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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

May 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 Derry Roofing LLC (VC#498648), Derry, NH, in an amount up to and not to exceed \$237,000.00 for roof replacement services at the New Hampshire Fish & Game (NH F&G) building at 11 Hazen Drive, Concord, NH, with the option to extend for an additional three months, effective upon Governor and Executive Council approval, through October 3, 2025. **100% Capital Funds.**
- 2) Further authorize that a contingency in the amount of \$50,000.00 be approved for unanticipated site expenses. **100% Capital Funds.**
- 3) Further authorize the amount of \$8,000.00 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152) for engineering and project management services provided. **100% Capital Funds.**

Funding is available in account title Department of Fish & Game as follows:

	<u>FY 2025</u>
03-75-75-750030-32030000 – L23:1VI-Roof Replacement	
034-500162 - Capital Funds - Repair/Renovation Buildings	\$237,000.00*
034-500162 - Contingency	\$ 50,000.00
034-500162 - DPW Fees	<u>\$ 8,000.00</u>
Project Total	\$295,000.00

*Vendor Base Bid (Includes Project Allowance)

EXPLANATION

At the request of New Hampshire Fish & Game (NH F&G), the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 3021-25 on March 19, 2025, for NH Fish & Game Roof Replacement Services at the NH F&G building located at 11 Hazen Drive, Concord, NH, with responses due on April 15 2025. This bid reached fifty-one (51) vendors through the NIGP registry with an

additional seventeen (17) directly sourced. Three vendors responded, with Derry Roofing LLC providing the lowest-cost, compliant bid response for the NH F&G building in Concord, NH.

The lowest bidder, at \$187,000, was a remarkable 73% below the estimate supplied by the architectural and design consultant. When a discrepancy this large occurs, we do additional due diligence to ensure nothing was missed, the project is well understood, and the work is within the capacity of the potential construction partner. The estimate of \$505,600 provided by Oak Point Associates was based on recent DPW roofing contracts and was estimated conservatively. In what appears to be an aggressive roofing market, all three bids were well under that estimate, ranging from \$187-375,500. Though a newer vendor to the state, Derry Roofing is a well-respected company with a good history and has done work for the state in 2024. The owner of the company did a walk through and witnessed two roof test cuts. We had a pre-award meeting with the company and the state team which went well and left us optimistic.

Upon approval this contract shall facilitate the required removal of current and installation of new roofing at the NH F&G building in Concord, NH. The full scope of this project represents a requested price limitation up to and not to exceed \$237,000.00 to perform roof replacement services as defined by the scope of work under the oversight of DPW. The price limitation includes a project allowance amount of \$50,000.00 for any unforeseen issues. Derry Roofing LLC has submitted all required and certified payment and performance bond paperwork. The payment and performance bond is certified at \$237,000.00 or 100% of the project cost. The total cost, including a project contingency and DPW fees, is \$295,000.00. The DPW estimate for the project is \$505,600.00. When compared against project estimate this represents a cost savings to the State of \$210,600.00, or 41.65%.

Contract financials	
Vendor base bid	\$187,000.00
Vendor project allowance	\$50,000.00
Requested project price limitation	\$237,000.00
Project contingency	\$50,000.00
Total project fees	\$8,000.00
Project total (vendor bid, allowance, and all fees)	\$295,000.00
DPW estimate cost	\$505,600.00
Cost savings	\$210,600.00

Based on the foregoing, I am respectfully recommending approval of the contract with Derry Roofing LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid	NH Fish & Game Roof Replacement Services	Agency	Fish & Game
RFB#	3021-25	Requisition#	N/A
Agent	Ryan Fuller	Bid Closing	April 15, 2025 at 9:00 AM

Indicates Award:

Qty.	UOM	Product Description	Derry Roofing	A&M Roofing	Kevin W. Smith and Son	DPW Estimate
1	EA	NH Fish & Game Roof Replacement Services Vendor Base Bid	\$187,000.00	\$295,500.00	\$375,500.00	\$505,600.00
1	EA	NH Fish & Game Roof Replacement Services Project Allowance	\$50,000.00	\$50,000.00	\$50,000.00	
Total Amount			\$237,000.00	\$345,500.00	\$425,500.00	\$505,600.00

Recommendation Summary	
Price Limitation	\$237,000.00
Number of Solicitations Received	3
Number of Sourced bidders	17
Number of NIGP Vendors Sourced	51
Number of non-responsive bidders	65
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes

Special Notes: At the request of New Hampshire Fish & Game (NH F&G) and the Division of Public Works (DPW), the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 3021-25 on March 19, 2025, for NH Fish & Game Roof Replacement Services at the NH F&G building located at 11 Hazen Drive, Concord, NH, with responses due on April 8, 2025. This bid reached fifty-one (51) vendors through the NIGP registry with an additional seventeen (17) directly sourced. Three vendors responded, with Derry Roofing LLC providing the lowest-cost, compliant bid response for the NH F&G building in Concord, NH.

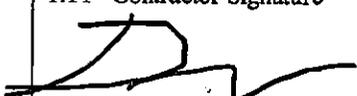
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Derry Roofing LLC		1.4 Contractor Address 2 Chester Road, Suite 103A Derry, NH 03038	
1.5 Contractor Phone Number 603-479-8862	1.6 Account Unit and Class	1.7 Completion Date October 3, 2025	1.8 Price Limitation \$237,000.00
1.9 Contracting Officer for State Agency Ryan Fuller		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 4/30/2025		1.12 Name and Title of Contractor Signatory Doran Rudy, Manager	
1.13 State Agency Signature  Date: 5/28/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 6/9/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Derry Roofing LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Roof Replacement Services at the New Hampshire Fish & Game Building in accordance with the bid submission in response to State Request for Bid #3021-25 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

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".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence upon execution by 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 October 3, 2025, a period of approximately four (4) 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 for up to an additional three (3) months.

4. SCOPE OF WORK:

4.1. General

- 4.1.1. Contractor shall perform roof replacement services at the New Hampshire Fish & Game Building in Concord, NH. This includes, but is not limited to, removal of the current and installation of a new roof, and all required tasks to complete as noted in detail within the Contract Specifications in Appendix A and supported by Contract Drawings in Appendix B.
- 4.1.2. Examine all other sections of the specifications for requirements, which affect the work of this Section, whether or no such requirements are particularly mentioned herein.
- 4.1.3. Coordinate the work of this section with the related work of other trades, if applicable, and coordinate with such trades to assure the steady progress of all work of this Contract.
- 4.1.4. Where construction and trades codes appear in this specification, it shall be interpreted to mean the latest edition.

4.2. Summary

- 4.2.1. The work covered by this Section consists of furnishing all labor, materials, equipment, supplies, devices, plumbing, gauges/meters, etc., the installation of the materials and equipment and the performance of all operations necessary to perform boiler heating system repair services at:

**New Hampshire Fish & Game
11 Hazen Drive
Concord, NH 03302**

as indicated on the Contract Drawings and/or as described within the Contract Specifications. See Appendices A and B for additional information.

- 4.2.2. This work shall include all costs involved in providing removal of current, and installation and/or modification of new boiler heating systems as indicated, and any costs involved with any other special controls for the project. Without limiting the work required under this specification section, the following is included as noted:

- 4.2.2.1. Provide all materials to remove current and install and/or modify new roofing system services.
- 4.2.2.2. Any and all work required to leave the facility as a fully operable project per the Contract.
- 4.2.2.3. Obtain and pay for all required permits, inspections, etc.
- 4.2.2.4. Provide any testing and commissioning for the project.

4.3. Appendices

- 4.3.1. Specific project requirements are incorporated into Appendix A as part of Exhibit B.
 - 4.3.1.1. Appendix A incorporates the following project requirements into this document:
 - 4.3.1.1.1. General Conditions
 - 4.3.1.1.2. Supplementary Conditions
 - 4.3.1.1.3. Summary
 - 4.3.1.1.4. Price and Payment Procedures
 - 4.3.1.1.5. Administrative Requirements
 - 4.3.1.1.6. Submittal Procedures
 - 4.3.1.1.7. Quality Requirements
 - 4.3.1.1.8. Temporary Facilities and Controls
 - 4.3.1.1.9. Construction Waste Management and Disposal
 - 4.3.1.1.10. Product Requirements
 - 4.3.1.1.11. Execution Requirements
 - 4.3.1.1.11.1. Selective Demolition
 - 4.3.1.1.11.2. Rough Carpentry
 - 4.3.1.1.11.3. Preparation for Reroofing
 - 4.3.1.1.11.4. Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
 - 4.3.1.1.11.5. Sheet Metal Flashing and Trim
 - 4.3.1.1.11.6. Roof Specialties
 - 4.3.1.1.11.7. Joint Sealants
- 4.3.2. All project drawings are incorporated into Appendix B as part of Exhibit B.
- 4.3.3. The Contractor and any/all subcontractors shall abide by all project requirements and drawings set forth in Appendices A and B.

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 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
6. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
 - 6.1. The Contractor shall provide all removal and disposal of existing and installation of new boiler heating system services, strictly pursuant to, and in conformity with, the specifications described in State RFB 3021-25, as described herein, and under the terms of this Contract.
 - 6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
 - 6.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
 - 6.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S/q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S/q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
 - 6.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
 - 6.6. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
7. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
 - 7.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
8. **CONFIDENTIALITY & CRIMINAL RECORD:**

- 8.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.
- 8.2. The Department of Administrative Services, Courts Facilities, will complete required background checks for all personnel, including subcontractors, that will be working on the site premises prior to beginning the project.
- 8.3. Instructions for completing background checks and blank copies for the State of New Hampshire are located at Criminal History Record Requests | NH State Police.
- 8.4. All completed forms and additional questions can be sent to Brian Young at brian.g.young@das.nh.gov.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

- 9.1. The Contractor hereby agrees to provide roof replacement 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 \$237,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.
- 9.2. The Contractor shall provide the requested boiler removal and installation services under a fixed-fee, percentage-based payment arrangement as defined herein.

10. PRICING STRUCTURE:

10.1. Project pricing structure is as follows:

CONTRACT 8003677 NH FISH & GAME ROOF REPLACEMENT SERVICES	
NH FISH & GAME BUILDING	\$187,000.00
VENDOR BASE BID	
PROJECT ALLOWANCE	\$50,000.00

10.2. The Project Allowance is to be used at the State's discretion for any unforeseen issues or changes during construction work. This is not a guaranteed amount and contractors shall not consider this as part of final payments. Utilizing the Project Allowance is subject to all change order provisions and procedures as listed in Appendix A.

11. CONTRACT BOND:

11.1. The Contractor, at the time of the execution of this Contract shall submit a Payment and Performance Bond in the sum equal to one hundred percent (100%) of the amount of the Contract as required by RSA 447:16. The Payment and Performance Bond must be written by a company licensed to do business in New Hampshire at the time the policy is issued. In addition, the company issuing the payment and performance bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. See Surety Bonds – Circular 570 (treasury.gov).

11.2. Release of Claims and Final Payment:

- 11.2.1. The final payment shall not become due until the Contractor delivers a complete release of all claims arising under and by virtue of this Contract, including claims for all subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all subcontractors and suppliers have been paid.
- 11.2.2. Application for Final Payment received from the Contractor will be processed for payment after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, less previous payments. All prior partial payments shall be subject to correction in the final estimate and payment.

11.3. Acceptance of Final Payment Constitutes Release:

11.3.1. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the State for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any 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.

12.2. Payment requisition forms, change order forms, and invoicing questions can be sent to Michael Murphy at michael.j.murphy@das.nh.gov.

13. PAYMENT:

13.1. Specifications for all payment provisions and procedures are found in Appendix A, General Conditions.

13.2. 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.

13.3. 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.

13.4. 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>.

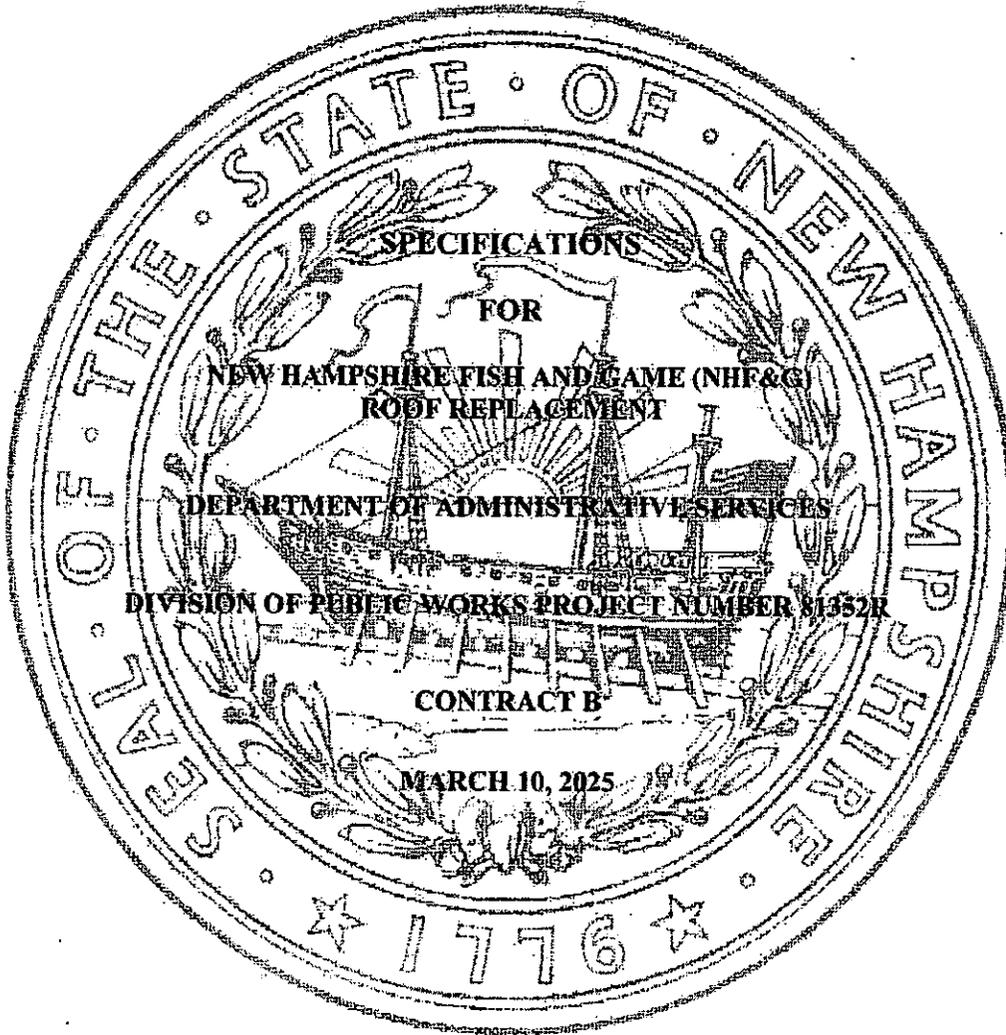
13.5. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.



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



John O. Morton Building • 7 Hazen Drive, Room 250 • POB 483 • Concord, NH 03302-0483
 Telephone: 603-271-3516 • Fax: 603-271-3515 • TDD: 1-800-735-2964
<http://das.nh.gov/publicworks>



APPROVED _____ DATE: _____	APPROVED _____ DATE: <u>3-17-25</u> <i>[Signature]</i> DEPT. OF ADMINISTRATIVE SERVICES - COMMISSIONER
APPROVED _____ DATE: _____	RECOMMENDED _____ DATE: <u>03/12/2025</u> <i>[Signature]</i> DIVISION OF PUBLIC WORKS - ADMINISTRATOR
APPROVED _____ DATE: _____	APPROVED _____ DATE: <u>03/12/2025</u> <i>[Signature]</i>

DOCUMENT 00015

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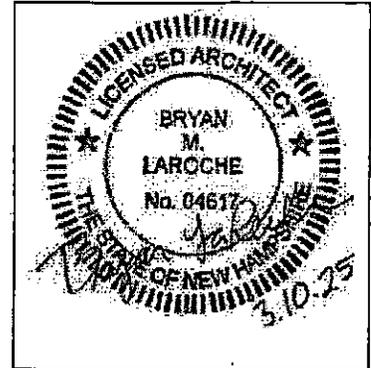
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END OF SECTION

DOCUMENT 00030
PROJECT DIRECTORY

DISCIPLINE: ARCHITECTURAL

CONSULTANT: OAK POINT ASSOCIATES
ADDRESS: 85 MIDDLE STREET
CITY, STATE ZIP: PORTSMOUTH, NH 03801
TELEPHONE: (603) 431-4849
FAX: (603) 431-1870
E-MAIL: blaroche@oakpoint.com
Bryan LaRoche, R.A.



USING AGENCY:

DEPARTMENT: NEW HAMPSHIRE FISH & GAME DEPT.
BUR/DIV:
ADDRESS: 11 HAZEN DRIVE
CITY, STATE ZIP: CONCORD, NH 03302
TELEPHONE: 603-419-9853
FAX:
E-MAIL: WILLIAM.D.SMITH@WILDLIFE.NH.GOV
CONTACT: WILLIAM SMITH

CONTRACT ADMINISTRATOR:

DEPARTMENT: DEPARTMENT OF ADMINISTRATIVE SERVICES
BUR/DIV: DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION
ADDRESS: JOHN O. MORTON BUILDING, ROOM 250
POB 483, 7 HAZEN DRIVE
CITY, STATE ZIP: CONCORD, NH 03302
TELEPHONE: (603) 271-1644
FAX: (603) 271-3515
E-MAIL: MICHAEL.J.MURPHY@DAS.NH.GOV
CONTACT: MICHAEL MURPHY

DOCUMENT 00040
DRAWING LIST

Number Title Issue or Latest Revision Date

GENERAL

G-001 COVER SHEET
G-002 GENERAL CONSTRUCTION NOTES, LEGEND, ABBREVIATIONS, AND
DRAWING LIST
G-003 REFERENCE PLAN

ARCHITECTURAL

AD101 ROOF REMOVALS PLAN
AD520 ROOF REMOVALS DETAILS 1
AD521 ROOF REMOVALS DETAILS 2
AE101 ROOF PLAN
AE520 ROOF DETAILS

END OF DOCUMENT

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.

DOCUMENT 00204

INSTRUCTIONS TO BIDDERS – NHDAS - DPW
Issued 2-05-2004; Revised 6-01-2018 and as noted

PART	ITEM
1	DEFINITIONS
2	CONTENTS OF PROPOSAL FORM
3	ISSUANCE OF PROPOSAL FORM
4	PREPARATION OF PROPOSAL
5	IRREGULAR PROPOSALS
6	PROPOSAL GUARANTY
7	DELIVERY OF PROPOSAL
8	WITHDRAWAL OR REVISIONS OF PROPOSAL
9	RECEIPT AND OPENING OF BIDS
10	DISQUALIFICATION OF BIDDERS AND REJECTION OF BID PROPOSALS
11	NON-COLLUSIVE BIDDING CERTIFICATION
12	CONDITIONS AT SITE OR BUILDING
13	EXPLANATION TO BIDDERS
14	CONTRACT BOND
15	CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
16	BIDDING DOCUMENTS
17	SUBSTITUTIONS
18	AWARD OF CONTRACT
19	PERMITS AND FEES

PART 1 DEFINITIONS

- 1.1 Refer to Document 00708: General Conditions – NHDAS-DPW.
- 1.2 Secure Vault: Service provided by the Department to accept electronic bids.

PART 2 CONTENTS OF PROPOSAL FORM

- 2.1 The Proposal Form will state the location and description of the proposed construction, will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which Item Bid Prices are invited. The Proposal Form will state the contract completion date, the amount of the Proposal Guaranty, and the date, time, and place of the opening of Proposals. The Proposal will include a statement regarding anti-trust activities, collusion, and restraint of free competitive bidding. The posted electronic Proposal Form will also include any amendments posted by the Department. The plans, specifications, and other documents referenced in the Proposal Form will be considered a part of the Proposal, whether attached or not.
- 2.2 The Bidder is required to bid on all items called for in the Proposal. If Alternates are included, the Bidder shall set forth in the space provided the amount to be added to or deducted from the Lump Sum Base Bid or the Lump Sum Grand Total. If an Alternate called for does not involve a change in price, the Bidder shall so indicate in the space provided.

PART 3 ISSUANCE OF PROPOSAL FORM

- 3.1 The Department reserves the right to disqualify a Bidder as non-responsive or refuse to issue a Proposal Form to a prospective Bidder for any of the following reasons:
 - A. Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
 - B. Failure to pay, or satisfactorily settle, all bills due for labor and material on former Contracts.
 - C. Failure to comply with any prequalification regulations of the Department.
 - D. Default under previous Contracts.
 - E. Unsatisfactory performance on previous or current Contract(s).
 - F. Misconduct that is of such a serious nature as to adversely affect the ability of the Contractor to perform future work.
 - G. Failure to reimburse money owed on any previously awarded Department Contracts including those where the prospective Bidder is a party to a joint venture and the joint venture has failed to reimburse the Department for money owed.

- H. The estimated value of the proposed Contract exceeds the current capacity rating of the Contractor.
 - I. The estimated value of the proposed Contract exceeds the Contractor's bonding capacity.
- 3.2 Prospective Bidders who have not been prequalified may be furnished a password to access the proposal online. Access to proposals will not constitute prequalification. Only prequalified, registered Bidders are authorized to submit a bid.

PART 4 PREPARATION OF PROPOSAL

- 4.1 The Bidder shall submit the Proposal electronically utilizing the Department's secure vault service. Bidders are expected to submit unit prices in dollars and cents. Unit prices extending more than two digits after the decimal will be rounded to the nearest whole cent. When rounding is required, \$.005 or more will be shown as the next higher cent. When an item in the proposal contains a choice to be made by the Bidder, the Bidder shall indicate the choice in accordance with the specifications for that particular item. The Proposal submitted must be electronically signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Department. If the bid is made by an individual, the individual's name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the president, secretary, and treasurer.
- 4.2 The Bidder shall submit a Proposal with an electronically affixed digital identification (ID). For the purpose of this provision, affixing a digital ID to the Proposal shall be the equivalent of signing before a notary public and placing in force the Debarment and Non-Collusion Affidavit certification on file with the Department. By submitting an electronic Proposal, the Bidder certifies that it has read, understands, accepts, acknowledges, and agrees to comply with all statements, conditions, and specifications in the electronic submittal, including acknowledgement of all Addenda.

PART 5 IRREGULAR PROPOSALS

- 5.1 Proposals will be considered irregular and may be rejected as non-responsive for any of the following reasons:
- A. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - B. The Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award. This does not exclude a Proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting, provided that selection of awards is made by the Department.
 - C. The Proposal does not contain a unit price for each pay item listed.

- D. The Bidder fails to provide a properly executed Proposal Guaranty.
- E. The Bidder fails to sign the non-collusive bidding certification.
- F. The Proposal fails to comply with any other material requirement of the Invitation for Bids.
- G. Mathematical errors.

PART 6 PROPOSAL GUARANTY

- 6.1 A Proposal will not be considered unless accompanied by a guaranty of the character and amount indicated in the proposal and made payable to the “Treasurer, State of New Hampshire.” The bid bond used by the Bidder shall be prepared as follows:
- A. The bond shall be completed in a form acceptable to the Department, and
 - B. The bonding company issuing the bond shall be licensed to transact business in the State of New Hampshire, and
 - C. The bonding company shall be listed on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, as published by the United States Department of the Treasury, Fiscal Service, Circular 570.
 - D. In the event that any irregularities are contained in the Proposal Guaranty, the Bidder will have seven (7) calendar days from the time the bids are opened to correct the irregularities. If such irregularities are not corrected to the satisfaction of the Department, the Proposal will be rejected.
 - E. A Bidder shall submit an electronic corporate surety bid bond with its electronic Proposal, through the Department’s secure vault service. The corporate surety bond shall accompany each electronic Proposal. A Bidder must arrange with its bonding agent to obtain an electronic bid bond and bid bond code. The bid bond code shall be submitted with the electronic Proposal.

- 6.2 The Bidder shall not withdraw its bid for a period of sixty (60) days after the scheduled closing time for receipt of bids. If the bid is accepted, the Bidder will enter into a formal Contract with the Commissioner in accordance with the Contract Documents and the required Contract Bond provided. In the event that the withdrawal of said bid within said period, or the failure to enter into said Contract and give said Bond within twenty (20) days after the Bidder has received notice of the acceptance of its bid, the Bidder shall be liable to the Commissioner for the full amount of the Proposal Guaranty as representing the damage because of the default of the Bidder in any particular thereof. The Proposal Guaranty shall be returned to all except the lowest two Bidders within three (3) days after the formal opening of bids. The remaining Proposal Guarantees will be returned to the two (2) lowest Bidders within forty-eight (48) hours after the Commissioner and the accepted Bidder has executed the Contract and Bond and the issuance of the Notice to Proceed. If the Notice to Proceed is not issued within sixty (60) days after the date of the opening of bids, then the Proposal Guaranty of any Bidder will be returned upon its request, provided the Bidder has not been notified of the acceptance of bid prior to the date of such request.

PART 7 DELIVERY OF PROPOSAL

- 7.1 Electronic Proposals shall be submitted electronically utilizing the Department's Secure Vault service prior to the time and date specified in the Invitation to Bid. When a Proposal is submitted electronically through the secure vault service, the Bidder shall "sign" the Proposal with a digital identification (ID). A Bidder submitting an electronic Proposal through the secure vault service is solely responsible for that submission. Claims will not be accepted and bid openings will not be postponed due to default on the part of the Bidder in preparing and submitting an electronic Proposal in a timely manner. All other bidding requirements apply to the submission of electronic Proposals.

PART 8 WITHDRAWAL OR REVISIONS OF PROPOSAL

- 8.1 An electronic Proposal submitted through the Department's Secure Vault service may be changed and resubmitted as many times as desired prior to the time set for the opening of bids specified in the Invitation to Bid. The latest time-stamped, electronically submitted Proposal prior to the time set for opening bids will constitute the Proposal. Once the time set for opening of bids has passed, a Proposal cannot be withdrawn or revised.

PART 9 RECEIPT AND OPENING OF BIDS

- 9.1 Electronic Proposals submitted through the Department's Secure Vault service will be accessed, decrypted, printed to paper or otherwise made accessible in readable format at the time specified in the Invitation to Bid. Apparent total bid amounts will be made immediately available to the public. All bid results confirmed as formal after analysis will be published and posted on the Department's website. In the event of technical difficulties in opening electronic bids, the Department may postpone the reading of bids for that contract. All bids for a contract will be opened at the same time and location.

PART 10 DISQUALIFICATION OF BIDDERS AND REJECTION OF BID PROPOSALS

- 10.1 Either of the following reasons will be considered sufficient for the disqualification of a Bidder and the rejection of a Proposal:
- A. More than one Proposal for the same work from an individual, firm, or corporation under the same or different name.
 - B. Evidence of collusion among Bidders. Participants in such collusion will be disqualified as Bidders for any future work of the Department until they are reinstated as qualified Bidders.
- 10.2 The Commissioner reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if in his/her judgment, the best interests of the State will be promoted thereby. The Commissioner reserves the right to reject the bids of a Bidder who is not in a position to perform the Contract.
- 10.3 The Commissioner reserves the right to waive any informality in bids received, if in the best interest of the State.
- 10.4 The Commissioner reserves the right to reject any Bidders not meeting all stated requirements.

PART 11 NON-COLLUSIVE BIDDING CERTIFICATION

- 11.1 Every Proposal submitted to the Department shall contain the following statement affirmed by the Bidder as true under the penalties of Law. This Certification, on Department forms, shall be signed by the Bidders and submitted with the bid documents. Non-Collusive Bidding Certification: By submission of this Proposal, each Bidder and each person signing on behalf of any Bidder, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
- A. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or with any competitor for the purpose of restricting competition.
 - B. Unless required by law, the prices that have been quoted in this Proposal have not been knowingly disclosed and will not knowingly be disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor prior to opening of bids.
 - C. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
 - D. The signees of the Proposal hereby tender to the Department this sworn statement that the named Contractor(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this Proposal.

- 11.2 A Proposal will not be considered for award nor will any award be made where there has not been compliance with the statements in the certification above.
- 11.3 The fact a Bidder (1) has published price lists, rates, tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such item, or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Part 11.1A of the certification above.

PART 12 CONDITIONS AT SITE OR BUILDING

- 12.1 Bidders shall visit the site and be responsible for having ascertained pertinent local conditions; such as location, accessibility and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submitting the bid.

PART 13 EXPLANATION TO BIDDERS

- 13.1 No oral explanation in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions or doubts as to the meanings of Bidding Documents shall be communicated in writing to the Contract Administrator for interpretation no later than eight (8) days before the hour and date set for the bid opening. Any interpretations will be in the form of an Addendum to the Bidding Documents that will be forwarded to all Bidders of record and sent to all other locations identified in the Invitation to Bid where documents are made available.

PART 14 CONTRACT BOND

- 14.1 The successful Bidder, at the time of the execution of the Contract, must deposit with the Commissioner, Surety in the sum equal to one hundred percent (100%) of the amount of the Contract as required by RSA 447:16. The form of Bond shall be that provided for by the Department and the Surety shall be acceptable to the Commissioner. The Contract Bond must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. In addition, the bonding company shall be listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published by the United States Department of the Treasury, Fiscal Service, Circular 570.

PART 15 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- 15.1 The Contractor shall deliver to the Commissioner at the time of submitting a signed Contract, certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain a description of the project, including the project name and number. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium. The Contractor shall keep the following insurance coverages in force through the date of Substantial Completion, or longer at the Project Manager's direction: Builder's Risk; and Owner's and Contractor's Protective Liability. The Contractor shall keep all other insurance coverages required under this Contract in force through the period of the Contract, which includes any applicable warranty period. The Contractor shall have a continuing duty to keep the insurance coverages required under this Contract in effect and to provide the Division of Public Works Design and Construction with new certificates of insurance containing the project number and description as policies are amended or renewed. At the request of the Commissioner, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a company licensed to do business in the State of New Hampshire at the time the policy is issued, amended or renewed. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide at the time the policy is issued, amended or renewed. Failure to comply with the insurance requirements of this Contract may result in a delay in processing requisitions, stopping work on the project, or other consequences.
- 15.2 The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- 15.3 No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and a Notice to Proceed is issued.
- A. **Workers' Compensation Insurance:** In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:
1. **Employer's Liability—Limits of Liability:**
 - a. \$100,000 each accident.
 - b. \$500,000 Disease-policy limit.
 - c. \$100,000 Disease-each employee.
- Any applicable deductible shall be shown on the Certificate.
- B. **Commercial General Liability Insurance:**
1. **Occurrence Form Policy:** must include full Contractual Liability (see Indemnification Clause D), Explosion, Collapse, and Underground coverages:
 - a. **Limits of Liability:**
 - 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
 - 2) \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement.

- 3) \$2,000,000 Products/Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be named as additional insureds.
- C. If blasting and/or demolition is required by the Contract, the Contractor or Subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.
- D. Owner's and Contractor's Protective Liability (OCP) coverage for the benefit of the State of New Hampshire Department of Administrative Services.
1. Limits of Liability:
- a. \$2,000,000 Each Occurrence
- b. \$3,000,000 Aggregate
- ***** [OR] *****
- c. \$2,000,000 Bodily Injury & Property
- E. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
1. Limits of Liability:
- a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage
- F. Commercial Umbrella Liability
1. Limits of Liability:
- a. \$1,000,000 Each Occurrence
- b. \$1,000,000 General Aggregate
- c. \$1,000,000 Completed Operations Aggregate
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State Department of Administrative Services and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.
- H. General Insurance Conditions
1. All of the insurance policies required by this Contract shall require the insurer to provide the Division of Public Works Design and Construction with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

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

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

I. Indemnification:

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

J. Additional Insurance for Design/Build Contracts:

1. In addition to the insurance requirements listed in the above paragraphs, the Designer/Builder Team shall provide the following coverage.
 - a. The Designer/Builder Team or the Designer shall purchase and maintain professional liability coverage for this project. The coverage shall provide the State of New Hampshire with protection against design errors and omissions and shall have an annual aggregate limit of no less than \$2,000,000. The coverage shall be maintained through the legal statute of repose period applicable for all work on the project.

PART 16 BIDDING DOCUMENTS

- 16.1 Bidders shall use only complete sets of Bidding Documents in preparation of bids; the Department assumes no responsibility for mistakes due to the use of incomplete sets of Bidding Documents.

PART 17 SUBSTITUTIONS

- 17.1 Where Bidding Documents stipulate particular Products, substitution requests will ONLY be considered before receipt of Bids. Refer to specification section 01600 – Product Requirements.

PART 18 AWARD OF CONTRACT

- 18.1 The Contract will be awarded as soon as possible to the Lowest Responsible Bidder on the basis of Lump Sum Base Bid, Lump Sum Grand Total, or Negotiated Price.
 - A. The Department may request a Negotiated Price from the Lowest Responsible Bidder.

- 18.2 The signed Contract, together with the Contract Bond, certificate of insurance and the Disadvantaged Business Enterprise Forms, if required, shall be returned to the Department within 10 days after the date of notice that the Proposal has been accepted.
- A. If the successful Bidder fails to execute the Contract and submit acceptable bond and required attachments within 20 days after the date of notice of acceptance of the Proposal, the Department may cancel the notice of award and retain the Bidder's Proposal Guaranty which shall become the property of the Department, not as a penalty, but in liquidated damages sustained. Contract award may then be made to the next lowest responsible Bidder or the Work may be re-advertised.
- 18.3 Prior to the issuance of the Notice to Proceed, each Bidder shall be prepared, if so requested by the Commissioner, to present evidence of his/her experience, qualifications, and financial ability to carry out the terms of the Contract.
- 18.4 A Contract that has been Awarded with required attachments is not executed until submitted and approved by the Governor & Executive Council, and issuance of the Notice to Proceed by the Department.

PART 19 PERMITS AND FEES

- 19.1 Refer to specification section 01300 – Administrative Requirements.

END OF DOCUMENT

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*.

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 warranties provided by the Contractor with respect to this project.

PART 11 CONTRACTOR'S TITLE TO MATERIALS

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

PART 12 CHANGES IN WORK

- 12.1 No charge for any extra work or material will be allowed without a fully executed Alteration Order. (Refer to Specification Section 01200-Price and Payment Procedures)
- 12.2 The Commissioner 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.

DOCUMENT 00818

SUPPLEMENTARY CONDITIONS – DPW

PART 1 GENERAL

1.1 SUMMARY

- A. The following supplements modify, change, delete or add to the General Conditions. Where any part of the General Conditions are modified or voided by these sections, the unaltered provisions of that part shall remain in effect.

1.2 MODIFICATIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

- A. Part 15, Superintendence by Contractor
1. Approval is hereby granted for the Superintendent to perform work, solely as ancillary services to their primary role as Superintendent's work on the Project.
- B. Part 15, Superintendence by Contractor
1. Change the amount stated in Item 15.1,C from \$1,200.00 per day to \$500.00 per day.
- C. Part 16, Failure to Complete Work on Time
1. Remove the liquidated damages schedule of item 16.3 and replace 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

END OF DOCUMENT

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes demolition of existing roofing and associated insulation, and installation of new roofing, insulation, flashings, and associated components. The roof shall be made 100% waterproof at the end of each workday – see roofing sections for additional information.
- B. SITE EXAMINATION
 - 1. Examination of the Project site and existing roof conditions are recommended but not required before submitting a Bid.
 - 2. **A visit to Project site has been arranged for Bidders at the following times:**
 - a. **March 24, 9 AM**
 - b. **March 26, 9 AM**
- C. **Project Completion Date is October 3, 2025.**
- D. Plans and specifications may be seen (NOT FOR BIDDING PURPOSES) at:
 - 1. Associated General Contractors: 48 Grandview Rd., Bow, NH 03304;
 - 2. Construction Summary of NH: Inc., 734 Chestnut Street, Manchester, NH 03104;
 - 3. AlphaGraphics Portsmouth: 933 Islington Street, Portsmouth, NH 03801;
 - 4. Minuteman Press: 95 Brewery Lane, Portsmouth, NH 03801;
 - 5. Signature Press and Blueprinting, Inc., 880 Candia Road, Unit 7, Manchester, NH 03108;
 - 6. Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403.
 - 7. Copy World LLC, 5 Airport Road, West Lebanon, NH 03784
- E. Allowance: Include in the Contract, a stipulated sum/price of **\$50,000.00 (Fifty Thousand and 00/100)** 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.

- F. BIDDERS SHOULD ACT PROMPTLY AND SUBMIT ALL QUESTIONS IN WRITING TO Michael Murphy, E-MAIL Michael.j.murphy@das.nh.gov IN ACCORDANCE WITH “EXPLANATION TO BIDDERS” – INSTRUCTIONS TO BIDDERS, DOCUMENT 00204 – PART 13.
- G. Perform Work of Contract under stipulated lump sum grand total contract with State in accordance with Conditions of Contract.
- H. 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.
- I. Unskilled labor may be hired from lists prepared by the NH Department of Employment Security designated in document 00120.
- J. Companies, corporations or trade names, except sole proprietorships must be registered with the Secretary of State (Corporate Division, Telephone No. 603/271-3244) in order to do business with the State of New Hampshire.
- K. Bidders are advised that final bid award, as approved by Governor and Executive Council, and issuance of a notification to proceed with the work, can occur up to 60 days or more after the bid opening date.
- L. Per section 00204.18.2, Low Bidder has 20 days after notice of award to submit signed Contract, Certificate of Insurance, and Disadvantage Business Enterprise forms, if required.
- M. Bidders must submit a 5% bid security at Bid and must furnish a 100% payment and performance security prior to execution of contract.
- N. The right is reserved to waive any informalities in or to reject any or all proposals.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow continuous and ongoing State occupancy of the existing building and parking areas.
- B. Time Restrictions for Performing Exterior Work: Normal working hours of 7:00 am to 3:30] 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. President's Day.
 - 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.

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

1.2 ALLOWANCES

- A. Allowance: Include in the Contract, a stipulated sum/price 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.
 - 1. **See Section 01100 for Allowance amount to be included in the base bid.**
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- C. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Contract Administrator. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- D. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- E. Notwithstanding the Contractor's objection, the Contract Administrator may at any time reduce the funds remaining in the Allowance by Alteration Order.
- F. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- C. 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.
- D. Revise schedule to list approved Alteration Orders, with each Requisitions For Payment.

1.4 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.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

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

4. Extension of Contract Time: State any requests for extension of Contract Time with justification for such a request.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Construction Change Directive : The Contract Administrator may issue directive, signed by the Bureau 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:
1. The Contract Administrator reviews cost for Change in Work with the Using Agency and Consultant(s). If needed the Contract Administrator will request

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

1.6 DEFECT ASSESSMENT

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

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. Pre-demolition Documentation
- B. Coordination and project conditions.
- C. Permits and fees.
- D. State Labor Requirements
- E. Preconstruction meeting.
- F. Progress meetings.
- G. Special procedures.

1.2 PRE-DEMOLITION DOCUMENTATION

- A. Fully photograph existing conditions and submit to the Contract Administrator before the commencement of any work.
- B. Make note of any existing condition that deviates from the construction documents and submit to the Contract Administrator before the commencement of any work.

1.3 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.

1.4 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.**

1.5 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.

1.6 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, Contractor, Contractor's Superintendent, and major Subcontractors (if any).
- C. Potential Agenda Topics:
 - 1. Distribution of Contract Documents. The Contract is responsible for any and all reproduction of Contract Documents.

2. The Contractor shall submit Work Certificate(s) (as defined in this Section) for the Contractor and all known subcontractors.
3. Submission of Work Certificate Log.
4. Submission of names and addresses of the Contractor's CEO, CFO, other LLC principals, and each subcontractor. The name and address of each subcontractor shall be reported on the Master List.
5. Submission of Master List of subcontractors and all personnel expected to be on site.
6. Review daily log-in sheet requirement and format. Contractor shall verify that personnel listed on log-in sheet are also on Master List.
7. Review file of OSHA-10 certificates for all on-site personnel required to be certified per RSA 277:5-a.
8. Verify that all mandatory labor posters are posted in a conspicuous, weather-tight place.
9. Submission of list of products, schedule of values, and progress schedule.
10. **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 [partial] occupancy].
14. Construction facilities and controls provided by State.
15. Temporary utilities provided by State.
16. Security and housekeeping procedures.
17. Schedules.
18. Application for payment procedures.
19. Procedures for testing.
20. Procedures for maintaining record documents.
21. Requirements for start-up of equipment.
22. Inspection and acceptance of equipment put into service during construction period.

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

1.7 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum weekly intervals.
- B. Attendance Required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), Architect/Engineer, Contractor, Contractor's Superintendent, and major Subcontractors (if any).
- 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. The 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.
- E. Progress Photographs:
1. The Contractor shall take photographs on a daily basis (that work is taking place), shall compile and send electronically (email) to the Contract Administrator on a weekly basis.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products [and salvaged products] for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.

- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect [existing] work from weather and extremes of temperature and humidity. Provide temporary heating, cooling and dehumidification systems for specific product requirements identified within specification sections.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to [original] [or] [specified] condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to [specified] [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 [original] [or] [specified] condition.
- N. Replace portions of [existing] [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. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Certificates.
- G. Manufacturer's instructions.
- H. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Contractor to issue submittals directly to the Architect and copy the Contract Administrator.
- B. Contractor to also provide one hard copy of all approved submittals to the Clerk of the Works.
- C. At completion of the project the Contactor shall provide One (1) digital copy on compact discs or USB drives and one (1) hard copy in the form of a three-ring binder with all the submittals for the project.
- D. 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.
- E. For each submittal for review, allow 21 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.

- F. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- G. When revised for resubmission, identify changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- I. Submittals not requested will not be recognized or processed.
- J. Work shall not begin until All submittal items have been approved and returned to General Contractor by the Contract Administrator.

1.3 CONSTRUCTION PROGRESS SCHEDULES

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

1.4 PROPOSED PRODUCT LIST

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

1.5 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 copies to Contract Administrator, Clerk of the Works, Architect, Engineer, Subconsultant, and Using Agency. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.6 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.
- C. Submit number of copies Contractor requires, plus copies to Contract Administrator, Clerk of the Works, Architect, Engineer, Subconsultant, and Using Agency. The copy for the Using Agency is separate from the copy the Contractor to provide as part of close out procedures.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.7 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.

1.8 MANUFACTURER'S INSTRUCTIONS

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

1.9 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.

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. Manufacturers' field services.
- G. Examination.
- H. 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 Administrator will have [14] to [21] days to respond to the Contractor with 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 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 and quality of workmanship as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. 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 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. Perform work only on days with favorable weather conditions.
- 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 (as needed).
 - 3. Temporary water service.
 - 4. Temporary sanitary facilities.

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

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Noise control.

- D. Removal of utilities, facilities, and controls.

- E. All work completed herein must conform to applicable state, federal requirements, and guidelines at the Contractor's expense as is necessary to complete the Work.

1.2 TEMPORARY ELECTRICITY

- A. State will pay cost of energy used. Exercise measures to conserve energy. Utilize State's existing power service.

- B. Do not disrupt State's use of service.

- C. Complement existing power service capacity and characteristics as required for construction operations.

- D. Permanent convenience receptacles may be utilized during construction:
 - 1. Power available is limited to 15A/120V. Any additional/greater needs shall be accommodated for by the Contractor and included in the cost of work.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.

1.4 TEMPORARY WATER SERVICE

- A. State will pay cost of temporary water. Exercise measures to conserve energy. Utilize State's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
1. Connection is limited to one (1) exterior hose bib connection at grade level. Any additional/greater needs shall be accommodated for by the Contractor and included in the cost of work.

1.5 TEMPORARY SANITARY FACILITIES

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

1.6 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for field offices or for storage.
- B. Provide conex box or similar as may be required for storage of tools, materials and posting/storing of required documents on site.
- C. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.7 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.9 PROJECT IDENTIFICATION

- A. Project Identification Sign:

1. One painted sign of construction and design as shown in sample attached to end of this specification section, bottom 6 feet above ground.
 2. Content: Specific information to be determined after Award of Contract.
 3. Graphic Design, Colors, Style of Lettering: As shown in attached sample at end of specification section.
 4. Lettering: Typeface – Times New Roman, Univers, Arial or CG Omega.
- B. Design sign and structure to withstand 60 miles/hr wind velocity.
- C. Sign Painter: Experienced as professional sign painter for minimum three years.
- D. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- E. Sign Materials:
1. Structure and Framing: New wood, structurally adequate.
 2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum ¾ inches thick, standard large sizes to minimize joints.
 3. Rough Hardware: Galvanized
 4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 5. Lettering: Pre-cut vinyl self-adhesive products.
- F. Installation:
1. Install project identification sign prior to start of construction.
 2. Erect at designated location.
 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 5. Paint exposed surfaces of sign, supports, and framing.
- G. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- H. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.
- 1.10 DUST CONTROL
- A. Execute Work by methods to minimize raising dust from construction operations.
 - B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- 1.11 NOISE CONTROL
- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

STATE OF NEW HAMPSHIRE
CAPITAL IMPROVEMENT PROJECT

PROJECT TITLE
PROJECT TITLE

AUTHORIZATION: CHAPTER ###:# (*) (*), Laws of 200* as amended by ###:## (*****), Laws of 200#

CONTRACT : \$ 0.00

HONORABLE *** , GOVERNOR**

ARCHITECT

***** NH

CONTRACTOR

***** , NH

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

Scale: 1" = 1' - 0" (4' - 0" x 8' - 0" overall sign dimensions)

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.

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 (tonnage)
 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. Wood with and without embedded nails and staples.
 - 4. Metals.
 - 5. Single-ply roofing membrane

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.

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

Not Used.

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. Project record documents.
- D. Operation and maintenance data.
- E. Product warranties and product bonds.
- F. 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 of the building as specified in Section 01100.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from roofs, gutters, downspouts, and drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROJECT RECORD DOCUMENTS

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

1.5 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, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.

1.6 GUARANTEE OF WORK

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the Date of Substantial Completion of the work.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Contract Administrator, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.
 2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
 3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contract Administrator and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his/her Surety shall be liable for all expense incurred.

- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the term of this paragraph during the first year of the life of such special guarantee.
- F. Failure to adhere to guarantee terms may result in suspension or barring from the prequalification list, or, alternatively, the requirement of a Letter of Credit or other guaranty equal to a percentage of the Contract amount.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01100 "Summary" and drawings for restrictions on use of the premises, Contract Administrator-occupancy requirements, and phasing requirements.
2. Section 01700 "Execution" requirements for cutting and patching procedures.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Contract Administrator that may be uncovered during demolition remain the property of Contract Administrator.
 1. Carefully salvage in a manner to prevent damage and promptly return to Contract Administrator.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Contract Administrator's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Contract Administrator's continuing occupancy of portions of existing building and of Contract Administrator's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 01300 "Administrative Requirements." Submit before Work begins.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Contract Administrator will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Contract Administrator's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Contract Administrator as far as practical.
- C. Notify Contract Administrator of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Contract Administrator. Hazardous materials will be removed by Contract Administrator under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
 - 2. Maintain HVAC systems in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Contract Administrator's operations.

PART 2 - EXECUTION

2.1 SUBSTITUTIONS

- A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested eight (8) business days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 EXAMINATION

- A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Contract Administrator. Contract Administrator does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

2.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

2.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide overhead protection at doors, sidewalks, stairs, and parking areas to ensure safe passage of people and vehicles under and adjacent to selective demolition area.
 - 3. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 4. Protect roof areas, walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- B. Remove temporary barricades and protections where hazards no longer exist.

2.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

2.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM)" for new roofing requirements.

1. Remove existing roofing system down to substrate and as indicated on drawings.

2.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01505 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 01505 "Construction Waste."

B. Burning: Do not burn demolished materials.

2.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood products.
2. Miscellaneous lumber.

1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

1.3 ACTION SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.4 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Material Certificates:
 1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
 2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS**2.1 SUBSTITUTIONS**

- A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested eight (8) business days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 WOOD PRODUCTS

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
 - 1. Boards: 19 percent.
 - 2. Dimension Lumber: 19 percent unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
- B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Spruce-pine-fir; NLGA.
 - 3. Northern species; NLGA.

- C. **Concealed Boards:** 19 percent maximum moisture content and any of the following species and grades:
 - 1. Hem-fir or hem-fir (north); Standard or No. 3 Common grade; NLGA, WCLIB, or WWP.
 - 2. Eastern softwoods; No. 3 Common grade; NeLMA.
 - 3. Northern species; No. 3 Common grade; NLGA.
- D. **Roofing Nailers:** Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.
- E. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

2.4 FASTENERS

- A. **General:** Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329.
- B. **Nails, Brads, and Staples:** ASTM F1667.
- C. **Power-Driven Fasteners:** Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. **Post-Installed Anchors:** Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC193 as appropriate for the substrate.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. **Framing Standard:** Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

- D. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Securely attach roofing nailers to substrates by anchoring and fastening to withstand bending, shear, or other stresses imparted by Project wind loads and fastener-resistance loads as designed in accordance with ASCE/SEI 7.
- F. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7. Verify existing to remain wood blocking is fully secured in a similar manner.

3.3 PROTECTION

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

END OF SECTION

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of This Section Includes:

1. Roof tear-off.
2. Base flashing removal.
3. Disposal.

B. Related Requirements:

1. Section 01100 "Summary" for use of premises and for phasing requirements.
2. Section 01500 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.2 UNIT PRICES

- A. Work of this Section is affected by insulation removal and replacement unit price and roof sheathing removal and replacement unit price.

1.3 DEFINITIONS

- A. EPS: Molded (expanded) polystyrene.
- B. Full Roof Tear-off: Removal of existing roofing system down to existing roof deck.
- C. OSB: Oriented strand board.
- D. Partial Roof Tear-off: Removal of selected components and accessories from existing roofing system.
- E. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.
- F. Roof Re-Cover Preparation: Existing roofing system is to remain and be prepared for new roof installed over it.

1.4 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Qualification Data: For Installer.

1. Include certificate that Installer is approved by warrantor of existing roofing system.
 2. Include certificate that Installer is licensed to perform asbestos abatement.
- C. Field Test Reports: Fastener pull-out test report.
- D. Photographs or Video: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
1. Submit before Work begins.
- E. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials, by a landfill facility licensed to accept them.

1.5 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Certified statement from specified or agreed upon roof manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.
- B. Regulatory Requirements:
1. Comply with governing EPA notification regulations before beginning roofing removal.
 2. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 FIELD CONDITIONS

- A. Existing Roofing System: EPDM roofing.
- B. Contract Administrator will occupy portions of building immediately below reroofing area.
1. Conduct reroofing so Contract Administrator's operations are not disrupted.
 2. Provide Contract Administrator with not less than 72 hours' written notice of activities that may affect Contract Administrator's operations.
 3. Coordinate work activities daily with Contract Administrator so Contract Administrator has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
 4. Before working over structurally impaired areas of deck, notify Contract Administrator to evacuate occupants from below affected area.

- a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding will be maintained by Contract Administrator as far as practical.
 1. The results of an analysis of test cores from existing roofing system are available for Contractor's reference.
 2. Construction Drawings for existing roofing system are provided for Contractor's convenience and information, but they are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to for rooftop equipment wheel loads and for uniformly distributed loads.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials:
 1. It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
 - a. Existing roof will be left no less watertight than before removal.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Contract Administrator.
 - a. Hazardous materials will be removed by Contract Administrator under a separate contract.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested eight (8) working days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 TEMPORARY PROTECTION MATERIALS

- A. EPS Insulation: ASTM C578.
- B. Plywood: DOC PS 1, Grade CD, Exposure 1.
- C. OSB: DOC PS 2, Exposure 1.

2.3 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.
 - 1. Infill materials are specified in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" unless otherwise indicated.
- B. Wood blocking, curbs, and nailers are specified in Section 061000 "Rough Carpentry."
- C. Parapet Sheathing:
 - 1. ASTM C1177/C1177M or ASTM C1278/C1278M water-resistant gypsum substrate; 1/2 inch thick.
- D. Fasteners: Factory-coated steel fasteners with metal or plastic plates listed in FM Approvals' RoofNav, and acceptable to new roofing system manufacturer.

2.4 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 - 1. Protect existing roofing system that is not to be reroofed.
 - 2. Limit traffic and material storage to areas of existing roofing that have been protected.
 - 3. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
 - 4. Comply with requirements of existing roof system manufacturer's warranty requirements.
- B. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- C. Shut off rooftop utilities and service piping before beginning the Work.

- D. Test existing roof drains to verify that they are not blocked or restricted.
 - 1. Immediately notify Contract Administrator of any blockages or restrictions.
- E. Coordinate with Contract Administrator to shut down air-intake equipment in the vicinity of the Work.
 - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- F. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- G. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
 - 1. Prevent debris from entering or blocking roof drains and conductors.
 - a. Use roof-drain plugs specifically designed for this purpose.
 - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 - a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. Notify Contract Administrator each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Remove pavers and accessories from roofing.
 - 1. Store and protect pavers and accessories for reuse in manner not to exceed structural loading limitations of roof deck.
 - 2. Discard cracked pavers.
- D. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.
 - 1. Remove roof insulation and cover board.
 - 2. Remove base flashings and counter flashings.
 - 3. Remove perimeter edge flashing and gravel stops.
 - 4. Remove copings.
 - 5. Remove expansion-joint covers.

6. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
7. Remove roof drains indicated on Drawings to be removed.
8. Remove wood blocking, curbs, and nailers indicated on drawings to be removed.
9. Remove excess asphalt from steel deck.
 - a. A maximum of 15 lb/100 sq. ft. of asphalt is permitted to remain on steel decks.
10. Remove fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Contract Administrator.
 1. Do not proceed with installation until directed by Contract Administrator.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Contract Administrator.
 1. Do not proceed with installation until directed by Contract Administrator.

3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
 1. Installation of infill materials is specified in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
 2. Installation of wood blocking, curbs, and nailers is specified in Section 061000 "Rough Carpentry."
- B. Install new roofing patch over roof infill area.
 1. If new roofing is installed the same day tear-off is made, roofing patch is not required.

3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
 1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 077100 "Roof Specialties."

- C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage.
 - 1. If wood blocking, curbs, or nailers have deteriorated, immediately notify Contract Administrator.
- D. When directed by Contract Administrator, replace parapet framing, wood blocking, curbs, and nailers to comply with Section 061000 "Rough Carpentry."

3.6 DISPOSAL

- A. Collect demolished materials and place in containers.
 - 1. Promptly dispose of demolished materials.
 - 2. Do not allow demolished materials to accumulate on-site.
 - 3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Contract Administrator's property.

END OF SECTION

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
2. Accessory roofing materials.
3. Substrate board.
4. Vapor retarder.
5. Roof insulation.
6. Insulation accessories and cover board.
7. Asphalt materials.
8. Walkways.

- B. Section includes installation of sound-absorbing insulation strips in ribs of roof deck. Sound-absorbing insulation strips are furnished under Section 053100 "Steel Decking."

C. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
2. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.2 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.3 ACTION SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.

B. Product Data:

1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
2. Accessory roofing materials.
3. Substrate board.
4. Vapor retarder.
5. Roof insulation.
6. Insulation accessories and cover board.
7. Asphalt materials.
8. Walkways.

- C. **Product Data Submittals:**
 - 1. For insulation and roof system component fasteners, include copy of SPRI's Directory of Roof Assemblies listing.
- D. **Shop Drawings:** Include roof plans, sections, details, and attachments to other work, including the following:
 - 1. Layout and thickness of insulation.
 - 2. Base flashings and membrane terminations.
 - 3. Flashing details at penetrations.
 - 4. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
- E. **Samples for Verification:** For the following products:
 - 1. Roof membrane and flashings of color required.
 - 2. Walkway pads or rolls, of color required.
- F. **Wind Uplift Resistance Submittal:** For roofing system, indicating compliance with wind uplift performance requirements.

1.4 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. **Qualification Data:** For Installer and manufacturer.
- C. **Manufacturer Certificates:**
 - 1. **Performance Requirement Certificate:** Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.
 - 2. **Special Warranty Certificate:** Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- D. **Product Test Reports:** For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- E. **Evaluation Reports:** For components of roofing system, from ICC-ES.
 - 1. **Field Test Reports:**
 - 2. Concrete internal relative humidity test reports.
 - 3. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

- F. Field quality-control reports.
- G. Sample Warranties: For manufacturer's special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Maintenance Data: For roofing system to include in maintenance manuals.
- C. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.8 FIELD CONDITIONS

- A. **Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. **Special Warranty:** Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period and has no dollar limit that covers full system water-tightness.
1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, substrate board, roof pavers, and other components of roofing system.
 2. Warranty Period: 30 years from Date of Substantial Completion.
- B. **Special Project Warranty:** Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 - PRODUCTS**2.1 SUBSTITUTIONS**

- A. Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested eight (8) working days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 PERFORMANCE REQUIREMENTS

- A. **General Performance:** Installed roofing system and base flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings to remain watertight.
1. **Accelerated Weathering:** Roof membrane to withstand 2000 hours of exposure when tested in accordance with ASTM G152, ASTM G154, or ASTM G155.
 2. **Impact Resistance:** Roof membrane to resist impact damage when tested in accordance with ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. **Material Compatibility:** Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

- C. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
1. Fire/Windstorm Classification: Class 1A-60.
 2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34 SH.
- D. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
- E. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.
- 2.3 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING
- A. EPDM Sheet: ASTM D4637/D4637M, self-adhering EPDM sheet.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Carlisle Syntec Systems.
 - b. Firestone Building Products.
 - c. Johns Manville; a Berkshire Hathaway company.
 2. Thickness: 90 mils, nominal.
 3. Exposed Face Color: Black.
 4. Source Limitations: Obtain components for roofing system from manufacturers approved by roof membrane manufacturer.
- 2.4 ACCESSORY ROOFING MATERIALS
- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55 to 60 mils thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.

- D. Slip Sheet: Manufacturer's standard, of thickness required for application.
 - E. Asphalt-Coated, Glass-Fiber-Mat, Venting Base Sheet: ASTM D4897/D4897M, Type II; nonperforated, asphalt-impregnated fiberglass reinforced, with mineral granular patterned surfacing on bottom surface.
 - F. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
 - G. Roof Vents: As recommended by roof membrane manufacturer.
 - 1. Size: Not less than 4-inch diameter.
 - H. Bonding Adhesive: Manufacturer's standard.
 - I. Modified Asphaltic Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard modified asphalt, asbestos-free, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
 - J. Seaming Material: Factory-applied seam tape, width as recommended by manufacturer.
 - K. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
 - L. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
 - M. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
 - N. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
 - O. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
 - P. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
 - Q. Liquid Coating: Product specifically formulated for coating EPDM membrane roofing, as follows:
 - 1. Type: Acrylic emulsion complying with ASTM D6083.
 - 2. Color: As selected by Contract Administrator from manufacturer's full range.
- 2.5 SUBSTRATE BOARD
- A. Gypsum Board, Type X: ASTM C1396/C1396M.

1. Thickness: 1/2 inch.
 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed; SAINT-GOBAIN.
 - b. Georgia-Pacific Gypsum LLC.
 - c. Gold Bond Building Products, LLC provided by National Gypsum Company.
 - d. USG Corporation.
 3. Thickness: Type X, 1/2 inch.
 4. Surface Finish: Factory primed.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.
- 2.6 VAPOR RETARDER
- A. Polyethylene Film: ASTM D4397, 6 mils thick, minimum, with maximum permeance rating of 0.076 perm.
1. Tape: Pressure-sensitive tape of type recommended by vapor retarder manufacturer for sealing joints and penetrations in vapor retarder.
 2. Adhesive: Manufacturer's standard lap adhesive, listed by FM Approvals for vapor retarder application.
- B. Rubberized-Asphalt-Sheet Vapor Retarder, Self-Adhering: ASTM D1970/D1970M, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil total thickness; maximum permeance rating of 0.1 perm; cold applied, with slip-resisting surface and release paper backing: Provide primer when recommended by vapor retarder manufacturer.
- 2.7 ROOF INSULATION
- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, approved for use in SPRI's Directory of Roof Assemblies listed roof assemblies.
- B. Extruded-Polystyrene Board Insulation: ASTM C578, Type V, 3.00-lb/cu. ft. minimum density, 100 psi minimum compressive strength square edged.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. DuPont.
 - b. Kingspan Insulation LLC.
 - c. Owens Corning.
 - d. Soprema, Inc.

2. Size: 48 by 96 inches.
- C. Tapered Insulation: Provide factory-tapered insulation boards.
1. Material: Match roof insulation.
 2. Minimum Thickness: 1/4 inch.
 3. Slope:
 - a. Roof Field: 1/4 inch per foot.

2.8 INSULATION ACCESSORIES AND COVER BOARD

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
 1. Modified asphaltic, asbestos-free, cold-applied adhesive.
 2. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
 3. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

2.9 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16 inch thick and acceptable to roofing system manufacturer.
 1. Size: Approximately 36 by 60 inches.
 2. Color: Contrasting with roof membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

3. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer when tested in accordance with ASTM F2170.
 - a. Test Frequency: One test probe per each Insert area, or portion thereof, of roof deck, with not less than three test probes.
 - b. Submit test reports within 24 hours of performing tests.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation in accordance with roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests in accordance with roof system manufacturer's written instructions.
 1. Submit test result within 24 hours of performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system in accordance with roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.4 INSTALLATION OF SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inches in adjacent rows.
 1. At steel roof decks, install substrate board at right angle to flutes of deck.

- a. Locate end joints over crests of steel roof deck.
2. Tightly butt substrate boards together.
3. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
4. Fasten substrate board to top flanges of steel deck in accordance with recommendations in SPRU's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29.
5. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof in accordance with roofing system manufacturers' written instructions.
6. Loosely lay substrate board over roof deck.

3.5 INSTALLATION OF VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches, respectively.
 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
 2. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.6 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
 1. Install base layer of insulation with and with long joints continuous at right angle to flutes of decking.
 - a. Locate end joints over crests of decking.
 - b. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water flow is unrestricted.

- f. Fill gaps exceeding 1/4 inch with insulation.
 - g. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - h. Loosely lay base layer of insulation units over substrate.
 - i. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.
 - 1) Fasten insulation in accordance with requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
 - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
2. Install upper layers of insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
- a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
 - b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - f. Trim insulation so that water flow is unrestricted.
 - g. Fill gaps exceeding 1/4 inch with insulation.
 - h. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - i. Loosely lay each layer of insulation units over substrate.
 - j. Adhere each layer of insulation to substrate using adhesive in accordance with SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
 - 2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.7 INSTALLATION OF SELF-ADHERING ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing in accordance with roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Contract Administrator's testing and inspection agency.

- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
 - E. Fold roof membrane to expose half of sheet width's bottom surface.
 - 1. Remove release liner on exposed half of sheet.
 - 2. Roll roof membrane over substrate while avoiding wrinkles.
 - F. Fold remaining half of roof membrane to expose bottom surface.
 - 1. Remove release liner on exposed half of sheet.
 - 2. Roll roof membrane over substrate while avoiding wrinkles.
 - G. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
 - H. Apply roof membrane with side laps shingled with slope of roof deck where possible.
 - I. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
 - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
 - J. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
 - K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.
 - L. Adhere protection sheet over roof membrane at locations indicated.
- 3.8 INSTALLATION OF BASE FLASHING
- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates in accordance with roofing system manufacturer's written instructions.
 - B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
 - C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
 - D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
 - E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.9 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products in accordance with manufacturer's written instructions.
1. Install flexible walkways at the following locations:
 - a. Locations indicated on Drawings.
 2. Provide 6-inch clearance between adjoining pads.
 3. Adhere walkway products to substrate with compatible adhesive in accordance with roofing system manufacturer's written instructions.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Contract Administrator.

3.11 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to the Contract Administrator.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and in accordance with warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.12 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Contract Administrator: <Insert name of Contract Administrator>.
2. Contract Administrator Address: <Insert address>.
3. Building Name/Type: <Insert information>.
4. Building Address: <Insert address>.
5. Area of Work: <Insert information>.
6. Acceptance Date: _____.
7. Warranty Period: <Insert time>.
8. Expiration Date: _____.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Contract Administrator or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 55 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Contract Administrator.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Contract Administrator or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Contract Administrator allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Contract Administrator engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Contract Administrator in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Contract Administrator shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Contract Administrator from other remedies and resources lawfully available to Contract Administrator in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Contract Administrator or a subcontract with Contract Administrator's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Custom flashing and trim fabrications, made from the following:
 - 1. Sheet metal materials.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 077100 "Roof Specialties" for manufactured roof-edge specialties and roof-edge drainage systems.

1.2 ACTION SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Product Data: For each type of product.
- C. Shop Drawings: For sheet metal flashing and trim.
 - 1. Plans, elevations, sections, and attachment details.
 - 2. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 3. Details of edge conditions.
 - 4. Details of penetrations.
- D. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.

1.3 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Qualification Statements: For fabricator.
- C. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section “Submittal Procedures” and the individual sections specifying the work.
- B. Maintenance Data: For sheet metal flashing and trim, and its accessories.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Entity that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.7 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 30 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested eight (8) business days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings and copings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 1. Design Pressure: As indicated on Drawings.
- D. FM Approvals Listing: Manufacture and install roof edge flashings that comply with requirements in FM Approvals 4471 as part of a roofing system and that are listed in FM Approvals' "Approval Guide" and approved for windstorm classification, Class 1A-60. Identify materials with name of fabricator and design approved by FM Approvals.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.3 SHEET METAL MATERIALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with minimum ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet

complying with minimum ASTM A792/A792M, Class AZ50 coating designation; Grade 40. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

1. Surface: Smooth, flat.
2. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
3. Color: As selected by Contract Administrator from manufacturer's full range.
4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- F. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- G. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
 - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 ft. on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.

- G. Do not use graphite pencils to mark metal surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 3. Verify that air- or water-resistant barriers have been installed over substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 7. Do not field cut sheet metal flashing and trim by torch.
 8. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

- C. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as required for watertight construction.
 - 1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.3 INSTALLATION OF ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

3.4 CLEANING

- A. Clean off excess sealants.

3.5 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Contract Administrator.

END OF SECTION

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Manufactured units for the following applications:
 - 1. Roof-edge specialties.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated, sheet metal flashing and trim.
 - 3. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

1.2 ACTION SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Product Data: For each type of roof specialty.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. Shop Drawings: For each type of roof specialty.
 - 1. Plans, elevations, sections, and attachment details.
 - 2. Identification of material, thickness, weight, and finish for each item and location in Project.

1.3 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Product Test Reports: For roof-edge flashings, for tests performed by a qualified testing agency.
- C. Research Reports: For roof-edge flashings, from an agency acceptable to authorities having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.
- D. Qualification Statements: For manufacturer.

- E. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Maintenance Data: For roof specialties.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer offering products that are FM Approvals listed for specified class and ANSI/SPRI/FM 4435/ES-I tested to specified design pressure.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication and indicate measurements on Shop Drawings.

1.8 COORDINATION

- A. Coordinate roof specialties with roofing system, flashing, and other adjoining work to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Confirm and coordinate compatibility of materials and comply with warranty requirements of roofing system manufacturer.
- C. Coordinate roof specialties layout and seams with sizes and locations of joints and seams in adjacent materials.

1.9 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 075523 "Ethylene-Propylene-Diene-Monomer (EPDM)."

- B. **Special Warranty on Painted Finishes:** Manufacturer agrees to repair finishes or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
1. **Fluoropolymer Finish:** Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. **Finish Warranty Period:** 30 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested eight (8) business days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 PERFORMANCE REQUIREMENTS

- A. **General Performance:** Roof specialties to withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. **FM Approvals' Listing:** Manufacture and install roof-edge specialties that are listed in FM Approvals' "Approval Guide" and approved for windstorm classification, Class I-60. Identify materials with FM Approvals' markings.
- C. **SPRI Wind Design Standard:** Manufacture and install roof-edge specialties tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressures:
1. **Design Pressure:** As indicated on Drawings.
- D. **Thermal Movements:** Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. **Temperature Change:** 120 deg F, ambient; 180 deg F, material surfaces.

2.3 ROOF-EDGE SPECIALTIES

- A. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 ft. and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ATAS International, Inc.
 - b. Berridge Manufacturing Company.
 - c. Drexel Metals.
 - d. EXCEPTIONAL Metals.
 - e. Fabral; a brand of Flack Global Metals.
 - f. FlashCo Manufacturing Inc.
 - g. Metal-Era, Inc.
 - h. OMG Roofing Products; a Division of OMG, Inc.
 - i. SAF Perimeter Systems Division.
 2. Formed Aluminum Fascia Covers: Aluminum sheet, 0.040 inch thick minimum.
 - a. Surface: Smooth, flat finish.
 - b. Finish: Kynar 500 resin-based coating.
 - c. Color: As selected by Contract Administrator from manufacturer's full range.
 3. Corners: Factory mitered.
 4. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
 5. Receiver: Extruded aluminum, 0.080 inch thick.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Roof specialty manufacturer's recommended fasteners, designed to meet performance requirements, suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA AMP 500, "Metal Finishes Manual for Architectural and Metal Products," for recommendations for applying and designating finishes.

- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install roof specialties in accordance with manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of sealant.
 - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer's written installation instructions.
 - 1. Coat concealed side of roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.

1. Space movement joints at a maximum of 12 ft. with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Seal concealed joints with butyl sealant as required by roof specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.3 INSTALLATION OF ROOF-EDGE SPECIALTIES

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.4 CLEANING AND PROTECTION

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing in accordance with ASTM A780/A780M.
- B. Clean and neutralize flux materials. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures, as determined by Contract Administrator.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nonstaining silicone joint sealants.
 - 2. Latex joint sealants.

1.2 ACTION SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Product Data:
 - 1. Nonstaining silicone joint sealants.
 - 2. Latex joint sealants.
- C. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.3 INFORMATIONAL SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1.4 CLOSEOUT SUBMITTALS

- A. Submittals shall comply with the requirements of Division 01 Section "Submittal Procedures" and the individual sections specifying the work.
- B. Manufacturers' special warranties.
- C. Installer's special warranties.

1.5 QUALITY ASSURANCE

- A. **Installer Qualifications:** Authorized representative who is trained and approved by manufacturer.
- B. **Testing Agency Qualifications:** Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. **Special Installer's Warranty:** Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. **Warranty Period:** Two years from date of Substantial Completion.
- B. **Special Manufacturer's Warranty:** Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. **Warranty Period:** Five years from date of Substantial Completion.
- C. **Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:**
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed those specified if requested eight (8) business days prior to the date of bid opening in accordance with Section 01600 "Product Requirements."

2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Contract Administrator from manufacturer's full range.

2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.4 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.

- B. **Joint Priming:** Prime joint substrates where recommended by joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. **Masking Tape:** Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. **General:** Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. **Sealant Installation Standard:** Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. **Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.**
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. **Install sealants using proven techniques that comply with the following and at the same time backings are installed:**
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. **Tooling of Nonsag Sealants:** Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

STATE OF NEW HAMPSHIRE

Department of Administrative Services

DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

NEW HAMPSHIRE FISH AND GAME (NHF&G) ROOF REPLACEMENT

11 Hazen Drive
 Concord, New Hampshire
 DPW Project - 81352R Contract B
 Final Submission
MARCH 10, 2025



7 Hazen Drive PO Box 483 Room 250
 Concord, New Hampshire 03303
 P 603-271-3518 F 603-271-1515

COMMISSIONER DEPARTMENT OF ADMINISTRATIVE SERVICES

[Signature] 3/17/25
 SIGNATURE DATE

ADMINISTRATOR DIVISION OF PUBLIC WORKS

[Signature] 03/12/25
 SIGNATURE DATE

COMMISSIONER DEPARTMENT OF LICENSING AGENCY

[Signature] 3/10/25
 SIGNATURE DATE

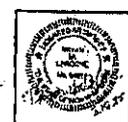
LOCUS MAP



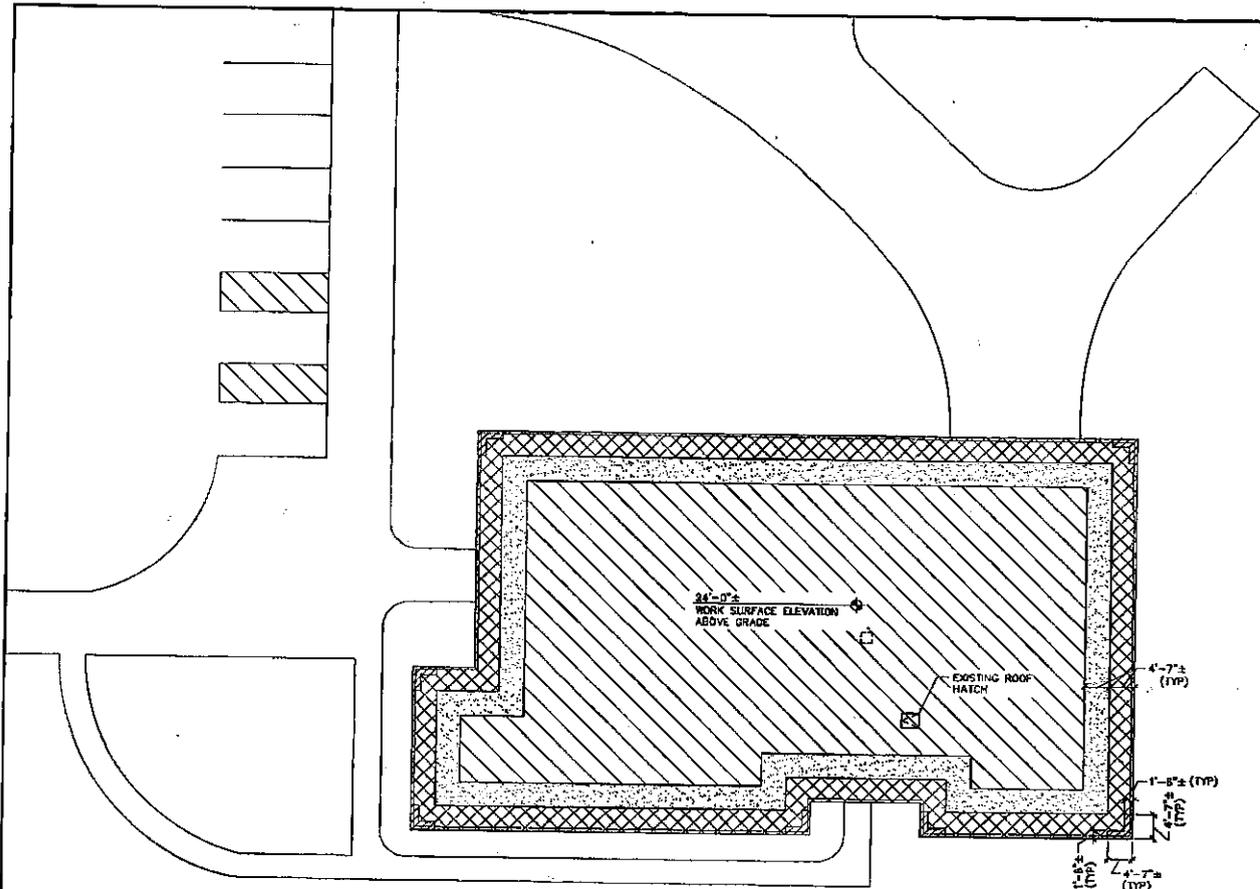
REVISIONS

DATE	SYMBOL	DESCRIPTION

PROJECT NAME NHF&G ROOF REPLACEMENT
PROJECT NUMBER 81352R
ISSUE DATE 03/10/2025
SHEET NUMBER G-001



ARCHITECT
 Oak Point Associates
 85 Middle Street
 Portsmouth, NH 03801
 603-431-4849
 blaroché@oakpoint.com



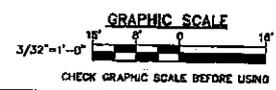
GENERAL NOTES

1. SEE SHEET G-002 FOR GENERAL CONSTRUCTION NOTES.
2. SEE SHEET AD101 FOR REMOVALS.
3. SEE SHEET AE101 FOR WORK.

LEGEND

-  ZONE 1 FROGE WIND PRESSURE = 23 PSF FM 1-60
-  ZONE 1 WIND PRESSURE = 39 PSF FM 1-60
-  ZONE 2 WIND PRESSURE = 52 PSF FM 1-120
-  ZONE 3 WIND PRESSURE = 70 PSF FM 1-150

1 REFERENCE PLAN
 SCALE 3/32"=1'-0"
 PLAN NORTH



07 Mar, 2025 - 1:32pm
 2:\22201\06\22201-06-0001.dwg

 OAK POINT ASSOCIATED 45 Middle Street, Portsmouth, NH 02871 (781) 431-4700 www.oakpoint.com	 STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION 7 HAZEN DRIVE, 1ST FLOOR, ROOM 420 CONCORD, NEW HAMPSHIRE 03301-0485 (603) 251-2554 FAX (603) 271-3123	REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		DATE	DESCRIPTION	BY																												NHPRO ROOF REPLACEMENT 11 HAZEN DRIVE CONCORD, NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES REFERENCE PLAN
		DATE	DESCRIPTION	BY																														
PROJECT NO: 24-001 SHEET NO: 04 DATE: 03/12/2025	DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 03/12/25	SCALE: AS NOTED DATE: 03/12/2025	SHEET NO: 04 OF 04 PROJECT NO: 24-001 DATE: 03/12/2025																															

GENERAL REMOVALS NOTES

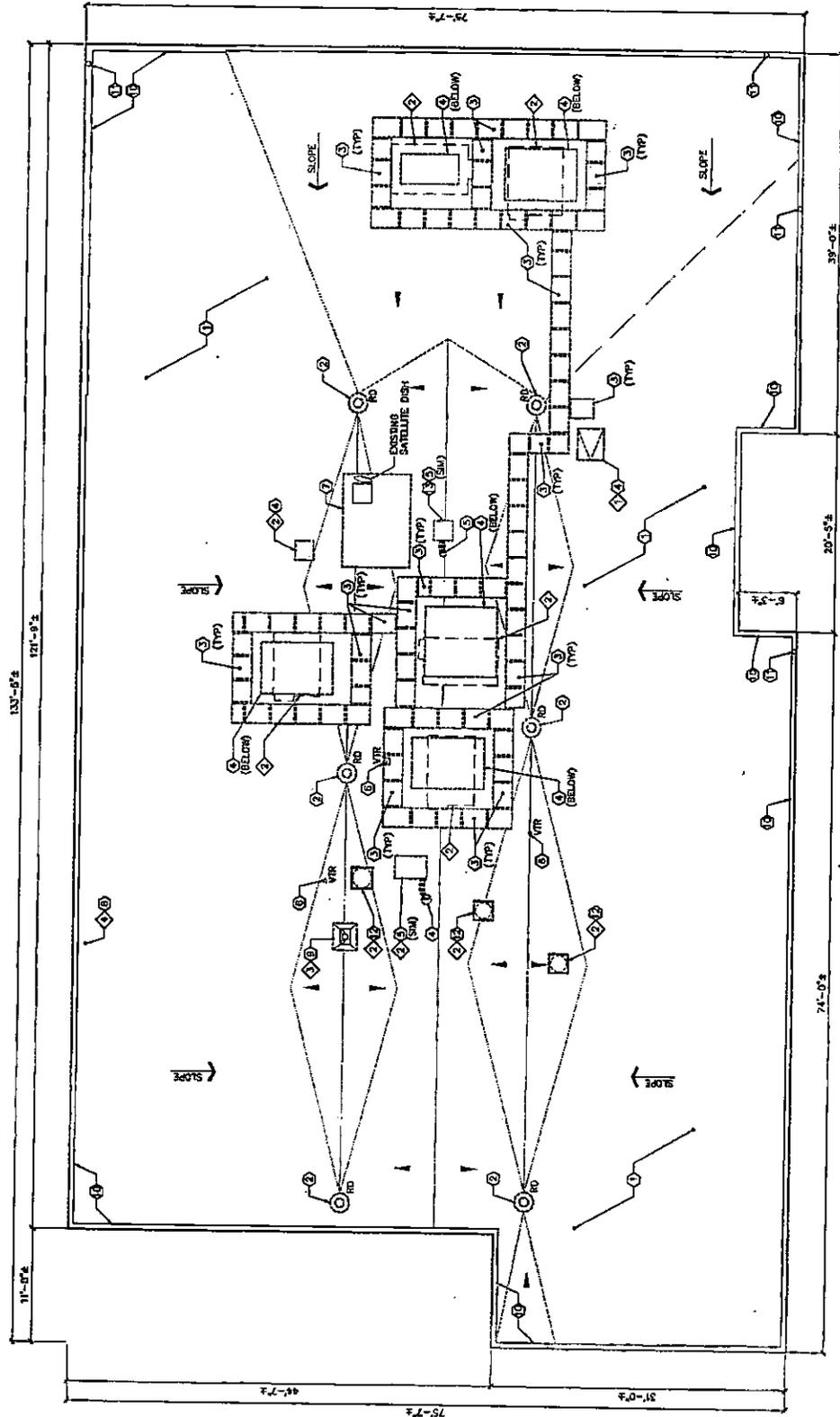
1. SEE SHEET R-001 FOR GENERAL CONSTRUCTION NOTES.
2. EXISTING ROOFTOP EQUIPMENT AND PENETRATIONS INDICATED WILL REMAIN AND BE MAINTAINED IN WORKING CONDITION DURING RE-ROOFING WORK UNLESS NOTED OTHERWISE.
3. VERIFY IN FIELD EXISTING DIMENSIONS PRIOR TO COMMENCEMENT OF WORK.
4. NOTIFY THE CONTRACT ADMINISTRATOR UPON THE DISCOVERY OF ANY DETERIORATED OR DAMAGED ROOF BLOCKING OR METAL DECKING.
5. SATURATE DECK TO REMAIN OPERATIONAL DURING CONSTRUCTION.

EXISTING KEYNOTES (THIS SHEET ONLY)

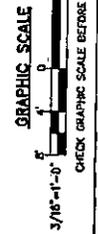
- ① EXISTING ROOF ACCESS.
- ② EXISTING MECHANICAL EQUIPMENT.
- ③ EXISTING CHIMNEY.
- ④ EXISTING ANTENNAS.

REMOVALS KEYNOTES (THIS SHEET ONLY)

- ① REMOVE BUILT-UP EPDM ROOF SYSTEM DOWN TO METAL ROOF DECK. SEE DETAIL 1/A0320.
- ② REMOVE ROOF FLASHING AND HARDWARE. REMOVE EPDM MEMBRANE FLASHING AT ROOF DRAIN. SEE DETAIL 2/A0320.
- ③ REMOVE WALKWAY PADS.
- ④ REMOVE EPDM MEMBRANE FLASHING AT CURB. SEE DETAIL 2/A0320.
- ⑤ REMOVE EPDM MEMBRANE FLASHING AND FITCH POCKET. SEE DETAIL 1/A0321.
- ⑥ REMOVE EPDM MEMBRANE FLASHING/ROOT AT VENT THROUGH ROOF PENETRATION. SEE DETAIL 5/A0320.
- ⑦ REMOVE EPDM MEMBRANE FLASHING AT ELEVATOR SHAFT OVERRUN. SEE DETAIL 3/A0321.
- ⑧ TEMPORARILY SUPPORT WIND AND REMOVE EPDM MEMBRANE FLASHING AT CONDUIT.
- ⑨ REMOVE EPDM MEMBRANE FLASHING AT CHIMNEY. SEE DETAIL 2/A0321.
- ⑩ REMOVE METAL FLASHING AND GRAVEL STOP. SEE DETAIL 3/A0320.
- ⑪ REMOVE BRGS, LADDY AND HARDWARE, SALVAGE FOR REINSTALLATION.
- ⑫ REMOVE EPDM MEMBRANE FLASHING AT MECHANICAL VENTILATOR. SEE DETAIL 6/A0320.
- ⑬ REMOVE AND REPAIR OF MECHANICAL VENTILATOR PRIOR TO DISCONNECT UNIT PRIOR TO REMOVAL.

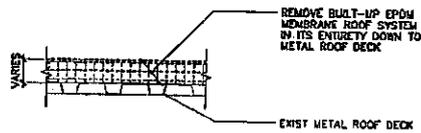


ROOF REMOVALS PLAN
 PLAN NORTH
 SCALE: 3/16"=1'-0"



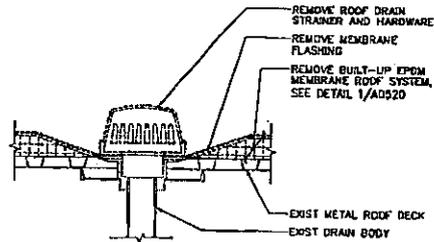
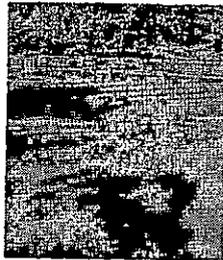
STATE OF NEW HAMPSHIRE
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION
 JAMES M. ...
 REGISTERED PROFESSIONAL ARCHITECT
 NO. ...
 EXPIRES ...

PROJECT NO.	131010
DATE	04/22/2023
PROJECT NAME	NEIFAC ROOF REPLACEMENT 11 BRAZEN DRIVE CONCORD NH 03301
CLIENT	DEPARTMENT OF ADMINISTRATIVE SERVICES
PROJECT TYPE	ROOF REMOVALS PLAN
SCALE	3/16"=1'-0"
DATE PLOTTED	04/22/2023
PLANNER	AD101



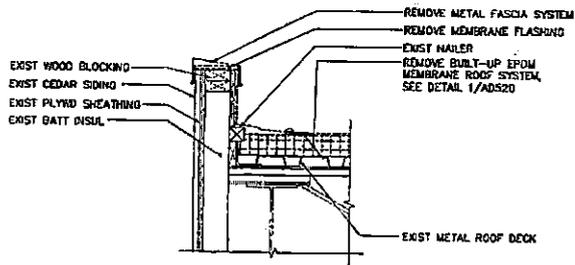
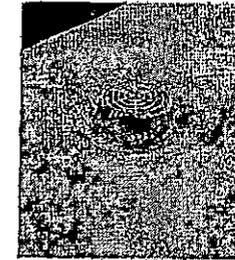
1 TYP EPDM ROOF SYSTEM REMOVAL DETAIL

AD101, AD520, AD521
AD520 SCALE: 1 1/2"=1'-0"



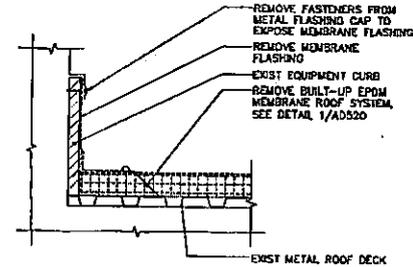
2 ROOF DRAIN REMOVAL DETAIL

AD101
AD520 SCALE: 1 1/2"=1'-0"



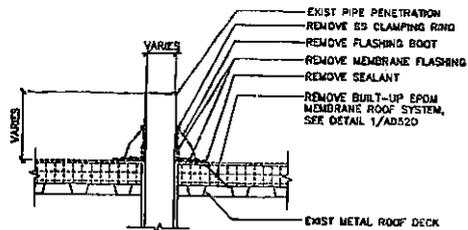
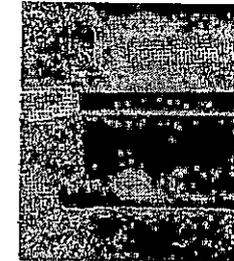
3 METAL FASCIA/GRAVEL STOP REMOVAL DETAIL

AD101
AD520 SCALE: 1 1/2"=1'-0"



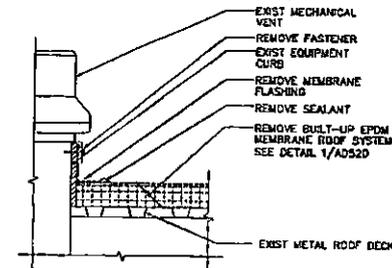
4 CURB FLASHING REMOVAL DETAIL

AD101
AD520 SCALE: 1 1/2"=1'-0"



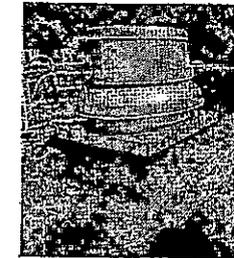
5 ROOF PENETRATION FLASHING REMOVAL DETAIL

AD101
AD520 SCALE: 1 1/2"=1'-0"



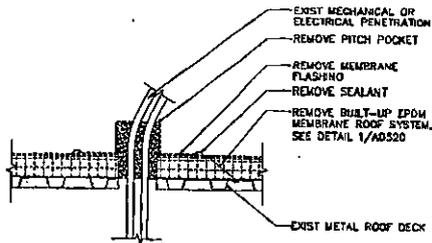
6 MECHANICAL VENTILATOR FLASHING REMOVAL DETAIL

AD101
AD520 SCALE: 1 1/2"=1'-0"

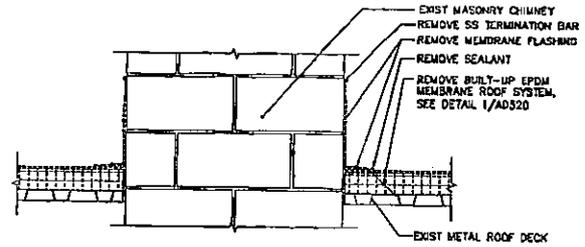


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21/12/2025.06/12/2025.DWG - AD520.dwg

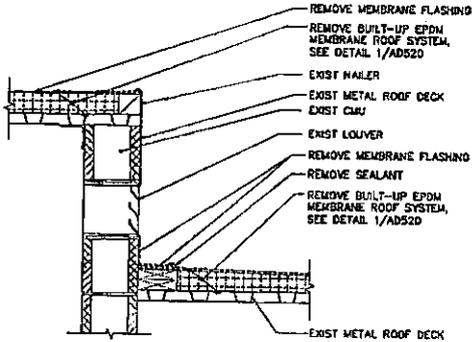
OAK POINT ARCHITECTS 		STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION	DATE: _____ REVISIONS: _____ DESCRIPTION: _____ BY: _____	NHP&G ROOF REPLACEMENT 11 HAZEN DRIVE CONCORD, NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES ROOF REMOVALS DETAILS 1
		JOHN B. WATSON BUILDING 3 PARKER DRIVE SUITE 402 CONCORD, NEW HAMPSHIRE 03301-9943 603.979-3024 FAX 603.979-2925	PROJECT # _____ SHEET # _____ OF _____ DATE: 03/12/2025	PREPARED BY: _____ CHECKED BY: _____ DATE: 03/12/2025



1 PITCH POCKET AND FLASHING REMOVAL DETAIL
 AD521 SCALE: 1 1/2"=1'-0"



2 CHIMNEY FLASHING REMOVAL DETAIL
 AD522 SCALE: 1 1/2"=1'-0"

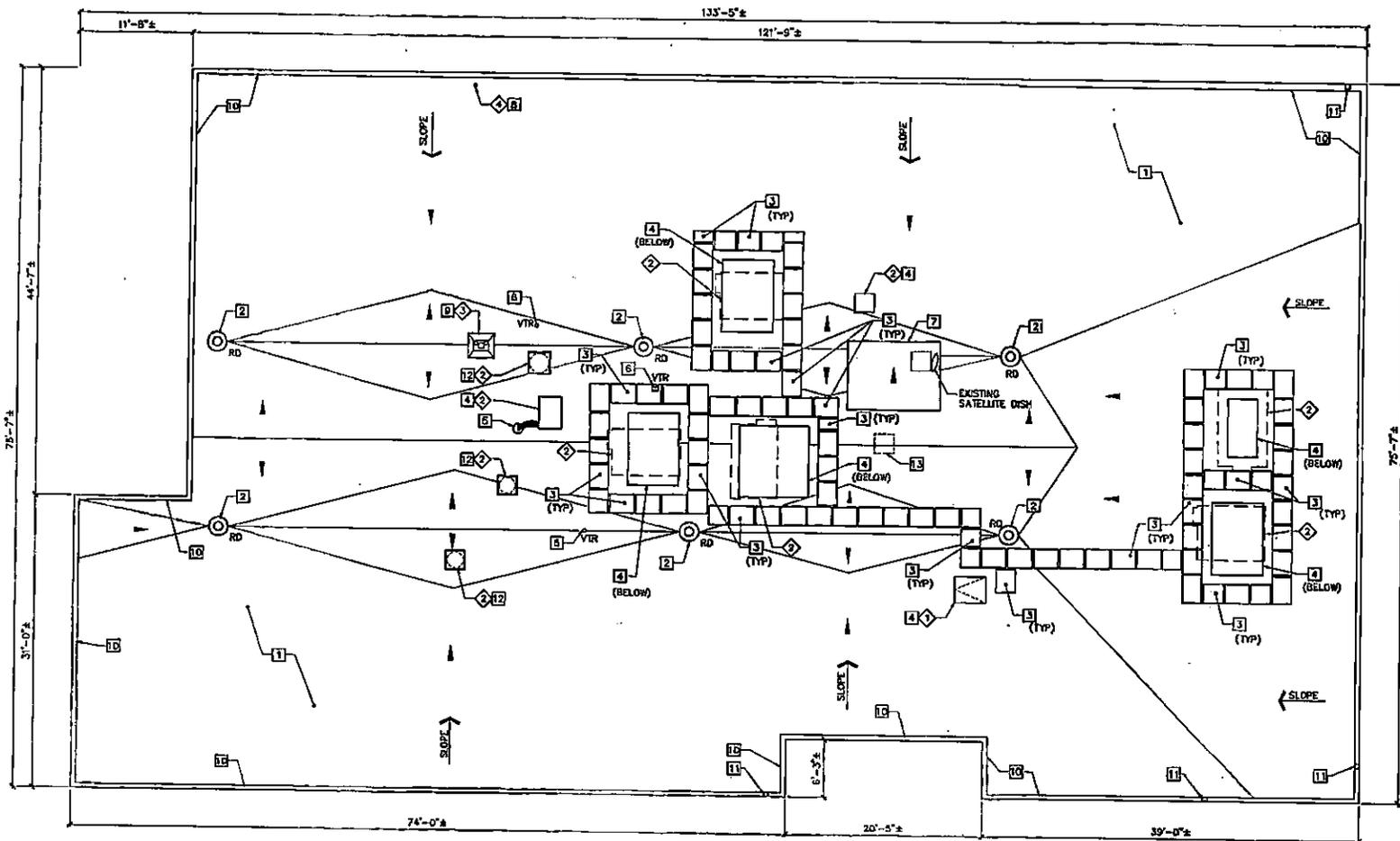


3 ELEVATOR OVERRUN FLASHING REMOVAL DETAIL
 AD523 SCALE: 1 1/2"=1'-0"



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OAK POINT ARCHITECTS 25 South Main, Portsmouth, NH 03801 603.433.4000 (T) 603.433.4000 www.oakpoint.com	 STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION JOHN W. WERTER DESIGN INC. 8 HAZEN DRIVE BOX 483 ROOM 204 CONCORD NEW HAMPSHIRE 03302-0483 CUCKER STUBBS FARRAR LLP	STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION JOHN W. WERTER DESIGN INC. 8 HAZEN DRIVE BOX 483 ROOM 204 CONCORD NEW HAMPSHIRE 03302-0483 CUCKER STUBBS FARRAR LLP		REVISIONS DATE DESCRIPTION BY	NH&G ROOF REPLACEMENT 11 HAZEN DRIVE CONCORD, NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES ROOF REMOVALS DETAILS 2
		PROJECT NO. SHEET NO.	DATE: 03/10/2023	DRAWN BY: SAS CHECKED BY: AS NOTED	



- GENERAL NOTES**
- SEE SHEET 0-002 FOR GENERAL CONSTRUCTION NOTES.
 - EXISTING ROOFTOP EQUIPMENT AND PENETRATIONS INDICATED WILL REMAIN AND BE MAINTAINED IN WORKING CONDITION DURING RE-ROOFING WORK UNLESS NOTED OTHERWISE.
 - VERIFY IN FIELD EXISTING DIMENSIONS PRIOR TO COMMENCEMENT OF WORK.
 - SATELLITE DISH TO REMAIN OPERATIONAL DURING CONSTRUCTION.

- EXISTING KEYNOTES (THIS SHEET ONLY)**
- ◇ EXISTING ROOF ACCESS.
 - ◇ EXISTING MECHANICAL EQUIPMENT.
 - ◇ EXISTING CHIMNEY.
 - ◇ EXISTING ANTENNAS.

- KEYNOTES (THIS SHEET ONLY)**
- ADHERED EPDM ROOF SYSTEM ON EXISTING METAL ROOF DECK, SEE DETAIL 1/AES20.
 - FLASHING AT ROOF DRAIN ASSEMBLY, INSTALL STRAINER AND HARDWARE, SEE DETAIL 2/AES20.
 - EPDM WALKWAY PADS.
 - MEMBRANE FLASHING AT CURB, SEE DETAIL 4/AES20.
 - MEMBRANE FLASHING AT PITCH POCKET, SEE DETAIL 7/AES20.
 - MEMBRANE FLASHING/BOOT AT VENT THROUGH ROOF PENETRATION, SEE DETAIL 8/AES20.
 - MEMBRANE FLASHING AT ELEVATOR SHAFT OVERRUN, SEE DETAIL 9/AES20.
 - MEMBRANE FLASHING AT ROOF PENETRATION, SEE DETAIL 5/AES20.
 - MEMBRANE FLASHING AT CHIMNEY, SEE DETAIL 6/AES20.
 - MANUFACTURED TWO-PIECE METAL FASCIA STOP, SEE DETAIL 3/AES20.
 - REINSTALL BIRD DECOYS.
 - MEMBRANE FLASHING AT MECHANICAL VENTILATOR, SEE DETAIL 5/AES20.
 - PATCH METAL ROOF DECK AT REMOVED MECHANICAL EQUIPMENT, COORDINATE WITH CONTRACT ADMINISTRATOR.

1 ROOF PLAN
 AE1D / SCALE: 3/16"=1'-0"
 PLAN NORTH



03 Mar, 2025 - 12:02pm
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OAK POINT ASSOCIATES 41 Maple Street, Portsmouth, NH 03801 (603) 431-0000 (603) 431-1000 www.oakpoint.com		STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION		REVISIONS DATE DESCRIPTION BY		NHP&C ROOF REPLACEMENT 11 HAZEN DRIVE CONCORD, NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES ROOF PLAN
		JOHN W. WATSON REGISTERED PROFESSIONAL ENGINEER 7 HAZEN DRIVE, BOX 463, LYNN 250 CONCORD, NEW HAMPSHIRE 03302-0463 (603) 875-0286 FAX (603) 875-2020		PROJECT NO. 2024-001 SHEET NO. 101 OF 101 DATE PLOTTED: 01/16/2025		

PAYMENT BOND

Bond Number: 67471339

KNOW ALL PERSONS BY THESE PRESENTS, That we Derry Roofing LLC
of
2 Chester Road, Ste 103, Derry, NH 03038, hereinafter
referred to as the Principal, and WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto State of New Hampshire

of _____, hereinafter
referred to as the Obligee, in the sum of Two Hundred Thirty Seven Thousand and 00/100
Dollars (\$ 237,000.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 30th day of April,
2025, for NH Fish and Game Roof Replacement Services 3021-25

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract 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.
- (b) 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.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
hereunder.

SIGNED, SEALED AND DATED this 1st day of May, 2025



Derry Roofing LLC
(Principal)

By Roseann Rudy (Seal)

WESTERN SURETY COMPANY
(Surety)

By Seth M Fragala (Seal)
Seth M Fragala Attorney-in-Fact

PERFORMANCE BOND

Bond Number: 67471339

KNOW ALL PERSONS BY THESE PRESENTS, That we Derry Roofing LLC of 2 Chester Road, Ste 103, Derry, NH 03038, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto State of New Hampshire hereinafter referred to as the Oblige, in the sum of Two Hundred Thirty Seven Thousand and 00/100 Dollars (\$237,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a contract with Oblige, dated the 30th day of April, 2025, for NH Fish and Game Roof Replacement Services 3021-25

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 1st day of May, 2025.



Derry Roofing LLC
(Principal)

By [Signature] (Seal)

WESTERN SURETY COMPANY
(Surety)

By [Signature] (Seal)
Seth M Fragaia Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67471339

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Seth M. Fragala

its true and lawful attorney(s) in fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Derry Roofing LLC

Obligee: State of New Hampshire

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s) in fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67471339 is not issued on or before midnight of October 3rd, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

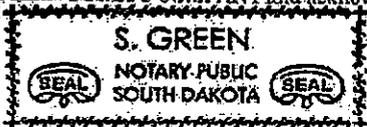
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of May, 2025.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 1st day of May, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027.

S. Green
Notary Public - South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of May, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CNA SURETY

Transaction Report & Invoice

CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Principal Information: ID:

Derry Roofing LLC
2 Chester Road, Ste 103

Derry, NH 03038

Agency Code: 28-16241

F. I. S. (Financial Insurance Services), Inc.
P. O. Box 950
Derry, NH 03038

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Transaction Effective Date: 05/01/2025

Bond/Policy #: 67471339

Written By: Western Surety Company

Description: NH Fish and Game Roof Replacement Services 3021-25

Obligee: State of New Hampshire

Effective Date: 05/01/2025
Expiration Date: 10/03/2025
Current Penalty: \$237,000.00
Renewal Method:

Gross Premium Charge: \$7,110.00
Commission Amount:
Net Amount Due: \$7,110.00

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	67471339	05/01/2025	10/03/2025	05/06/2025	\$237,000.00
PRINCIPAL	Derry Roofing LLC 2 Chester Road, Ste 103, Derry, NH 03038				
RISK STATE	NH WRITTEN BY Western Surety Company				
DESCRIPTION	NH Fish and Game Roof Replacement Services 3021-25				
OBLIGEE	State of New Hampshire				
AGENCY CODE	28-16241				
	\$7,110.00				

Your agent is: F. I. S. (Financial Insurance Services), Inc.
P. O. Box 950
Derry, NH 03038

Western Surety Company

0003001 02816241000005012025 00601006747133900 00000071100007

AGENCY APPROVAL DATA FORM

Approval Date: 04-28-25	Agency: 75 Fish & Game
Agency Contact: William Smith	
Project Title: NHF&G Roof Replacement	
Project Number: 81352R	Contract Letter: B

Base Bid Total	\$237,000.00

Add Alternate #'s: NA	Deduct Alternate #'s: NA
Alternates Total: 0.00	

TOTAL BID AMOUNT (including Alternates): \$237,000.00	
Contingency = \$50,000.00	
DPW Fees = \$8,000.00	
GRAND TOTAL FUNDING REQUIRED \$295,000.00	

INDICATE BELOW APPROPRIATION(S) FOR ALL PROJECT RELATED COSTS (SEPARATELY): CONTRACT AMOUNT (BID ITEMS), CONTINGENCY, ALTERNATES, FEES, ETC.

Example appropriation format: **030-014-15110000-034-500151** (Fund-Agency-Accounting unit- Class - Expense Account). The appropriation amount indicated is what is being used for this project, not the balance of the appropriation.

1.

Item(s): Total Bid Amount	Appropriation Amount: \$237,000.00
Appropriation Code: 30-3203-034-500162	Appropriation Title: HQ Roof Replacement
Comment:	Agency name if different than above:

2.

Item(s): Contingency	Appropriation Amount: \$50,000.00
Appropriation Code: 30-3203-034-500162	Appropriation Title: HQ Roof Replacement
Comment:	Agency name if different than above:

3.

Item(s): DPW Fees	Appropriation Amount: \$8,000.00
Appropriation Code: 30-3203-034-500162	Appropriation Title: HQ Roof Replacement
Comment:	Agency name if different than above:

AGENCY APPROVAL DATA FORM

Note: Please make note of any special instructions such as split funding between agencies here. If you are including funds from another agency, please attach an email with their approval.

If you have any questions, please contact your DPW Project Manager or Alison S Pickwick at 271-6659.

Agency Signature: Kenny LaBarto Date: 4/29/2025

Revised 4/29/2025

ESTIMATE OF PROBABLE COST



PROJECT TITLE
NH F&G Roof Replacement
 PROJECT LOCATION
**11 Hazen Drive
 Concord, NH**

CLIENT NAME
NH Dept of Public Works
 CLIENT PROJECT NUMBER
81352R Contract B

DATE
March 10, 2025
 OPA PROJECT NUMBER
22209.06

STATUS OF DESIGN
SBD Submission
 ESTIMATE VALID TO
Fall 2025

ITEM DESCRIPTION	PERCENTAGE	MATERIALS	LABOR	ESTIMATED AMOUNT
BASE BID - PROJECT COST SUMMARY				
DIVISION 01 - GENERAL REQUIREMENTS				(calculated below)
DIVISION 02 - DEMOLITION/EXISTING CONDITIONS		\$2,400	\$77,870	\$80,270
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		\$0	\$7,180	\$10,106
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		\$159,625	\$108,843	\$268,468
DIVISION 09 - FINISHES		\$350	\$250	\$600
DIVISION 10 - SPECIALTIES		\$250	\$165	\$415
DIVISION 22 - PLUMBING		\$3,450	\$2,100	\$5,550
BASE BID SUBTOTALS		\$166,075	\$196,408	\$365,409
BASE BID SUBTOTAL (from above)		\$166,075	\$196,408	\$365,409
Design Contingency	0.0%			\$0
Subtotal				\$365,409
General Conditions	12.5%			\$45,676
Subtotal				\$411,085
OH & P	20.0%			\$82,217
Subtotal				\$493,301
Bond	2.5%			\$12,333
Subtotal				\$505,634
BASE BID TOTAL:				\$505,634
BASE BID TOTAL (ROUNDED):				\$505,600
NOTES:				
1. NHDPW fees are not included.				
2. Utility Fees are not included.				
3. Escalation is not included.				

ESTIMATE OF PROBABLE COST



PROJECT TITLE
NH F&G Roof Replacement
 PROJECT LOCATION
**11 Hazen Drive
 Concord, NH**

CLIENT NAME
NH Dept of Public Works
 CLIENT PROJECT NUMBER
81352R Contract B

DATE
March 10, 2025
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22209.06

STATUS OF DESIGN
SBD Submission
 ESTIMATE VALID TO
Fall 2025

ITEM DESCRIPTION	QUANTITY		MATERIALS COST		LABOR COST		ESTIMATE	
	QTY.	UNIT	UNIT COST	MAT. TOTAL	UNIT COST	LABOR TOTAL	TOTAL UNIT COST	TOTAL
BASE BID								
DIVISION 02 - DEMOLITION/EXISTING CONDITIONS								
Remove Built-Up Roof System	9600	sf			\$2.00	\$19,200.00	\$2.00	\$19,200.00
Remove Penetration Flashing (At Vents, Piping)	4	ea			\$50.00	\$200.00	\$50.00	\$200.00
Remove Penetration Flashing (At Equipment Curb)	8	ea			\$150.00	\$1,200.00	\$150.00	\$1,200.00
Remove Roof Drain Strainer and Hardware	6	ea			\$65.00	\$390.00	\$65.00	\$390.00
Remove Metal Fascia System	430	lf			\$20.00	\$8,600.00	\$20.00	\$8,600.00
Disposal/Dumpster Fees	1	job			\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Lift/Crane Mobilization	1	job			\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Miscellaneous Demolition	1	job			\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Miscellaneous Building/Site Protection	1	job			\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Temporary Support for Equipment, Wiring	1	job			\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Temporary Protection	9600	sf	\$0.25	\$2,400.00	\$0.55	\$5,280.00	\$0.80	\$7,680.00
Remove Mechanical Equipment	1	ea			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
SUBTOTAL - Division 02:				\$2,400.00		\$77,870.00		\$80,270.00
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES								
2x Wood Built up Roof Edge Blocking	836	lf	\$3.50	\$2,926.00	\$5.00	\$4,180.00	\$8.50	\$7,106.00
Miscellaneous Blocking	1	job			\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SUBTOTAL - Division 06:						\$7,180.00		\$10,106.00
DIVISION 07 - THERMAL AND MOISTURE PROTECTION								
Built-Up EPDM Roof, Complete System	9600	unit	\$15.00	\$144,000.00	\$10.00	\$96,000.00	\$25.00	\$240,000.00
Walkway Pads	475	sf	\$5.00	\$2,375.00	\$1.50	\$712.50	\$6.50	\$3,087.50
Penetration Flashing (At Vents, Piping)	4	ea	\$50.00	\$200.00	\$45.00	\$180.00	\$95.00	\$380.00
Penetration Flashing (At Equipment Curbs)	8	ea	\$250.00	\$2,000.00	\$135.00	\$1,080.00	\$385.00	\$3,080.00
Membrane Flashing at Roof Drains	6	ea	\$50.00	\$300.00	\$45.00	\$270.00	\$95.00	\$570.00
2 Piece Metal Fascia System	430	lf	\$25.00	\$10,750.00	\$20.00	\$8,600.00	\$45.00	\$19,350.00
Miscellaneous Flashing	1	job			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Joint Sealants	1	job			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
SUBTOTAL - Division 07:				\$159,625.00		\$108,842.50		\$268,467.50

ESTIMATE OF PROBABLE COST



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NH F&G Roof Replacement
 PROJECT LOCATION
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 Concord, NH**

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Fall 2025

ITEM DESCRIPTION	QUANTITY		MATERIALS COST		LABOR COST		ESTIMATE	
	QTY.	UNIT	UNIT COST	MAT. TOTAL	UNIT COST	LABOR TOTAL	TOTAL UNIT COST	TOTAL
DIVISION 09 - FINISHES								
Miscellaneous Painting and Refinishing	1	job	\$350.00	\$350.00	\$250.00	\$250.00	\$600.00	\$600.00
SUBTOTAL - Division 09:				\$350.00		\$250.00		\$600.00
DIVISION 10 - SPECIALTIES								
Roof Identification Signs	1	ea	\$250.00	\$250.00	\$165.00	\$165.00	\$415.00	\$415.00
SUBTOTAL - Division 10:				\$250.00		\$165.00		\$415.00
DIVISION 22 - PLUMBING								
Roof Drain Strainer & hardware	6	ea	\$575.00	\$3,450.00	\$350.00	\$2,100.00	\$925.00	\$5,550.00
SUBTOTAL - Division 22:				\$3,450.00		\$2,100.00		\$5,550.00
BASE BID SUBTOTAL				\$166,075.00		\$196,407.50		\$365,408.50

State of New Hampshire

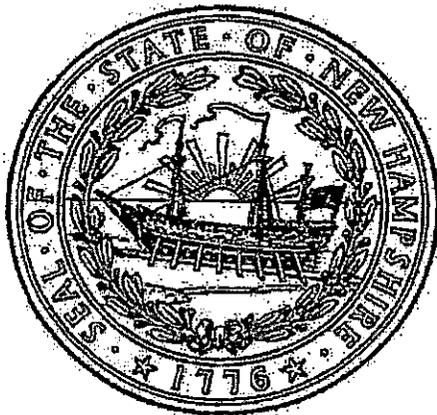
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DERRY ROOFING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 04, 2009. 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: 614792

Certificate Number: 0007166793



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed mark.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Doran Rudy, hereby certify that I am a Partner, Member or Manager
(Name)
of Derry Roofing LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

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

DATED: 6/2/25

ATTEST:

Doran Rudy
(Name & Title)

Owner

