ATTACHMENTS:**

- 35.1. The following attachments are an integral part of this bid invitation:
- 35.1.1. Attachment 1 – Project Execution Requirements
  - 35.1.2. Attachment 2 – Product and Technical Specifications
  - 35.1.3. Attachment 3 – Administrative Requirements
  - 35.1.4. Attachment 4 – Project Drawings

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

Microsoft Teams [Need help?](#)  
[Join the meeting now](#)  
 Meeting ID: 254 232 154 401

Passcode: XuxVfk

**Dial in by phone**

+1 603-931-4944,,572977844# United States, Concord

Find a local number

Phone conference ID: 572 977 844#

**Join on a video conferencing device**

Tenant key: nhgov@m.webex.com

Video ID: 115 173 801 2

More info

For organizers: Meeting options | Reset dial-in PIN

**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**

**I. 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 TRANSMITTAL LETTER

Date: 07/30/2024

Company Name: Glover Plumbing & Heating Service

Address: 2035 Franklin Pierce Hwy Barrington, NH 03825

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

RE: Bid Invitation Name: **NHCFW BOILER HEATING SYSTEM REPAIRS**  
Bid Number: **2935-25**  
Bid Posted Date (on or by): **7/9/2024**  
Bid Closing Date and Time: **7/31/2024 10:00 AM (Eastern Time)**  
Dear Mr. Fuller,

[Insert name of signor] David Glover, on behalf of Glover Plumbing & Heating Service [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 # 2935-25 for NHCFW Boiler Heating System Repairs at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature David Glover Authorized Signor's Title Manager



**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: July 11, 2024

**ADDENDUM # 01 TO BID INVITATION 2935-25**

**DATE AND TIME OF BID CLOSING:** 7/31/2023 10:00 AM

**FOR:** NHCFW Boiler Heating System Repair Services

**Question 1:** In reviewing the spec they state that site visits will not be allowed without a background review being performed, does this include the walk through on 7/16/24?

**State Response:** Yes. Background check and PREA forms are included in the bid package or can be found at the end of this addendum as pages two and three. Forms are also to be included with the bidder's response. Forms are to be submitted to Heidi Laramie [heidi.h.laramie@doc.nh.gov](mailto:heidi.h.laramie@doc.nh.gov) no later than one (1) business day prior to the pre-bid visit.

**Question 2:** On plan sheet M-300, note #2, scope of work says to provide a pot feeder and valves as shown on detail 2/M-300. I did not see a detail listed on that plan sheet for a pot filler.

**State Response:** Note #2 on drawing M300 should be revised to indicate that there is no chemical pot feeder in the project.

**PURCHASING AGENT:** Ryan Fuller  
**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Glover Plumbing & Heating Service

ADDRESS: 2035 Franklin Pierce Hwy Barrington, NH 03825

PRINT NAME: David Glover SIGNATURE: *David Glover*

TEL. NO. 603-664-9733 EMAIL ADDRESS: gloverdavid59@gmail.com

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



**STATE OF NEW HAMPSHIRE  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398**

Date of Change: July 24, 2024

**ADDENDUM # 02 TO BID INVITATION 2935-25**

**DATE AND TIME OF BID CLOSING: 7/31/2023 10:00 AM**

**FOR: NHC FW Boiler Heating System Repair Services**

**Question 1:** Is PREA training required for this project, if formal training is required is that done at the prison, if not where can we find the training if required?

**State Response:** PREA training is a federal requirement. All contractor and sub-contractor employees must view a 15-minute PREA video online and sign a PREA Acknowledgement Form before starting any work at the facility. Access to the PREA video will be provided via an e-mailed link; the video can be viewed from any location where internet access is available. A copy of the PREA Acknowledgement Form can be found at the end of Attachment 3.

**Question 2:** Who is the existing control contractor for the facility?

**State Response:** Trane.

**Question 3:** Will a contract bond be required if the bid amount is under \$100,000?

**State Response:** Yes, a contract bond will be required regardless of the bid amount.

**Question 4:** Will third party testing be required? Typically, we would test and have the inspectors witness the test per code requirements.

**State Response:** There is no anticipated third-party testing.

**Question 5:** On the walk through it was noted 3" copper piping is used on the domestic water boiler. Will 3" copper be allowed for the new bypass piping?

**State Response:** Yes, 3" copper will be allowed for the new bypass piping.

**Question 6:** Will the superintendent be allowed to be hands on?

**State Response:** Yes, but their primary obligation is supervisory.

**Question 7:** There are two water meters that are also part of the work scope on both fill systems. Is the water meter still part of the work scope? See M-300 work scope note 3.

**State Response:** There are no water meters in the scope of this project. The scope of work note on M-300 was erroneously not modified to match.

**ADDITIONAL NOTES: Please see the updated attached drawings to accompany Addendum # 02.**

**PURCHASING AGENT:** Ryan Fuller  
**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Glover Plumbing & Heating Service

ADDRESS: 2035 Franklin Pierce Hwy Barrington, NH 03825

PRINT NAME: David Glover SIGNATURE: *David Glover*

TEL. NO. 603-664-9733 EMAIL ADDRESS: gloverdavid59@gmail.com

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