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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 28, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1.) Authorize the Department of Administrative Services to enter into a contract with Triple Construction, LLC (VC#395282), Merrimack, NH, in an amount up to and not to exceed $82,186.00 for Milford Circuit Court sound and cellblock improvements for the New Hampshire Bureau of Courts, effective upon Governor and Executive Council approval through December 1, 2025. **Funding is 100% Capital Funds.**

2.) Further authorize the amount of $8,218.60 to the Department of Administrative Services, for contingent services should they be found necessary. This amount is only to be bonded if it is required to be used. **Funding is 100% Capital Funds.**

3.) Further authorize the amount of $14,000.00 to 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% Capital Funds.**

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

	FY 2025
01-14-14-140030-15390000 – 17-228:1-II:D3 - Milford Circuit 034-500162 Repair/Renovation Buildings	$79,186.00
01-14-14-140030-15390000 – 17-228:1-II:D3 - Milford Circuit 034-500162 Repair/Renovation Buildings (Allowance)	$3,000.00
Contractor Price Limitation Total	$82,186.00
01-14-14-140030-15390000 – 17-228:1-II:D3 - Milford Circuit 034-500162 Repair/Renovation Buildings (Contingency)	$8,218.60

01-14-14-140030-15390000 – 17-228:1-II:D3 - Milford Circuit
034-500162 Repair/Renovation Buildings – DPW Fees $14,000.00
Project Total $104,404.60

EXPLANATION

At the request of the Bureau of Courts (BCF), the Department of Public Works (DPW) contacted the Department of Administrative Services (DAS), Bureau of Purchase and Property (BoPP), on October 10, 2024, with a request for assistance to competitively bid soundproofing and cellblock improvement services at the Milford Circuit Court. After compiling the specifications, required documentation, and schedule planning, the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2987-25 on December 9, 2024, with responses due on January 3, 2025. This bid reached eighty-seven (87) vendors through the NIGP registry with an additional thirteen (13) directly sourced. There were two compliant responses received with the lowest being from Triple Construction, LLC.

Upon approval, this contract shall facilitate the required repairs and cellblock improvements of the Milford Circuit Court to ensure the rooms are soundproof for security and privacy enhancement. The full scope of this project represents a requested price limitation up to and not to exceed $82,186.00 to perform sound and cellblock improvements as defined by the scope of work under the oversight of the DPW. The price limitation includes an allowance, at the discretion of the agency, of $3,000.00 for any unforeseen issues. Vendor has submitted all required and certified payment and performance bond paperwork. The payment and performance bond is certified at $82,186.00 or 100% of the project cost.

Contract financials	
Vendor project bid amount	$79,186.00
Vendor project allowance	$3,000.00
Requested project price limitation	$82,186.00
Contingency (10% if required)	$8,218.60
DPW fees	$14,000.00
Grand total	$104,404.60

Based on the foregoing, I am respectfully recommending approval of the contract with Triple Construction, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Milford Circuit Court Sound and Cellblock Improvements	Agency	Bureau of Courts
Bid #	2987-25	RQ #	N/A
Agent Name	James Poulin	Bid Closing	1/3/2025

Indicates Award: ☐

Qty	UOM	Product Description	Triple Construction LLC	D.L. King & Associates, Inc.
			Total Bid	Total Bid
1	EA	Total Project Bid Amount for Milford Circuit Court	$79,186.00	$89,300.00
1	EA	Project Allowance $3k	$3,000.00	$3,000.00
		Vendor Subtotal	$82,186.00	$92,300.00
1	EA	Contingency for project (10% of bid)	$8,218.60	$9,230.00
1	EA	DPW Fees	$14,000.00	$14,000.00
		Total	**$104,404.60**	**$115,530.00**

Recommendation Summary	
Number of Solicitations Received	2
Number of Sourced bidders	13
Number of NIGP Vendors Sourced	76
Number of non-responsive bidders	87
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	ACH

Special Notes:

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 Triple Construction, LLC		1.4 Contractor Address 237 Daniel Webster Hwy, Merrimack, NH 03054	
1.5 Contractor Phone Number 603-546-1082	1.6 Account Unit and Class Various	1.7 Completion Date December 1, 2025	1.8 Price Limitation $82,186.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature Date: 1.29.25		1.12 Name and Title of Contractor Signatory Kevin Cormier, Member	
1.13 State Agency Signature Date: 3/26/26		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: Christen Lavers On: 4/3/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: KC

Date: 1.29.25

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials KC

Date 1.29.25

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.

Contractor Initials KC

Date 1.29.25

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials KC

Date 1.29.25

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials KC

Date 1.29.25

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Triple Construction, 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, Bureau of Courts, with soundproofing and cellblock improvements in accordance with the bid submission in response to State Request for Bid 2987-25and 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
   - APPENDIX A Project Execution Requirements
   - APPENDIX B Project Drawings

   2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) Appendix A "Project Execution Requirements", and (5) Appendix B "Project Drawings."

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence upon approval of the Governor & Executive Council (the "effective date") and issue of a Notice to Proceed (NTP) by the Department of Public Works (DPW) and shall continue thereafter until the DPW provides documentation of successful completion. The term of the contract shall be through December 1, 2025, a period of approximately ten (10) months.

   3.2. The contract may be extended under the same terms, conditions, and pricing structure at the sole discretion of the State and approval of the Governor & Executive Council.

4. **SCOPE OF WORK:**
   4.1. General

   4.1.1. Contractor shall repair and replace, if necessary, the interior door seals at the Milford Circuit Courthouse making the rooms airtight and soundproof.

   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 soundproofing and cellblock improvements located at 4 Meadowbrook Drive, Milford, NH 03055, 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 doors and entryways 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. Any and all work required to leave the facility as a fully operable project per the Contract.

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

Contractor Initials KC

Date 1.29.25

4.2.5. Provide any testing and commissioning for the project.

4.3. Details

4.3.1. Door Leafs

4.3.1.1. Door leafs shall remain in place with no changes made to them

4.3.1.2. These doors are test rated and approved but are lacking proper door seals

4.3.2. Weatherstripping

4.3.2.1. Currently they are neoprene bulbs adhered to the frames with pressure sensitive adhesive

4.3.2.2. Some are good and airtight and do not need corrective actions

4.3.2.3. Other door locations are peeling and need to be repaired or replaced

4.3.3. Jambs and Headers

4.3.3.1. Install adjustable perimeter seals

4.3.3.2. Pemko Model 379 S or Model 379 R or Zero/Allegion Model 870

4.3.3.3. Substitutions will be considered but need to be approved

4.3.3.4. Adjustment screws should be backed out prior to installation so that the rubber seal is just showing through the aluminum housing

4.3.3.5. Seal should push on the door surface wherever the door surface is in relation to the frames

4.3.3.6. Cell block doors appear to be properly outfitted with seals

4.3.4. Automatic Door Bottoms

4.3.4.1. All doors have automatic door bottom seals fully mortised into the bottom edge of the door leafs

4.3.4.2. Door seals are not properly adjusted and do not make contact with e floor across the entire width of the door

4.3.4.3. Surface is not flush (carpet and tile)

4.3.4.4. Door seals should be adjusted to make tight contract with a new flush threshold saddles

4.3.5. Thresholds

4.3.5.1. Many doors have floor transitions from carpet to tile where the bottom door seal is meant to drop

4.3.5.2. Automatic door bottom seals cannot be airtight due to these conditions

4.3.5.3. Vendor should retrofit a thin wood or metal threshold saddle or cover plate

4.3.5.4. Pemko 2219 or Zero Model 49 should be used

4.3.5.5. Substitutions will be considered but need to be approved

4.3.6. Astragals

4.3.6.1. Astragals should be outfitted with a new seal

4.3.6.2. Pemko Model 313 or Zero/Allegion Model 53A

4.3.6.3. Substitutions will be considered but need to be approved

4.3.6.4. A kerf cut will need to be made in the edge of the existing door to accommodate new seals

4.3.7. Vision Lites

4.3.7.1. Remove the wood molding over venetian blinds

4.3.7.2. Seal any gays with spray foam insulation

4.3.7.3. Replace wood molding

4.4. Appendices

Contractor Initials KC

Date 1.30.25

4.4.1. Specific project requirements are incorporated into Appendices A and B as part of Exhibit B.

4.4.1.1. Appendix A incorporates the following project requirements into this document:

4.4.1.1.1. Special Requirements

4.4.1.1.2. General Conditions

4.4.1.1.3. Summary

4.4.1.1.4. Price and Payment Procedures

4.4.1.1.5. Administrative Requirements

4.4.1.1.6. Submittal Procedures

4.4.1.1.7. Quality Requirements

4.4.1.1.8. Temporary Facilities and Controls

4.4.1.1.9. Construction Waste Management and Disposal

4.4.1.1.10. Product Requirements

4.4.1.1.11. Execution Requirements

4.4.1.1.12. New Hampshire Department of Employment Security

4.4.1.2. Appendix B incorporates all project drawings into this document.

4.4.2. The Contractor shall abide by all project requirements set forth in all Appendices.

4.4.3. All subcontractors shall abide by all project requirements set forth in all Appendices.

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.

Contractor Initials KL

Date 1.29.25

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 soundproofing and cellblock improvement services strictly pursuant to, and in conformity with, the specifications described in State RFB 2987-25, 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.

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. Contractor shall not be allowed to require any other type of order, nor shall the Contractor 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.

Contractor Initials KC

Date 1.30.25

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

9.1. The Contractor hereby agrees to provide soundproofing and cellblock improvement 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 $82,186.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE (milestones):

10.1. 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.

10.2. 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.

CONTRACT 8003632 Milford Circuit Court Sound and Cellblock Improvements	
VENDOR BASE BID	$79,186.00
PROJECT ALLOWANCE	$3,000.00
TOTAL PROJECT BID AMOUNT	$82,186.00

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. 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 warrantees 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.

Contractor Initials VC

Date 1.29.25

12.2. Payment requisition forms, change order forms, and invoicing questions can be sent to Caitlyn Stubbs at Caitlyn.m.stubbs@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.

Contractor Initials KC

Date 1.29.25

SECTION 00250

SPECIAL REQUIREMENTS – NHDAS-DPW

PART 1 GENERAL

1.1 SECTION INCLUDES

A. COVID-19 Response

B. Security.

1.2 COVID-19 RESPONSE

A. The Contractor shall comply with all applicable NH Governor Emergency Orders related to the COVID-19 pandemic. The Contractor is encouraged to adhere to all current State and Federal guidelines related to the prevention of the spread of coronavirus.

1.3 SECURITY

A. Security Check:
1. After Award of Bid and prior to the start of construction the Contractor shall submit a list of all contractors' employees, all subcontractors' employees, and other related personnel who will be physically required to work at the project site per the Press Release Form.
2. Anyone with a criminal history, other than traffic violations that have not been annulled will not be allowed to work at the project site. No exceptions will be allowed.
3. The Contractor will pay the $25.00 fee.

B. Entry Control:
1. Restrict entrance of persons and vehicles into Project site.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors, make available to Owner on request.

C. Personnel Identification:
1. A drivers license or other acceptable positive identification will be required.
2. Contractor shall provide a badge; badge to include: Personal photograph, name and assigned number and employer.
3. Contractor shall maintain list of accredited persons; submit copy to Owner on request.
4. Require return of badges at expiration of their employment on the Work.

D. Restrictions:
1. Do not allow cameras on site or photographs taken except by written approval of Owner.

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 1 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 1 – 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.

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

B. Irrevocable Letter of Credit: In lieu of retainage for Projects amounting to Five Hundred Thousand ($500,000.00) or more, the Contractor, with the approval of the Commissioner, may provide the Commissioner with a Letter of Credit in an amount equal to five percent (5%) of the total adjusted Contract amount at the time of such request. Any such Letter of Credit must be irrevocable (that is, it may be modified or revoked only with the consent of the Commissioner). It shall have a termination date at least one hundred twenty (120) days after the completion date specified in the underlying Contract, or as may be altered in accordance with the Contract Documents, whichever is later. The Letter of Credit shall authorize the Commissioner to require the issuing financial institution to deposit with the State an amount equal to the retainage that would have been deducted from payment to the Contractor, as specified in 10.4.A. The Commissioner may utilize the amount so deposited in the same manner as retainage.

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.

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 warrantees 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 or his/her designee 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 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Work by State.

C. State supplied products.

D. Contractor's use of site and premises.

E. Work sequence.

F. State occupancy.

G. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes correcting sound leakage in the current Milford Circuit Court House and reconfiguring the cellblock room.

B. SITE EXAMINATION
   1. Examine Project site before submitting a Bid.

C. Contact Brian Young to set up a site visit: Cell Phone 603-892-4519

D. Perform Work of Contract under stipulated lump sum base bid contract with State in accordance with Conditions of Contract.

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

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Access to Site: Limited to normal working hours.

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

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

D. Time Restrictions for Performing Work: Normal working hours of 7:00 am to 4:00 pm, Monday through Friday with the following restrictions:
   1. No access during the following observed holidays:
      a. New Year's Day.
      b. Martin Luther King Jr. Civil Rights Day.
      c. Washington's Birthday.
      d. Memorial Day.
      e. Independence Day.
      f. Labor Day.
      g. Veterans' Day.
      h. Thanksgiving Day.
      i. Day after Thanksgiving.
      j. Christmas Day.
   2. Access for work outside of normal working hours shall be requested in writing to the Contract Administrator, at least one week in advance. The Contract Administrator may accept or reject the request.

E. Utility Outages and Shutdown: Shall be coordinated with the building users to minimize disruption of services and may require work to take place outside of normal working hours.

1.4 WORK SEQUENCE

A. Work shall commence within 15 days after issuance of Notice to Proceed. Failure to comply shall constitute Default of Contract.

1.5 STATE OCCUPANCY

A. The State will occupy the premises for the conduct of normal operations.

B. Cooperate with State to minimize conflict, and to facilitate State's operations.

C. Schedule the Work to accommodate State occupancy.

1.9 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Allowances.

B. Testing and inspection allowances.

C. Schedule of values.

D. Requisition for payment.

E. Change procedures.

F. Defect assessment.

G. Unit prices.

H. Alternates.

1.2 BID ITEMS

A. 901 Bid Item 1: All labor, materials, and equipment required by drawings and specifications.

1.3 ALLOWANCES

A. 902 Bid Item 2: Allowance: Include in the Contract, a stipulated sum/price of $3,000 for use upon the Bureau's instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

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.

1.4 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, allowances.

D. Include a separate line item for the amount of each Allowance and Alternates specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

E. Revise schedule to list approved Alteration Orders, with each Requisitions For Payment.

1.5 REQUISITION FOR PAYMENT

A. Submit three copies of each application on the Bureau'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 – NHDAS-DPW, Item 10.

E. Submit with transmittal letter as specified in Section 01330.

F. Substantiating Data: When the Contract Administrator requires substantiating information, submit data justifying dollar amounts in question.

G. 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, which will be returned to Contractor.
   3. Affidavits attesting to off-site stored products.
   4. Construction progress schedules, revised and current as specified in Section 01330.

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1.6 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.

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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 Director or Deputy Director, 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 Director or Deputy Director will issue the Alteration Order to the Contractor for review and signature.
4. Contractor submits signed Alteration Order to the Bureau Director.
5. The Bureau completes the Alteration Order with the signature of the Bureau Director or Deputy Director.
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:

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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.

1.7 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.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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. Field engineering.

F. Preconstruction meeting.

G. Site mobilization meeting.

H. Progress meetings.

I. Pre-installation meetings.

J. Cutting and patching.

K. 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 and for portions of Work designated for State's occupancy.

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
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, and Contractor's Superintendent.

C. Potential Agenda Topics:
1. Distribution of Contract Documents. The Contract is responsible for any and all reproduction of Contract Documents.
2. <u>The Contractor shall submit Work Certificate(s) (as defined in this Section) for the Contractor and all known subcontractors.</u>
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. <u>Submission of Master List of subcontractors and all personnel expected to be on site.</u>
6. <u>Review daily log-in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List.</u>

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. **Submittal and posting of Excavation Tax Certificate, as required per RSA 72-B if over 1000CY of material are anticipated to be removed from the site.**
11. Designation of personnel representing parties in Contract.
12. Use of premises by State and Contractor.
13. State's requirements and occupancy.
14. Construction facilities and controls provided by State.
15. Temporary utilities provided by State.
16. Survey and building layout.
17. Security and housekeeping procedures.
18. Schedules.
19. Traffic Control Plan.
20. Application for payment procedures.
21. Procedures for testing.
22. Procedures for maintaining record documents.
23. Requirements for start-up of equipment.
24. 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), Architect/Engineer, Special Consultants, Contractor, and Contractor's Superintendent.

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. 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.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 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 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 material 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.

3.2 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new 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 specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed 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 1/4 inch or more occurs, submit recommendation for providing smooth transition to [Contract Administrator for review.

M. Trim existing doors to clear new floor finish. Refinish trim to specified condition.

N. Replace portions of new surfaces, which are damaged, lifted, discolored, or showing other imperfections, which do not conform to product specifications.

O. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

P. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 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. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Contractor to also provide one hard-copy of all approved submittals to the Clerk of the Works.

B. At completion of the project the Contactor shall provide two (2) digital copies on USB drives and two (2) hard copies in the form of a three-ring binder with all information from contract document software.

C. Transmit each submittal with Division accepted form.

D. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

E. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

F. 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.

G. Schedule submittals to expedite Project Coordinate submission of related items. Deliver to:

Bryan La Roche
Oak Point Associates
blaroche@oakpoint.com

cc: below when submittals are sent directly to Architect and or Engineer.
Caitlyn Stubbs
Caitlyn.M.Stubbs@das..nh.gov

H. 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. Direct return of shop drawings from Architect or Engineer to Contractor is not permitted.

I. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

J. Allow space on submittals for Contractor and Architect or Engineer review stamps.

K. When revised for resubmission, identify changes made since previous submission.

L. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

M. Submittals not requested will not be recognized or processed.

N. 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.

A. Submit horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

B. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

C. Indicate estimated percentage of completion for each item of Work at each submission.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

E. Indicate estimated percentage of completion for each item of Work at each submission.

F. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

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 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 digital copies to Contract Administrator, Architect, Engineer.

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.

1.6 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.

A. Submit number of copies Contractor requires, a digital copy to Contract Administrator, Architect, Engineer.

B. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to the Contract Administrator in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 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.

1.13 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of construction throughout progress of Work produced by an experienced photographer, acceptable to the Contract Administrator.

B. Each month submit photographs with Application for Payment.

C. Photographs: Submit digital images via e-mail or on compact discs.

D. Identify each image. Identify name of Project, orientation of view, date and time of view.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances

C. References.

D. Safety

E. Supervision

F. Testing and inspection services.

G. Manufacturers' field services.

H. Examination.

I. Preparation.

1.2 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 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.

1.7 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 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 [registered Engineer] [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.

1.8 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, as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to the Contract Administrator 30 days 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.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 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.

3.2 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

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 sanitary facilities.

B. Construction Facilities:
1. Field offices and sheds.
2. Vehicular access.
3. Parking.
4. Progress cleaning and waste removal.
5. Traffic regulation.

C. Temporary Controls:
1. Security.
2. Noise control.
3. Pest control.
4. Pollution control.
5. Rodent control.
6. Removal of utilities, facilities, and controls.

D. 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.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY HEATING

A. Existing facilities may be used.

1.5 TEMPORARY COOLING

A. Existing facilities may be used.

1.6 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.7 TEMPORARY SANITARY FACILITIES

A. Existing designated facilities may be used during construction operations. Maintain daily in clean and sanitary condition.

B. Maintain existing facilities used for construction operations to same or better condition as original condition.

1.8 FIELD OFFICES AND SHEDS

A. Do not use permanent facilities for field offices or for storage.

1.9 PARKING

A. Use of designated areas of existing parking facilities used by construction personnel is permitted.

B. Do not allow heavy vehicles or construction equipment in parking areas.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.11 NOISE CONTROL

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

1.12 PEST CONTROL

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

1.13 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.

1.14 RODENT CONTROL

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

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

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

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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. Organic plant debris.
4. Earth materials.
5. Native stone and granular fill.
6. Concrete and Asphalt paving.
7. Wood with and without embedded nails and staples.
8. Glass, clear and colored types.
9. Metals.
10. Gypsum products.
11. Acoustical ceiling tile.
12. Carpeting.
13. Equipment oil.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 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.

3.2 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 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

PART 3 EXECUTION

Not Used.

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. Protecting installed construction.

F. Project record documents.

G. Operation and maintenance data.

H. Manual for materials and finishes.

I. Manual for equipment and systems.

J. Spare parts and maintenance products.

K. Product warranties and product bonds.

L. Clean air certification.

M. Maintenance service.

N. Guarantee of work.

1.2 CLOSEOUT PROCEDURES

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

1. Provide submittals to the Contract Administrator as required by the Contract Documents and as required by authorities having jurisdiction.

B. Only after completion of all Punch List items and submission of all items the Contractor shall submit a Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

C. State will occupy all portions of building 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. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to State's personnel two weeks prior to date of Substantial Completion.

B. 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.

C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

1.6 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 instructions 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. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

G. Submit documents to the Contract Administrator at time of Substantial Completion.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineer(s), Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. Parts list for each component.
   c. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Certificates.
   c. Originals of warranties and bonds.

1.8 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The Contract Administrator will review draft and return one copy with comments.

B. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

C. Submit two sets of revised final volumes in final form prior to final inspection.

D. 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.

E. 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.

F. Additional Requirements: As specified in individual product specification sections.

G. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Contract Administrator will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by State, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form prior to final inspection.

E. 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. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Include manufacturer's printed operation and maintenance instructions.

H. Additional Requirements: As specified in individual product specification sections.

1.10 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; obtain receipt prior to final payment.

1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after Substantial Completion. All warranties start dates shall be the Substantial Completion Date, if project is phased all warranties to start at the date of Substantial Completion of each phase.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. Make submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.12 GUARANTEE OF WORK

A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting form 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.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

DOCUMENT 00120

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY
EMPLOYMENT OF NEW HIRES (3/2/2012)

The following is a list of the local State Employment Security Offices from which the Contractor may secure the unskilled labor for this project:

Department of Employment Security
151 Pleasant Street
Berlin, NH 03570-2006
Telephone: 603.752.5500

Department of Employment Security
404 Washington Street, P.O. Box 180
Claremont, NH 03743-0180
Telephone: 603.543.3111

Department of Employment Security
6 Marsh Brook Drive
Somersworth, NH 03878-1595
Telephone: 603.742.3600

Department of Employment Security
149 Emerald Street, Suite Y
Keene, NH 03431-3662
Telephone: 603.352.1904

Department of Employment Security
426 Union Avenue, Suite 3
Laconia, NH 03246-2894
Telephone: 603.524.3960

Department of Employment Security
518 White Mountain Highway
Conway, NH 03818
603.447.5924

Department of Employment Security
646 Union Street, Suite 100
Littleton, NH 03561-5351
Telephone: 603.444.2971

Department of Employment Security
300 Hanover Street
Manchester, NH 03104-4957
Telephone: 603.627.7841

Department of Employment Security
6 Townsend West
Nashua, NH 03063-1217
Telephone: 603.882.5177

Department of Employment Security
2000 Lafayette Road
Portsmouth, NH 03801-5605
Telephone: 603.436.3702

Department of Employment Security
29 South Broadway
Salem, NH 03079-3026
Telephone: 603.893.9185

Department of Employment Security
45 South Fruit Street
Concord, NH 03301
603.228.4100

For a list of Disadvantaged Business Enterprises, the State EEO Coordinator, Larisa Djuvelek-Ruggiero, may be contacted at the Labor Compliance Office, Bureau of Human Resources, John O. Morton Building, Concord, N.H., Telephone: 603/271-6612.

STATE OF NEW HAMPSHIRE

Department of Administrative Services

DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

MILFORD CIRCUIT COURT - SOUND & CELLBLOCK IMPROVEMENTS

4 Meadowbrook Drive
Milford, New Hampshire

DPW Project #81320 Contract B

DPW BUREAU OF PUBLIC WORKS Design & Construction

COMMISSIONER-DEPARTMENT OF ADMINISTRATIVE SERVICES

ADMINISTRATOR-DIVISION OF PUBLIC WORKS

COMMISSIONER-DEPARTMENT OF BUILDING AGENCY

LOCATION MAP

REVISIONS

DATE	SYMBOL
DESCRIPTION	
DATE	SYMBOL
DESCRIPTION	
DATE	SYMBOL
DESCRIPTION	

PROJECT NAME
Milford Circuit Court - Sound & Cellblock Improvements

PROJECT NUMBER
81320

ISSUE DATE
06/26/2024

SHEET NUMBER
G-001

ARCHITECT
Oak Point Associates
85 Middle Street
Portsmouth, NH 03801
603-436-4800
blaroche@oakpoint.com

ABBREVIATIONS

+	PLUS OR MINUS
CONC	CONCRETE
CONT	CONTINUOUS
EQUIP	EQUIPMENT
EXIST	EXISTING
H	HOSPITAL
NIC	NOT IN CONTRACT
MECH	MECHANICAL
MTL	METAL
MFR	MANUFACTURER
OC	ON CENTER
PT	PRESSURE PRESERVATIVE TREATED
RD	ROOF DRAIN
RTU	ROOF TOP UNIT
SS	STAINLESS STEEL
TYP	TYPICAL
VF	VERIFY IN FIELD
VTR	VENT THROUGH ROOF
WD	WOOD

LEGEND

- EXISTING KEYNOTE
- REMOVALS KEYNOTE
- NEW KEYNOTE
- ROOM NAME AND NUMBER
- DOOR NUMBER
- COLUMN GRID LINE
- INTERIOR ELEVATION — SHEET WHERE INTERIOR ELEVATION IS DRAWN
- DETAIL NUMBER — SHEET WHERE DETAIL IS DRAWN
- DETAIL NUMBER — SHEET WHERE DETAIL IS DRAWN — SHEETS WHERE DETAIL IS TAKEN
- PHOTOGRAPH LOCATION
- REMOVE OR SALVAGE EXISTING ITEM
- PROVIDE ITEM OR SALVAGE ITEM
- EXISTING ITEM TO REMAIN
- LIMIT OF WORK

DRAWING LIST

SHEET NO	DISCIPLINE	SHEET	DRAWING TITLE
1 OF 9	GENERAL	G-001	COVER SHEET
2 OF 9	GENERAL	G-003	GENERAL CONSTRUCTION NOTES, LEGEND, ABBREVIATIONS, AND DRAWING LIST
3 OF 9	ARCHITECTURAL	AD101	FIRST FLOOR REMOVALS PLAN
4 OF 9	ARCHITECTURAL	AD102	ENLARGED REMOVALS FLOOR PLAN AND REMOVALS DETAIL
5 OF 9	ARCHITECTURAL	AC001	SPECIFICATIONS
6 OF 9	ARCHITECTURAL	AE101	FIRST FLOOR PLAN
7 OF 9	ARCHITECTURAL	AE102	ENLARGED FLOOR PLAN AND INTERIOR ELEVATIONS
8 OF 9	ARCHITECTURAL	AE201	DOOR SCHEDULE AND DETAIL
9 OF 9	ARCHITECTURAL	AE701	REFLECTED CEILING PLANS

GENERAL CONSTRUCTION NOTES

1. WORK INCLUDED IN THIS CONTRACT MUST CONFORM TO STATE, NATIONAL, LOCAL, AND OTHER CODES AND ORDINANCES WHICH APPLY TO THIS PROJECT.
2. WORK SHOWN ON DRAWINGS IS NEW TO BE PROVIDED BY THE CONTRACTOR UNLESS INDICATED AS EXISTING OR NOT IN CONTRACT (NIC).
3. FIELD VERIFY EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE CONTRACT ADMINISTRATOR PRIOR TO BEGINNING THE WORK. PROCEED WITH THE WORK ONLY AFTER THE DISCREPANCY(IES) HAS(HAVE) BEEN RESOLVED BY THE CONTRACT ADMINISTRATOR.
4. DURING THE ENTIRE CONTRACT PERIOD, MAINTAIN THE CONSTRUCTION SITE(S) IN A SECURE, NEAT, CLEAN AND SAFE MANNER.
5. WORK PRACTICES, EQUIPMENT, AND PERSONNEL PROTECTION MEASURES MUST CONFORM TO OSHA STANDARDS.
6. OBTAIN PERMITS WHICH ARE REQUIRED FOR THE SATISFACTORY COMPLETION OF THE WORK.
7. DISPOSE OF AND/OR RECYCLE CONSTRUCTION DEBRIS FROM THE PROJECT SITE AS REQUIRED BY THE STATE OF NEW HAMPSHIRE. OBTAIN DISPOSAL PERMITS WHICH ARE REQUIRED.
8. WORK FROM GIVEN DIMENSIONS AND LARGE SCALE DETAILS ONLY. DO NOT SCALE DRAWINGS.
9. MAINTAIN BUILDING EGRESS PATHS DURING THE ENTIRE CONTRACT PERIOD. PROVIDE PENCHING AT WORK AREAS TO PREVENT BUILDING OCCUPANTS AND PEDESTRIAN TRAFFIC FROM ENTERING AREAS OF WORK.
10. BUILDING WILL REMAIN OCCUPIED DURING CONSTRUCTION WORK. COORDINATE THE TIMING AND SEQUENCE OF WORK WITH THE CONTRACT ADMINISTRATOR PRIOR TO COMMENCING WORK.
11. THE CONTRACTOR MUST NOTIFY THE CONTRACT ADMINISTRATOR A MINIMUM OF ONE WEEK PRIOR TO INTERRUPTING UTILITY SERVICES.
12. PROTECT EXISTING SYSTEMS, DOORS, FRAMES, AND SURFACES TO REMAIN. DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS MUST BE REPAIRED OR REPLACED AS APPROVED BY THE CONTRACT ADMINISTRATOR AT NO ADDITIONAL COST TO OWNER.

OAK POINT

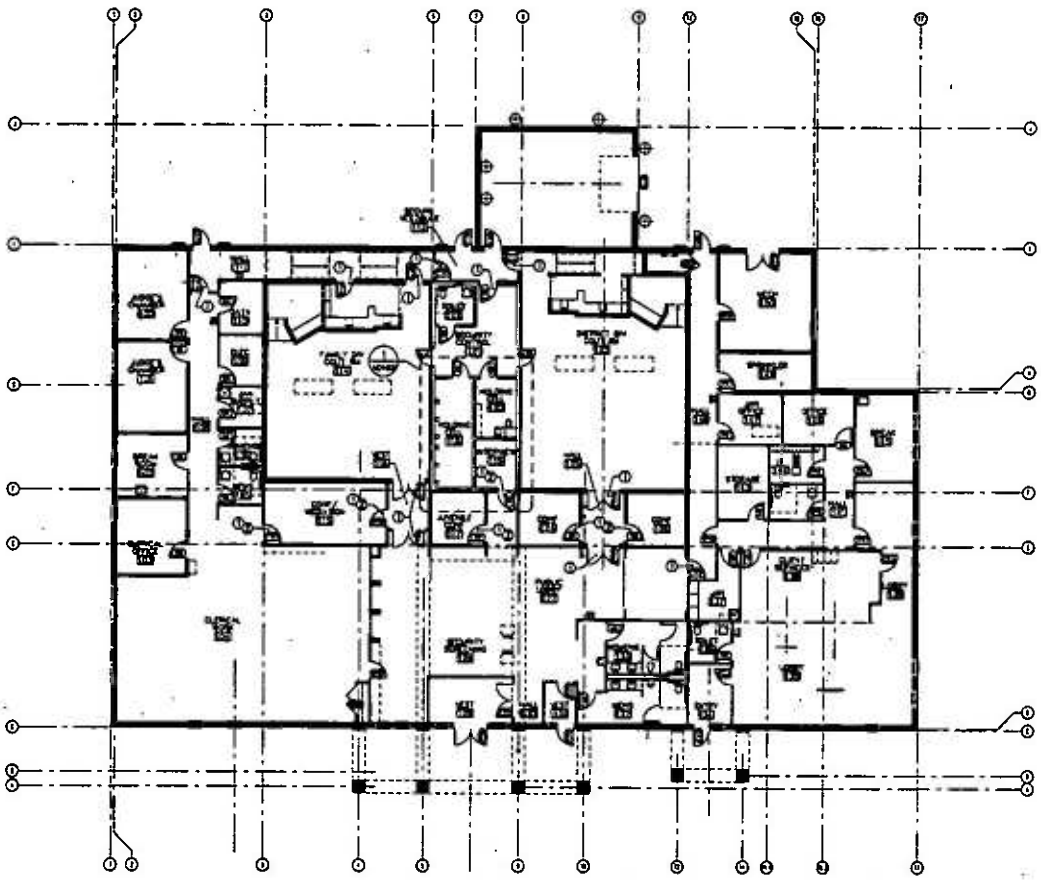
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

REVISIONS

MILFORD CIRCUIT COURT
4 KELLOGGSBROOK DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

GENERAL CONSTRUCTION NOTES, LEGEND, ABBREVIATIONS, AND DRAWING LIST

G-003

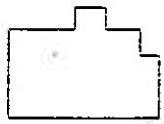


GENERAL REMOVALS NOTES

1. SEE SHEET G-002 FOR GENERAL CONSTRUCTION NOTES, ABBREVIATIONS, AND LEGEND.
2. VERIFY IN FIELD EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF REMOVALS.

KEYNOTES (THIS SHEET ONLY)

1. REMOVE DOOR LEAF AS REQUIRED TO COMPLETE THE WORK. COORDINATE WITH DOOR SCHEDULE AND ASBY AND ACOUSTIC REPORT.
2. REMOVE PORTION OF EXISTING FLOOR FINISH AT DOOR THRESHOLD. SEE DETAIL 2/A2.102.



KEYPLAN
NOT TO SCALE

NORTH

GRAPHIC SCALE

1/8" = 1'-0"

CHECK GRAPHIC SCALE BEFORE USING

1 (A101) FIRST FLOOR REMOVALS PLAN
SCALE: 1/8" = 1'-0"

OAK POINT

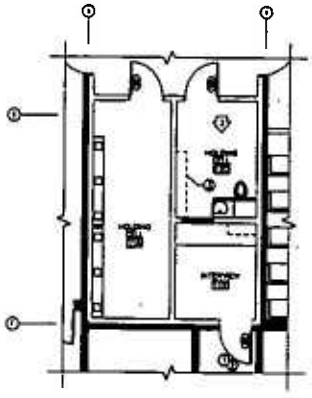
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

REVISIONS

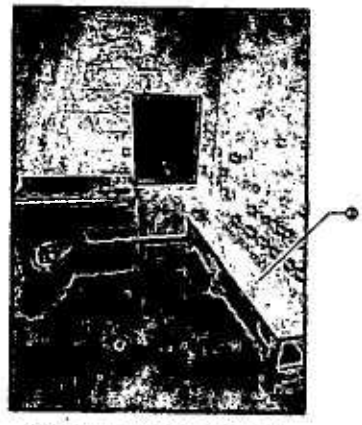
WILFORD CIRCUIT COURT
1 MEADOWBROOK DRIVE
WILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

FIRST FLOOR REMOVALS PLAN

A101



1 ENLARGED REMOVALS FLOOR PLAN
ADMIN. SUPPORT SCALE: 1/4"=1'-0"



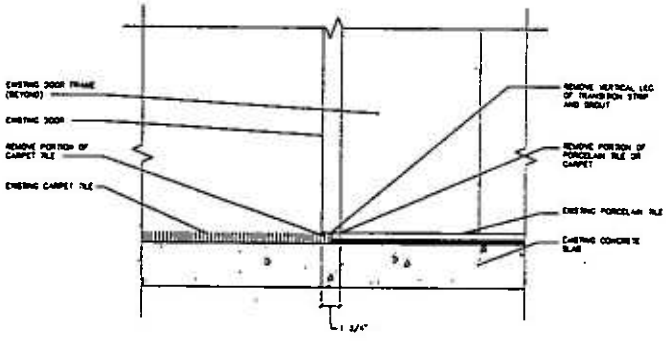
3 HOLDING CELL 120 PHOTOGRAPH
NOT TO SCALE

GENERAL NOTES

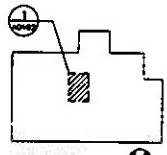
1. SEE SHEET G-000 FOR GENERAL CONSTRUCTION NOTES, ABBREVIATIONS, AND LEGEND.
2. VERIFY IN FIELD EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF REMOVALS.

REMOVALS KEYNOTE (THIS SHEET ONLY)

1. REMOVE DOOR LEAF AS REQUIRED TO COMPLETE THE WORK, COORDINATE WITH DOOR SCHEDULE AN A600 AND ACOUSTIC REPORT.
2. REMOVE PORTION OF EXISTING FLOOR FINISH AT DOOR THRESHOLD, SEE DETAIL 2/A2102.
3. REMOVE FLOOR MOUNTED METAL BENCH, SALVAGE AND RETURN TO BUREAU OF COURT FACILITIES. PATCH FLOOR AT BOLT LOCATIONS, MATCH EXISTING FLOOR FINISH.



2 FLOORING REMOVALS DETAIL
SCALE: 3"=1'-0"



KEYPLAN
NOT TO SCALE

PLAN NORTH

GRAPHIC SCALES

1/4"=1'-0"

3"=1'-0"

CHECK GRAPHIC SCALES BEFORE USING

OAK POINT ASSOCIATES

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

REVISIONS		
NO.	DESCRIPTION	BY

HILLSBORO CIRCUIT COURT
4 MEADOWBROOK DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

ENLARGED REMOVALS FLOOR PLAN AND REMOVALS DETAIL

"AS"

A5106

ARCHITECTURAL SPECIFICATIONS

DIVISION 08 - OPENINGS

1. Part 1 General
   1.1. Performance Requirements
      1.1.1. Sound ratings: Provide products assemblies with assemblies for sound-control doors classified to STC rating for ASTM E413 for the configurations indicated.
   1.2. Submittals
      1.2.1. Product Data: Manufacturer's technical data for each type of product, including preparation instructions & recommendations and installation instructions.
   1.3. Quality Assurance
      1.3.1. Manufacturer Qualifications: The manufacturer of products specified shall have a minimum 5 years of experience in the fabrication and installation of similar products.
      1.3.2. Installer Qualifications: The installer shall have a minimum 5 years of experience in the installation of products similar to those specified.
   1.4. Delivery, Storage, and Handling
      1.4.1. Deliver, store, and handle materials and products in strict compliance with manufacturer's instruction and recommendations.
   1.5. Warranty
      1.5.1. Provide manufacturer's standard limited warranty for products.
2. Part 2 Products
   2.1. Weatherstripping/Seals
      2.1.1. Provide and install adjustable perimeter door seals
      2.1.2. Location: Door head and jambs
      2.1.3. Basis of Design Products:
         2.1.3.1. Pemko Model 279 S or model 279 T
         2.1.3.2. Zero/ Air-lite Model 670
   2.2. Automatic Door Bottoms
      2.2.1. Adjust existing drop seals to make positive contact with the door across the entire width of the door. Adjust after installation of new weatherseals to complete.
   2.3. Thresholds
      2.3.1. Provide and install thresholds
      2.3.2. Location: As indicated on the drawings
      2.3.3. Basis of Design Products:
         2.3.3.1. Pemko 171A
         2.3.3.2. Zero Model 40
   2.4. Astragals
      2.4.1. Provide and install astragals at double doors
      2.4.2. Location: As indicated on the drawings
      2.4.3. Basis of Design Products:
         2.4.3.1. Pemko Model 353
         2.4.3.2. Zero/Air-lite Model 53A
3. Part 3 Execution
   3.1. Examination and Preparation
      3.1.1. Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive work.
      3.1.2. Do not proceed with installation until substrates have been properly prepared and deficiencies from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
   3.2. Adjusting and Cleaning
      3.2.1. Adjust units and hardware, including existing hardware, to doors operate smoothly and latch right with positive contact against and compression sealing perimeter.
      3.2.2. Clean exposed surfaces. Touch up, replace, or replace damaged components in a manner acceptable to owner.

DIVISION 09 - FINISHES

1. Part 1 General
   1.1. Submittals
      1.1.1. Product Data: Manufacturer's technical data for each type of product.
      1.1.2. Shop Drawings: indicating product dimensions, details, and installation methods
   1.2. Quality Assurance
      1.2.1. Manufacturer Qualifications: The manufacturer of products specified shall have a minimum 5 years of experience in the fabrication and installation of similar products.
      1.2.2. Installer Qualifications: The installer shall have a minimum 2 years of experience in the installation of products similar to those specified.
   1.3. Delivery, Storage, and Handling
      1.3.1. Deliver, store, and handle materials and products in strict compliance with manufacturer's instruction and recommendations.
   1.4. Warranty
      1.4.1. Provide manufacturer's standard limited warranty for products.
2. Part 2 Products
   2.1. Textile Sound-Absorbing Ceiling Panels
      2.1.1. Location: As indicated on the drawings.
      2.1.2. Material: Steel fibers bonded with inorganic hydraulic cement
      2.1.3. Surface Texture: Coarse
      2.1.4. UL Classified Noise Reduction Coefficient (NRC): ASTM C423, 0-20(0.00) Classified with UL shell
      2.1.5. UL Classified Flame Spread: ASTM E136/4, Class A. Product must be able to meet this criteria after being painted (3) times.
      2.1.6. Thickness: Standard 1"
      2.1.7. Dimensional Stability/ Mold Resistance: No significant mold growth when tested by ASTM 3273.
      2.1.8. Suspension System: Manufacturer's standard for ceiling finish type.
         2.1.8.1. Provide bumper resistant installation.
      2.1.9. Basis of Design Product:
         2.1.9.1. Armstrong Textura High NRC Direct-Attached Ceiling Panels
   2.2. Textura Fabric Wall Panels
      2.2.1. Location: As indicated on the drawings.
      2.2.2. Material: Steel fibers bonded with inorganic hydraulic cement
      2.2.3. Fabric Wrap: To be selected
      2.2.4. UL Classified Noise Reduction Coefficient (NRC): ASTM C423, 0-20(0.00) Classified with UL shell
      2.2.5. UL Classified Flame Spread: ASTM E136/4, Class A.
      2.2.6. Thickness: 1 [ ] or 2"
      2.2.7. Dimensional Stability/ Mold Resistance: Manufacturer Plus
      2.2.8. Suspension System: Manufacturer's standard for ceiling finish type.
         2.2.8.1. Provide bumper resistant installation.
      2.2.9. Basis of Design Product:
         2.2.9.1. Armstrong Textura Fabric Wall Panels
3. Part 3 Execution
   3.1. Coordination
      3.1.1. Maintain ceiling area and adjacent layout of ceiling units. Coordinate panel layout with existing mechanical and electrical features.
   3.2. Installation
      3.2.1. Install in accordance with manufacturer's installation instructions.
   3.3. Adjusting and Cleaning
      3.3.1. Replace damaged and broken ceiling panels.
      3.3.2. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove ceiling panels that cannot be successfully cleaned or repaired and replace with same stock or new product to eliminate evidence of damage.

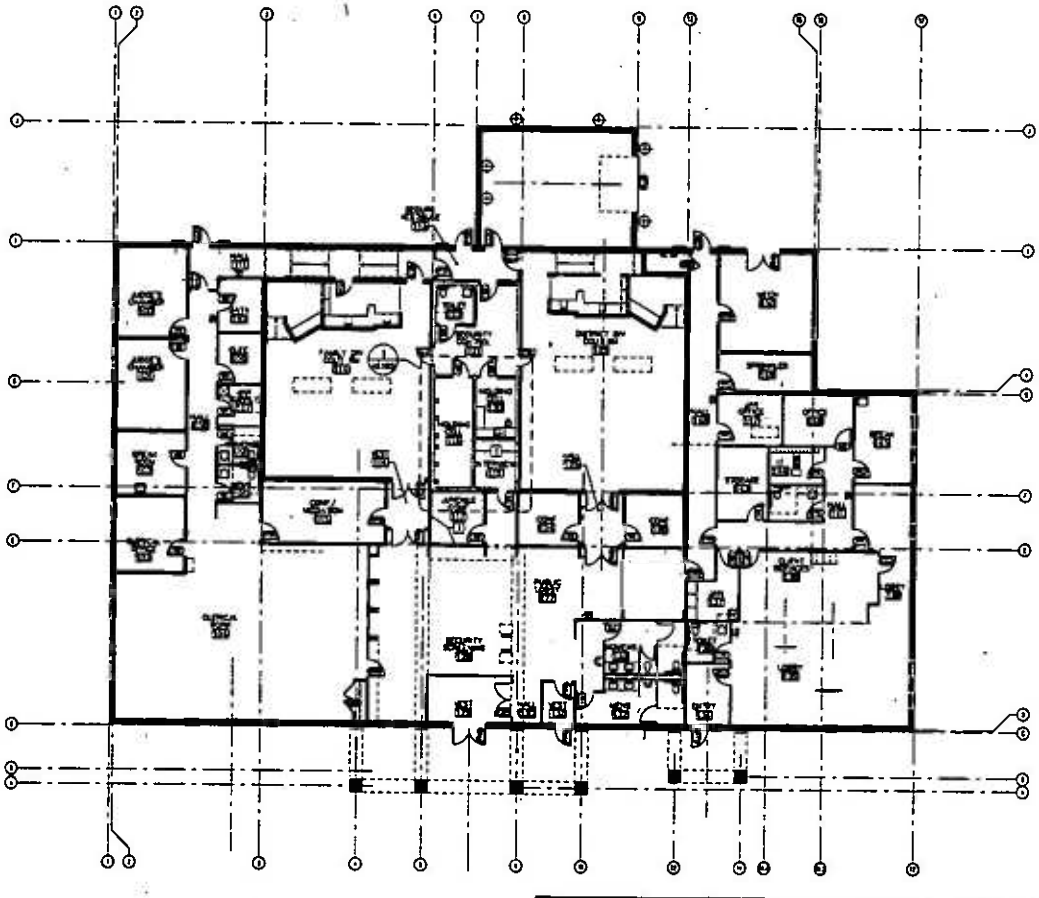
DIVISION 10 - SPECIALTIES

1. Part 1 General
   1.1. Submittals
      1.1.1. Product Data: Manufacturer's technical data for each type of product.
      1.1.2. Shop Drawings: indicating product dimensions, details, and installation methods
   1.2. Quality Assurance
      1.2.1. Manufacturer Qualifications: The manufacturer of products specified shall have a minimum 5 years of experience in the fabrication and installation of similar products.
      1.2.2. Installer Qualifications: The installer shall have a minimum 2 years of experience in the installation of products similar to those specified.
   1.3. Delivery, Storage, and Handling
      1.3.1. Deliver, store, and handle materials and products in strict compliance with manufacturer's instruction and recommendations.
   1.4. Warranty
      1.4.1. Provide manufacturer's standard limited warranty for products.
2. Part 2 Products
   2.1. ADA compliant, floor-mounted automatic opener
      2.1.1. Location: As indicated on the drawings.
      2.1.2. Material: 12 GA. 304 brushed stainless steel
      2.1.3. Features
         2.1.3.1. Door 42" wide by 30" deep
         2.1.3.2. Tamper resistant mounting hardware
         2.1.3.3. Restroom rings
         2.1.3.4. Stainless steel kneeling foot
      2.1.4. Basis of Design Product: Kinghelm Floor-Mounted Automatic Opener
   2.2. ADA compliant, wall-mounted automatic operator
      2.2.1. Location: As indicated on the drawings.
      2.2.2. Material: Hairline finish 304 stainless steel construction with polished finish.
      2.2.3. Features
         2.2.3.1. Wall-mounted design that meets ADA compliance
         2.2.3.2. Tamper resistant mounting hardware
         2.2.3.3. Restroom rings
      2.2.4. Basis of Design Product: Kinghelm Wall-Mounted Automatic Door
3. Part 3 Execution
   3.1. Examination
      3.1.1. Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive work.
   3.2. Installation
      3.2.1. Install in accordance with manufacturer's installation instructions.
   3.3. Adjusting and Cleaning
      3.3.1. Adjust products and hardware to provide smooth operation.
      3.3.2. Clean exposed surfaces. Touch up, replace, or replace damaged components in a manner acceptable to owner.

DIVISION 27 - COMMUNICATIONS

1. Refer to alternative report for sound masking system specifications.

OAK PRINT	STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION	REVISIONS DATE / DESCRIPTION	MILFORD CIRCUIT COURT 5 MEADOWBROOK DRIVE MILFORD, NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES SPECIFICATIONS

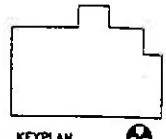


GENERAL NOTES

1. SEE SHEET G-000 FOR GENERAL CONSTRUCTION NOTES, ABBREVIATIONS, AND LEGEND.
2. SEE SHEET A000 FOR DOOR SCHEDULE.
3. SEE SHEET A170 FOR CEILING MOUNTED ACOUSTICAL PANELS.

KEYNOTE (THIS SHEET ONLY)

1. PROVIDE AND INSTALL 7'-0" TALL FABRIC WRAPPED TUFTEX ACOUSTICAL WALL PANELS. FULL LENGTH OF WALL, ALIGN TOP OF PANEL WITH TOP OF DOOR FRAME.



KEYPLAN
NOT TO SCALE

PLAN NORTH

GRAPHIC SCALE
6' 4' 0 8' 16'
1/8"=1'-0"
CHECK GRAPHIC SCALE BEFORE USING

1 FIRST FLOOR PLAN
A100 SCALE: 1/8"=1'-0"

OAK POINT

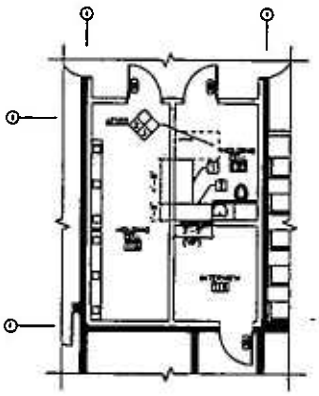
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

REVISIONS

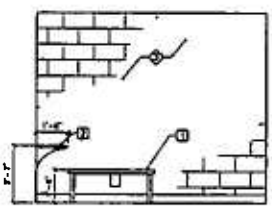
MILFORD CIRCUIT COURT
1 MEADOWBROOK DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

FIRST FLOOR PLAN

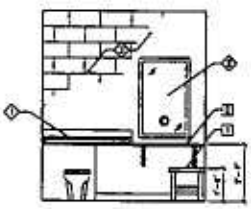
A1101



1 ENLARGED FLOOR PLAN



2 INTERIOR ELEVATION



3 INTERIOR ELEVATION

GENERAL NOTES

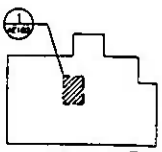
1. SEE SHEET G-002 FOR GENERAL CONSTRUCTION NOTES, ABBREVIATIONS, AND LEGEND.
2. SEE SHEET A0.01 FOR DOOR SCHEDULE.
3. SEE SHEET A0.01 FOR CEILING MOUNTED ACOUSTICAL PANELS.

EXISTING KEYNOTES (THIS SHEET ONLY)

1. EXISTING DETENTION TOILET/SINK UNIT
2. EXISTING TRANSACTION WINDOW
3. EXISTING CMU WALL

KEYNOTES (THIS SHEET ONLY)

1. 48" LONG BY 30" WIDE ADA COMPLIANT FLOOR MOUNTED DETENTION BENCH.
2. ADA COMPLIANT WALL MOUNTED TRANSACTION COUNTER.



KEYPLAN
NOT TO SCALE

PLAN NORTH

GRAPHIC SCALES

1/4"=1'-0"

1/8"=1'-0"

CHECK GRAPHIC SCALES BEFORE USING

OAK POINT

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

DATE	REVISIONS	BY

MILFORD CIRCUIT COURT
4 HEADWORKS DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

ENLARGED FLOOR PLAN AND INTERIOR ELEVATIONS

A1.1-06

DOOR SCHEDULE

DOOR						FRAME		DETAILS			HDWR SET	NOTES
NO.	SIZE	W	H	THK	MAT	MAT	FIN	HEAD	JAMB	THRESHOLD		
1114	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	01	A
1134	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1144	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1146	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1172	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1184	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1186	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	01	A
116A	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	01	A
116B	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	03	A
117	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	02	A
117	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	02	A
121	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	02	A
1214	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	04	A
1218	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
124	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1234	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	02	A
1238	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
129	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	-	01	A
1401	1	3'-0"	7'-0"	1 1-3/4"	[illegible]	[illegible]	[illegible]	-	-	1/2(ADA)	07	A
										-	04	A

DOOR SCHEDULE GENERAL NOTES

1. REFER TO ACOUSTICS REPORT FOR DETAILED INFORMATION ON ACOUSTICAL IMPROVEMENTS AT DOOR LOCATIONS.

SCHEDULE KEY

HDWR	HARDWARE	PNT	PAINT
HM	HOLLOW METAL	STN	STAIN AND NATURAL FINISH
MAT	MATERIAL	WD	WOOD

DOOR SCHEDULE NOTES

1. ADJUST NEW AND EXISTING HARDWARE SO DOORS LATCH DIRECT WITH POSITIVE CONTACT AGAINST SEAL COMPRESSION AT PERIMETER. AT DOORS WITH EXISTING AUTOMATIC DOOR BOTTOMS, ADJUST DROP SILL TO MAKE POSITIVE CONTACT WITH THE FLOOR ACROSS THE ENTIRE WIDTH OF THE DOOR.

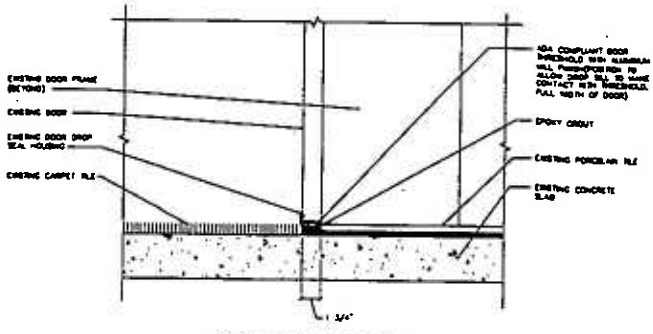
DOOR HARDWARE SCHEDULE

HARDWARE SET 01:
NO. ITEM
1 - SET ADJUSTABLE PERIMETER SEALS

HARDWARE SET 02:
NO. ITEM
1 - SET ADJUSTABLE PERIMETER SEALS
1 - THRESHOLD

HARDWARE SET 03:
NO. ITEM
1 - ASTRAGAL
1 - SET ADJUSTABLE PERIMETER SEALS (DOUBLE DOOR)

HARDWARE SET 04:
NO. ITEM
1 - SET ADJUSTABLE PERIMETER SEALS
1 - AUTOMATIC DOOR BOTTOM



1 DOOR THRESHOLD DETAIL
NOT TO SCALE

GRAPHIC SCALE

CHECK GRAPHIC SCALE BEFORE USING

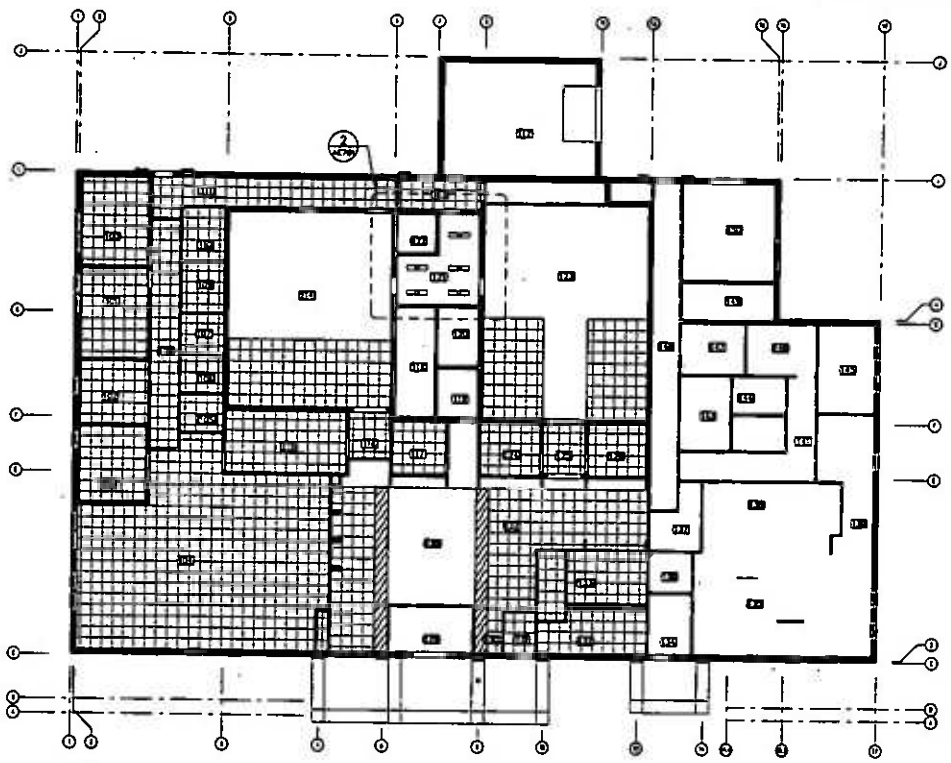
OAK POINT ARCHITECTURE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

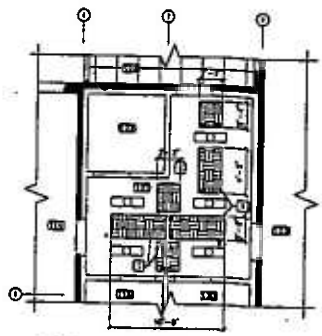
REVISIONS

MILFORD CIRCUIT COURT
4 MEADOWBROOK DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

DOOR SCHEDULE AND DETAIL



1 REFLECTED CEILING PLAN
AE701 SCALE: 1/8"=1'-0"



2 ENLARGED REFLECTED CEILING PLAN
AE701 SCALE: 1/4"=1'-0"

GENERAL NOTES

1. SEE SHEET G-001 FOR GENERAL CONSTRUCTION NOTES, ABBREVIATIONS, AND LEGEND
2. FIELD VERIFY CEILING FINISHES PRIOR TO THE COMMENCEMENT OF WORK.

KEYNOTE (THIS SHEET ONLY)

1. TECTUM ACOUSTICAL PANELS, MATCH CEILING COLOR, INSTALL PER MANUFACTURER'S RECOMMENDED HANGING ROWS

CEILING LEGEND (THIS SHEET ONLY)

- EXISTING 2'-0" x 2'-0" 5x7 CEILING TILE SYSTEM
- EXISTING GYPSUM BOARD CEILING SYSTEM
- EXISTING WOOD PANELING
- TECTUM ACOUSTICAL PANELS
- EXISTING LIGHT FIXTURE

GRAPHIC SCALES

1/4"=1'-0"

1/8"=1'-0"

CHECK GRAPHIC SCALES BEFORE USING

KEYPLAN
NOT TO SCALE

OAK POINT

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

REVISIONS		
NO.	DATE	BY

MILFORD CIRCUIT COURT
4 MEADOWBROOK DRIVE
MILFORD, NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

REFLECTED CEILING PLANS

AE701

GREAT MIDWEST INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance Group, Inc. ™

SUBCONTRACTOR PERFORMANCE BOND

BOND NUMBER: GM232496

SURETY:
Great Midwest Insurance Company
800 Gessner Road, Suite 600 Houston, TX 77024

PRINCIPAL (SUBCONTRACTOR)
(Name and Address):

Triple Construction, LLC

Daniel Webster Highway, Merrimack, NH 03054

OBLIGEE (CONTRACTOR)
(Name and Address):

State of New Hampshire Department of Administrative Services

25 Capitol Street, Concord, NH 03301

SUBCONTRACT

Date: 01/29/2025

Amount: $82,186.00

Description of Project (Name and Location):

Soundproofing and Cellblock Improvements, Milford, NH

BOND

Date (Not earlier than Subcontract Date): 02/03/2025

Penal Sum : $82,186.00

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

1. If there is no Obligee Default under the Subcontract and the Obligee has performed its obligations thereunder, the Surety's obligation under this Bond shall arise after:
   1.1. The Obligee first provides notice to the Principal and the Surety that the Obligee is considering declaring the Principal in default of its Subcontract. Such notice shall indicate whether the Obligee is requesting a conference among the Obligee, Principal, and Surety to discuss Principal's performance. If Obligee does not request a conference, Surety may arrange for such conference to be held within ten (10) business days of the receipt of the initial notice. If Obligee and Principal agree, Obligee may allow Principal reasonable time to complete the Subcontract, but this shall not waive Obligee's right, if any, to declare the Principal in default.
   1.2. The Obligee declares a Principal Default, terminates the Subcontract and notifies the Surety; and
   1.3. The Obligee has agreed to pay the Balance of the Subcontract Price in accordance with the terms of the Subcontract to the Surety or to a contractor selected by the Surety to perform the Subcontract. The term "Balance of the Subcontract Price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Subcontract.
2. When the Obligee has satisfied conditions set forth above, after investigation into the alleged default and termination, the Surety shall proceed to take one or, at its option, more than one of the following courses of action:
   2.1. Arrange for the Contractor to perform and complete the Construction Contract;
   2.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   2.3. 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 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   2.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
      2.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
      2.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
3. If the Surety does not proceed with its investigation as provided in Section 2 with reasonable promptness, the Surety shall be deemed to be in default on this Bond ten business days after receipt of an additional written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond.
4. The Surety shall not be liable to the Obligee or others for obligations of the Subcontractor that are unrelated to the Subcontract, and the Balance of the Subcontract Price shall not be reduced or set off on account of any such unrelated obligations, or any consequential damages.
5. In no event shall the aggregate liability of the Surety exceed the penal sum amount of this Bond

Any suit under this Bond must be instituted in any court of competent jurisdiction in the location in which the project is located and shall be commenced before the expiration of one year from a declaration of Principal Default, or within one year after Subcontractor ceased supplying labor or material under the Subcontract, or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee. This Bond shall not be assigned without Surety's written consent.

Signed, Sealed and Dated this 3rd **day of** February, 2025.

Triple Construction, LLC

Principal

Principal Signature (Seal)

Kelan Cormier, member

Name and Title

GREAT MIDWEST INSURANCE COMPANY

Surety

Attorney-in-Fact (Signature)

William J. Infantine Attorney-in-Fact

Name

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
WILLIAM J. INFANTINE, KAREN J. CASE, CHRISTOPHER J. SNOW, LYNDSAY LEE, MATTHEW CHRUPCALA,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.

GREAT MIDWEST INSURANCE COMPANY

CORPORATE SEAL — GREAT MIDWEST INSURANCE COMPANY — TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2021
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 3rd Day of February 20 25

CORPORATE SEAL — GREAT MIDWEST INSURANCE COMPANY — TEXAS CORPORATION

BY _____
Leslie K Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

GREAT MIDWEST INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance Group, Inc. ™

Bond # GM232496

SUBCONTRACTOR PAYMENT BOND

WHEREAS, Triple Construction, LLC 237 Daniel Webster Highway, Merrimack, NH 03045 as Principal, (insert the name and address of the Subcontractor) hereinafter called Principal, and GREAT MIDWEST INSURANCE COMPANY, as Surety, hereinafter called Surety, are held and firmly bound unto State of New Hampshire Department of Administrative Services (insert the name and address of the General Contractor) as Obligee, hereinafter called Obligee, for the use and benefit of claimants as herein below defined, in the amount of Eighty-Two-Thousand-One-Hundred-Eighty-Six Dollars ($ 82,186.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the 29th day of January, 20 25, entered into a subcontract with Obligee for Soundproofing and Cellblock Improvements, Milford, NH, which subcontract is by reference made a part hereof, and is hereinafter referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the Subcontract. Factoring companies are deemed volunteer lenders and shall not be claimants under the terms of this Bond.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Neither the Obligee nor the Surety shall be liable for the payment of any costs or expenses of any such suit (including, but not limited to, attorneys' fees).

(3) No suit or action shall be commenced hereunder by any claimant,

(a) That does not have a direct contract with the Principal as defined in Paragraph 1.

(b) After the expiration of one (1) year following the date on which Principal ceased work on the Subcontract it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The Principal has been paid all sums justly due by the Obligee.

(5) In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this Bond set forth above and the amount of this Bond shall be reduced by and to the extent of any payment or payments made hereunder.

Signed, Sealed and Dated this 3rd **day of** February, **20** 2025.

Triple Construction, LLC
Principal

GREAT MIDWEST INSURANCE COMPANY
Surety

Principal Signature (Seal)

Kevin Cormier, Member
Name and Title

BY: William J. Infantine
Attorney-in-Fact

William J. Infantine Attorney-in-Fact
Name

TRIPLE CONSTRUCTION LLC
LIMITED LIABILITY COMPANY
SEAL
2016
NEW HAMPSHIRE

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint.
WILLIAM J. INFANTINE, KAREN J. CASE, CHRISTOPHER J. SNOW, LYNDSAY LEE, MATTHEW CHRUPCALA,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond:

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2021
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that ıe original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions s set forth are now in force.

gned and Sealed at Houston, TX this 3rd ___ Day of February 20 25

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

ARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim ıtaining any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a ıdulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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 TRIPLE CONSTRUCTION, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 07, 2016. 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: 737136

Certificate Number: 0006656768

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gino Bernard, Member, **hereby certify** that I am a Member or

Manager of Triple Construction, LLC a limited liability company under
(Name of LLC)

RSA 304-C.

VOTED: That Kevin Cormier, Member is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Triple Construction, LLC
with (Name of LLC)

the State of New Hampshire and any of its agencies or departments; and further, is authorized to execute any documents which may, in his judgment, be desirable or necessary to effect the purpose of this vote.

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 LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: January 17, 2025

ATTEST: _____
(Name and Title)
Gino Bernard, Member

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2025

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

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

PRODUCER
King Insurance Partners, LLC
40 Stark St
Manchester NH 03101

CONTACT NAME: Karen Case
PHONE (A/C, No, Ext): (603) 606-5157 FAX (A/C, No):
E-MAIL ADDRESS: Karen.Case@king-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Allied Eastern Indemnity Company	11242
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Triple Construction LLC
237 Daniel Webster Hwy
Merrimack NH 03054-4807

COVERAGES CERTIFICATE NUMBER: CL2471857241 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EPP 0713998	04/28/2024	04/28/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EPP 0713998	04/28/2024	04/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP 0713998	04/28/2024	04/28/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0000118851	07/17/2024	07/17/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Milford Court Sound Improvements
Work performed during the policy period: Carpentry. Workers' compensation coverage applies in NH, MA & ME. Kevin Cormier is excluded from the workers' compensation coverage.

CERTIFICATE HOLDER

State of New Hampshire Administrative Services,
Bureau of Purchase & Property
25 Capitol St Room 102
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen Case

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