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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

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 23, 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 Capitol Fire Protection Co., Inc. (VC#154428), Loudon, NH, in an amount up to and not to exceed $143,845.00 for dry system fire protection design and build services at the New Hampshire Fish & Game building at 225 Main Street, Durham, NH, with the option to extend for an additional three months, effective upon Governor and Executive Council approval, through September 26, 2025. **Funding is 100% Capital Funds.**

2) Further authorize that a contingency in the amount of $10,000.00 be approved for unanticipated site expenses. **Funding is 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. **Funding is 100% Capital Funds.**

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

	FY 2026
03-75-75-750030-12800000 – 19-146:1VIIA - Build Security	
034-500162 - Capital Funds - Building Security & Improvement	$143,845.00*
034-500162 - Contingency	$ 10,000.00
034-500162 - DPW Fees	$ 8,000.00
Project Total	$161,845.00

*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) 3032-25 on April 17, 2025, for Dry System Fire Protection Design and Build Services at the NH F&G building located at 225 Main Street, Durham, NH, with responses due on May 2, 2025. This bid reached one-hundred-thirty-eight (138) vendors through the NIGP

registry with an additional five (5) directly sourced. Capitol Fire Protection Co., Inc. provided the only bid response for the NH F&G building in Durham, NH.

It is important to note that this project has undergone several scope changes and has been bid twice before, with each time having only one respondent. Based on the aforementioned scope changes, DPW provided a revised final estimate prior to bidding and the agency has increased their budget in order to complete the project in a timely manner. Including all allowances and fees, the project has exceeded the DPW estimate by $26,897.00.

Upon approval this contract shall facilitate the required removal of the current system and installation of a new fire protection system at the NH F&G building in Durham, NH. The full scope of this project represents a requested price limitation up to and not to exceed $143,845.00 and includes a project allowance amount of $15,000.00 for any unforeseen issues. Capitol Fire Protection Co., Inc. has submitted all required and certified payment and performance bond paperwork. The payment and performance bond is certified at $143,845.00 or 100% of the project cost. The total cost, including DPW fees and a project contingency, is $161,845.00. The DPW estimate for the project is $124,948.00 and includes the project allowance and all applicable fees. When compared against the DPW estimate this represents a cost overage to the State of $26,897.00, or 21.52%.

Contract financials	
Vendor base bid	$128,845.00
Vendor project allowance	$15,000.00
Requested project price limitation	$143,845.00
Project contingency	$10,000.00
Total project fees	$8,000.00
Project total (vendor bid, allowance, and all fees)	$161,845.00
DPW estimate cost	$124,948.00
Cost overage	$26,897.00

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract with Capitol Fire Protection Co., Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Dry System Fire Protection Design and Build	Agency	DNCR
RFB#	3032-25	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	5/2/2025 at 10:00AM EST

Indicates Award:

Qty.	UOM	Product Description	Capitol Fire Protection Co., Inc.	DPW Estimate
1	EA	Dry System Fire Protection Design and Build Vendor Base Bid Total	$128,845.00	$124,948.00
1	EA	Project Allowance	$15,000.00	
		Project Base Bid Total	$143,845.00	
1	EA	Dry System Fire Protection Design and Build Vendor Alternate Bid Total	$29,655.00	
1	EA	Project Allowance	$15,000.00	
		Project Alternate Bid Total	$44,655.00	

Recommendation Summary	
Price Limitation	
Number of Solicitations Received	1
Number of Sourced bidders	5
Number of NIGP Vendors Sourced	138
Number of non-responsive bidders	142
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes: This contract represents the States election to proceed with the base bid which is $26,897 over the established Division of Public Works(DPW) estimate prior to the inclusion of an appropriate project contingency of $10,000.	

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 Capitol Fire Protection Co., Inc.		1.4 Contractor Address 141 North Village Road Loudon, NH 03307	
1.5 Contractor Phone Number 603-783-4713	1.6 Account Unit and Class 30-075-12800000-034-500162	1.7 Completion Date September 26, 2025	1.8 Price Limitation $143,845.00
1.9 Contracting Officer for State Agency Ryan Fuller		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 6/18/25		1.12 Name and Title of Contractor Signatory Matthew S. Rattee, Owner	
1.13 State Agency Signature Date: 7/23/25		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: Christen Lavers		On: 8/7/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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.

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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.

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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.

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Capitol Fire Protection Co., Inc. (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 Dry System Fire Protection Design and Build Services at the New Hampshire Fish & Game Durham Office in accordance with the bid submission in response to State Request for Bid #3032-25 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 Division of Public Works (DPW) and shall continue thereafter until the DPW provides documentation of successful completion. The term of the contract shall be through September 26, 2025, a period of approximately two (2) 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 dry system fire protection design and build services at the New Hampshire Fish & Game Office in Durham, NH. This includes, but is not limited to, removal of the current and design and installation of a new fire protection system, 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, etc., the installation of the materials and equipment and the performance of all operations necessary to perform dry system fire protection design and build services at:

   New Hampshire Fish & Game

   225 Main Street

   Durham, NH 03824

   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, design of, and installation of a new fire protection system as indicated, and any costs involved with any other special controls for

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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 design and install new fire protection 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

4.3.2. 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

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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 fire protection system services, strictly pursuant to, and in conformity with, the specifications described in State RFB 3032-25, as described herein, and under the terms of this Contract.

6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

6.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

6.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

6.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

Contractor Initials MSR

Date 6/18/25

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.

Contractor Initials WSR

Date 6/18/25

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

9.1. The Contractor hereby agrees to provide dry system fire protection design and build 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 $143,845.00; 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 dry system fire protection design and build services under a fixed-fee, percentage-based payment arrangement as defined herein.

10. PRICING STRUCTURE:

10.1. Project pricing structure is as follows:

CONTRACT 8003700 NH FISH & GAME DRY SYSTEM FIRE PROTECTION DESIGN AND BUILD SERVICES	
NH FISH & GAME DURHAM OFFICE VENDOR BASE BID	$128,845.00
PROJECT ALLOWANCE	$15,000.00

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.

Contractor Initials MSR

Date 6/18/25

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.

Contractor Initials MSR

Date 6/18/25

DOCUMENT 00708

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

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

PART 1 DEFINITIONS

A. **Addendum.** Written and/or graphic information issued before opening *Proposals* that modifies or interprets the *Bidding Documents* by additions, deletions, clarifications or corrections.

B. **Advertisement.** A public announcement in the form of an *Invitation to Bid*, inviting *Bids* for *Work* to be performed and/or *Materials* to be furnished.

C. **Alteration Order.** A written agreement between the *Contractor* and the *Department* that amends the *Contract* and identifies *Work* that affects either the *Contract Sum, Completion Date*, *Credit*, or any combination thereof.

D. **Alternate.** A proposed change in the *Work* described in the *Contract Documents* providing the *State* with an option to select between alternative materials, products or systems, or to add or delete portions of *Work*.

E. **Architect.** As defined in RSA 310-A:28, a person who, by reason of having acquired through professional education and practical experience an advanced training in building construction and architectural design and an extensive knowledge of building standards created to safeguard the public from hazards such as fire, panic, structural failure, and unsanitary conditions, is technically and legally qualified to practice architecture and who is licensed by the State of New Hampshire Board of Licensure for Architects to engage in the practice of architecture. The Architect has no contractual agreement with the *Contractor* and therefore shall not directly interact with the *Contractor*.

F. **Award.** The acceptance of a *Bid* prior to execution of *Contract*.

G. **Bid.** A complete and properly signed *Proposal*, submitted in accordance with the *Bidding Requirements*, to perform the *Work* for the amount or amounts stipulated therein.

H. **Bid Bond.** A form of a *Proposal Guaranty* executed by the *Bidder* and a *Surety* to guarantee that the *Bidder* will enter into a *Contract* within a specified time.

I. **Bid Opening Officer.** An authorized representative of the Department, who is responsible for opening and reading of *Bids*.

J. **Bidder.** A *Corporation*, *Partnership*, or *Proprietorship* submitting a *Proposal*, subsequent to meeting the Department's *Bidding Requirements*.

K. **Bidding Documents.** Collectively, the *Invitation to Bid, Bidding Requirements, Specifications*, *Drawings*, and *Addendum*.

L. **Bidding Requirements.** The documents that contain information regarding bidding procedures with which a *Bidder* must conform and a *Proposal* that a *Bidder* shall use to submit a *Bid*.

M. **Builders Risk Insurance.** A specialized form of property insurance that provides coverage for loss or damage during the course of construction.

N. **Calendar Day.** A day shown on the calendar.

O. **Certificate of Occupancy.** A document issued by the Office of the State Fire Marshal or its authorized representative certifying that all of, or a designated portion of a building, is approved for its designated use.

P. **Certificate of Full or Partial Substantial Completion.** A document prepared by the *Department* when the *Project* reaches *Substantial Completion and only* issued after review and acceptance of the *Contractor's Request for Certificate of Full or Partial Substantial Completion.*

Q. **Change Order.** A written agreement between the *Contractor* and the *Department* that identifies *Work* to be completed as part of an Allowance Item. Any change that affects either the *Contract Sum*, Contract Time or *Credit* shall be processed as an *Alteration Order*.

R. **Clerk of the Works.** An authorized representative identified by the *Department*, responsible for observing construction on the State's behalf for conformance with the *Contract Documents*.

S. **Commercial General Liability Insurance.** A broad form of liability insurance covering claims for bodily injury and property damage which combines under one policy coverage for business liability exposures, except those specifically excluded.

T. **Commissioner.** The Commissioner of the State of New Hampshire Department of Administrative Services.

U. **Completion Date.** The last day of the time allotted or the specific date established as identified in the *Contract Documents* for *Substantial Completion* of the *Work*, including any authorized extensions.

V. **Consultant.** The *Architect*, *Engineer*, and/or professional engaged to develop/provide *Drawings, Specifications* and/or other services for the *Project*. The Consultant has no contractual agreement with the *Contractor* and therefore all interaction between any Consultant and the *Contractor* shall be done thru the *Contract Administrator*.

W. **Contract.** The written agreement between the *Department* and the *Contractor* setting forth the obligations of the parties as outlined in the *Contract Documents*.

X. **Contract Administrator.** The *Department's* Division of Public Works Project Manager or other appointed representative having specific authority per RSA 228:5 to act on the *Department's* behalf and shall be responsible for general supervision, control, and direction over all matters pertaining to design, construction, maintenance standards, preservation, and administration of the *Contract*.

Y. **Contract Bond.** The approved form of security in compliance with RSA 447:16 executed by the *Contractor* and their *Surety* or Sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the construction of the *Project*.

Z. **Contract Documents.** Collectively, the *Invitation To Bid*, *Bidding Requirements*, *Contract Bond*, *Specifications*, *Drawings*, *Addendum*, and other documents included in the *Contract*, and modifications, clarifications, authorized *Alteration Orders* and *Change Orders* issued after the execution of the *Contract*, to complete the *Project*. All documents shall be written in English.

AA. **Contract Sum.** The amount stated in the *Contract*. This sum shall be derived from the *Lump Sum Base Bid*, *Lump Sum Grand Total*, or *Negotiated Price*; modified to reflect the acceptance of any *Alternates*. The *Notice to Proceed* shall state the amount that the *State* is obligated to pay the *Contractor*.

BB. **Contractor.** The *Corporation*, *Partnership*, or *Proprietorship*, or any combination thereof, contracting with the State for performance of prescribed work.

CC. **Contractor's Request for Certificate of Full or Partial Substantial Completion.** A document prepared by the *Contractor* when the *Project* reaches *Substantial Completion*.

DD. **Contractual Liability.** Liability assumed by the *Contractor* under a *Contract*.

EE. **Corporation.** A legal entity organized under the laws of a particular jurisdiction who is legally authorized to do business in the State.

FF. **Credit.** Any Change that results in a reduction in the *Contract Sum* or *Lump Sum Grand Total* Items. All credits shall be processed by an *Alteration Order* and may include modifications to *Lump Sum Grand Total* Items.

GG. **Day.** Unless designated as a *Working Day*, or unless otherwise indicated, this term will mean a *Calendar Day*.

HH. **Department.** The State of New Hampshire Department of Administrative Services.

II. **Drawings (Plans).** The graphic and pictorial documents or reproductions thereof, which show the location, character, dimensions, and details of the prescribed work.

JJ. **Final Completion.** Term denoting that the *Work* has been completed in accordance with the terms and conditions of the *Contract Documents* and all *Punch List* items have been completed.

KK. **Final Payment.** Payment made by the *State* to the *Contractor*, upon *Final Completion*.

LL. **General Conditions.** The part of the *Contract Documents* establishing the rights, responsibilities and relationships of the parties.

MM. **Hazardous Material.** Shall include any material regulated by federal or state law and shall include but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive material, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances.

NN. **Indemnification.** A contractual obligation by which one person or entity agrees to reimburse others for loss or damage arising from specified liabilities.

OO. **Invitation to Bid.** A portion of the *Bidding Documents*; the *Advertisement* for *Proposals* for *Work* or *Materials* on which *Bids* are requested. The *Advertisement* will indicate the time and place of the opening of *Proposals*, the type and location of *Work* to be performed, the character and quantity of the *Material* to be furnished and provide information on how to obtain *Drawings*, *Specifications* and *Proposal*.

PP. **Liability Insurance.** A contract under which an insurance company agrees to protect a person or entity against claims arising from a real or alleged failure to fulfill an obligation or duty to a third party who is a named or an incidental beneficiary.

QQ. **Lump Sum Base Bid.** One type of *Proposal* where the *Bid* is established by a single item price to perform all *Work* excluding any *Alternates* that may or may not become part of the *Contract*.

RR. **Lump Sum Grand Total.** One type of *Proposal* where the *Bid* is established as a total of various items to perform all *Work* excluding any *Alternates* that may or may not become part of the *Contract*.

SS. **Low Bid.** The *Bid* stating the lowest price proposed for performance of the *Work*, conforming to the *Bidding Documents*.

TT. **Lowest Responsible Bidder.** The *Bidder* who submits the lowest bona fide *Bid* and is considered by the Department to be fully responsible and qualified to perform the *Work* for which the *Bid* is submitted.

UU. **Material(s).** Any substance and/or product specified for use in the construction of the *Project* and its appurtenances.

VV. **Negotiated Price.** A *Proposal* modified by the *Lowest Responsible Bidder* thru communication with the Department and *Using Agency*(ies) in which changes are made to the *Proposal* and/or *Completion Date* as required to meet budget, funding or scheduling requirements.

WW. **Notice to Proceed.** A written notice to the *Contractor* to proceed with a portion of or all of the Contract Work; including the beginning of *Contract* time when applicable. The Notice to Proceed shall act as the final step in awarding the *Contract* or portion thereof.

XX. **Occurrence Policy.** An insurance policy that covers acts or omissions occurring during the policy term, regardless of when a claim against the insured is first asserted, even if the policy is no longer in existence.

YY. **Owner's Protective Liability Coverage.** Third-party legal liability insurance coverage protecting the *State* from claims arising from the construction process.

ZZ. **Partnership.** An association of two or more persons or entities to conduct a business that shares profits and losses at a certain proportion.

AAA. **Professional Engineer.** Referred to as Engineer. As defined in RSA 310-A:2, a person who by reason of advanced knowledge of mathematics and the physical sciences, acquired by professional education and practical experience, is technically and legally qualified to practice engineering, and who is licensed by or otherwise authorized by State of New Hampshire Professional Engineers Board to engage in the practice of engineering. The Engineer has no contractual agreement with the *Contractor* and therefore shall not directly interact with the *Contractor.*

BBB. **Project.** The total construction of the *Work* to be performed.

CCC. **Proposal.** A *Bidder's* offer, on *Department* prescribed forms, to perform stated work at the quoted price(s).

DDD. **Proposal Guaranty.** The security furnished with a *Proposal*, which shall be a *Bid Bond*, provides that the *Bidder* if awarded the *Contract* will execute such *Contract* in accordance with the requirements of the *Bidding Documents*.

EEE. **Proprietorship (Individual).** A form of business organization that is owned entirely by one person.

FFF. **Provide.** To furnish and install a product, materials, systems, and/or equipment, complete in place, fully tested and approved.

GGG. **Punch List.** A written document attached to the *Certificate of Substantial Completion* listing items to be completed or corrected prior to the *State*'s approval of *Final Payment.*

HHH. **Specifications.** The volume that is part of the *Contract Documents* which contain the *General Conditions*, *Supplementary General Conditions*, *Invitation to Bid*, and individual sections that consist of written requirements for material, equipment, construction systems, standards and workmanship, and other documents or reports as applicable.

III. **State.** The State of New Hampshire.

JJJ. **Subcontractor.** A *Corporation*, *Partnership*, *Proprietorship,* Joint Venture or any combination thereof, to whom the *Contractor* sublets any part of the *Contract*.

KKK. **Substantial Completion.** As determined by an inspection by the *Department* that the work or portion thereof is substantially complete, in accordance with the *Contract Documents*, such that the *State* may occupy or utilize the *Work* for its intended use without disruption or interference by the *Contractor* in completing or correcting any remaining unfinished or unacceptable *Work*.

LLL. **Substitution.** A *Material*, product or item of equipment in place of that specified.

MMM. **Superintendent.** The *Contractor's* authorized representative responsible for field supervision, coordination, and completion of the *Work*.

NNN. **Supplementary General Conditions.** A part of the *Contract Documents* which supplements and may also modify, change, add to or delete from provisions of the *General Conditions*.

OOO. **Surety.** A *Corporation*, *Partnership*, or *Proprietorship* other than the *Contractor*, executing a bond furnished by the *Contractor*.

PPP. **Umbrella Liability Insurance.** Insurance providing coverage in an amount above existing liability policies.

QQQ. **Unit Price.** An amount stated in a *Lump Sum Grand Total Bid* as a price per unit for an item or portion of the contract or for specific materials and/or services described in the *Contract Documents*.

RRR. **Using Agency.** The executive department, commission, independent establishment, public corporation which is an instrumentality of a state board, bureau, division, institution, service, office, officer, authority, administration or other establishment in the executive branch of the government, who are responsible for the facility and/or will occupy the facility after and/or during the Work. The Using Agency(ies) has/have no contractual agreement with the *Contractor* and therefore shall not direct the *Contractor* in any way.

SSS. **Work.** The construction and services required by the *Contract Documents* to furnish all labor, materials, equipment, and incidentals necessary to complete the duties, obligations, and requirements imposed by the *Contract*.

TTT. **Workers' Compensation Insurance.** Insurance covering the liability of an employer to employees for compensation and other benefits required by workers' compensation laws with respect to injury, sickness, disease or death arising from their employment.

UUU. **Working Day.** Any calendar day, except Saturdays, Sundays, and Contract designated legal holidays.

PART 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the Invitation to Bid, Contract Agreement, General Conditions, Supplementary General Conditions, Drawings and Specifications, including all Addenda issued prior to execution of the Contract, wage scales where applicable, Bonds where required, insurance certificates, other documents listed in the Agreement and Modifications issued after the execution of the Contract, Change Orders and Alteration Orders issued in accordance with Part 12 of the General Conditions.

A. Hierarchy of the Contract Documents shall be interpreted according to the following classes:

1. Department approved modifications to the Contract Documents after execution of the Contract.
2. Addenda.
3. Supplemental General Conditions.
4. General Conditions.
5. Division 1 – General Requirements.
6. Remaining Specifications.
7. Larger Scale Drawings & Details.
8. Remaining Drawings.

2.2 A fully executed Contract shall not be in effect until approved by the Governor and Council and an issuance of the Notice to Proceed by the Division.

2.3 This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Contract shall be construed according to the laws of the State. No portion of this Contract shall be understood to waive the sovereign immunity of the State. This Contract shall not be amended, except as specified in Parts 13 and 20.

2.4 The Contract Documents are complementary and anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required by all.

2.5 Should the Contract Documents contain inconsistencies within a class identified in Item 2.1A, the Contractor shall provide the better quality or greater quantity of work and/or materials. The Contractor shall identify any perceived discrepancies to the Contract Administrator prior to proceeding.

2.6 The Contractors and all Subcontractors shall refer to all of the Contract Documents, including those not specifically showing the work of their specialized trades, and shall perform all work reasonably inferable from them as being necessary to produce the intended results in compliance with applicable Federal, State, and Local codes.

2.7 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the work, except where a contrary result is clearly indicated by the Contract Documents.

2.8 Where codes, standards, requirements, and publications of public and private bodies are referred to in the Contract Documents, such references shall be understood to be to the latest final and complete revision at the time of receiving Bids unless specifically identified, except where otherwise indicated.

2.9 Where no explicit quality or standards for materials or workmanship is established for work, such work is to be consistent with the best quality workmanship standards of the applicable trade.

2.10 All manufactured articles, materials, and equipment shall be applied, assembled, installed, connected, erected, tested, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless specifically indicated otherwise in the Contract Documents.

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

2.12 All Drawings and Specifications and copies thereof are the property of the State and shall not be used by the Contractor or Subcontractor on other Projects.

PART 3 NOTICE

3.1 Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, partnership or corporation constituting the other party to the Contract, or to his/her, their, or its duly authorized agent, representative, or officer, or when sent by registered mail to such last known business address. The last known business address shall be that location which is last provided in writing.

3.2 The parties shall provide their physical location/address, mailing address, telephone number, fax number, and, where available, pager number(s), email address(es), and other methods of contact for all persons associated with the Contract.

PART 4 ACCESS TO THE WORK

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

PART 5 ACCIDENT PROTECTION

5.1 It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the Contractor, any Subcontractors, or Independent Contractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to the laborer's health or safety as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health Regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations, as may be revised from time to time. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

PART 6 HAZARDOUS MATERIALS

6.1 The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations, either within project limits or at material sites off the project. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

6.2 If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the area and the Contract Administrator notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the Department has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

6.3 Exposure to hazardous materials may result from contact with, but not necessarily limited to, such items as drums, barrels, and other containers, waste such as cars, batteries, and building construction debris. Containers leaking unknown chemicals or liquids, abandoned cars leaking petroleum products, batteries leaking acid, construction debris which may include asbestos, or any other source of suspected hazardous material found within excavation areas or stockpiled on land within construction limits shall be referred to the Department of Environmental Services and Contract Administrator so that a proper identification of the materials may be made and disposal procedures initiated as required.

6.4 Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required to dispose of these materials and any remedial work shall be performed under a Supplemental Agreement or Contract item, if included in the Contract.

PART 7 SUBCONTRACTS

7.1 Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the State. The Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

7.2 The Contractor shall be as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

7.3 The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required to complete the work.

7.4 The Commissioner will not undertake efforts to settle or resolve any differences between the Contractor and Subcontractors or between Subcontractors.

7.5 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power to terminate any subcontract that the Commissioner may exercise over the Contractor under any provisions of the Contract Documents.

PART 8 RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

8.1 In case of any emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act as the situation may warrant. He/she shall notify the Contract Administrator thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Contract Administrator and the amount of compensation shall be determined by agreement.

8.2 In the event the Department learns of an emergency that threatens loss or injury of property, and/or safety of life, the Department shall notify the Contractor using the contact information provided pursuant to PART 3 herein. The Department may, but shall have no duty to take reasonable steps to mitigate the damage or loss to the Contractor. In either event, the Department shall have no duty to undertake any specific acts and shall have no liability for actions or inactions taken absent gross negligence.

PART 9 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

PART 10 PAYMENTS TO CONTRACTOR

10.1 The State will process payments to the Contractor each month on the basis of duly certified and approved estimates of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration. Payments will only be approved in an amount no greater than the percentage of project completion, as determined by the Contract Administrator.

10.2 At least ten (10) days before the end of the billing period, the Contractor shall submit to the Contract Administrator, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Commissioner may require. If payment is to be made for materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon inspection and/or observation by the Department and submission by the Contractor of bills of sale or such other procedure satisfactory to the Commissioner to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site.

10.3 Immediately upon receipt of the Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors have clear access.

10.4 Retainage:

A. Contract Payment Withheld: A 5% retainage shall be withheld from each Progress Payment until issuance of a Certificate of Substantial Completion.. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.

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

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

10.5 Retainage will be released at Final Payment.

A. After the Certificate of Substantial Completion has been issued, upon written application by the Contractor and with the approval of the Surety, the Commissioner may release a portion of the retained amount.

10.6 Payment for Material On Hand:

A. Partial payments are made for materials to be incorporated in the Work, provided the materials meet the requirements of the Contract and are delivered on, or in the vicinity of, the Project site and stored in acceptable places. Partial payments will not exceed 90 percent of the Contract unit price for the item or the amount supported by copies of paid invoices, freight bills, or other supporting documents required by the Department. The quantity paid will not exceed the corresponding quantity estimate in the Contract. No partial payment will be made on living or perishable materials until incorporated in the Work.

B. When material payments exceed $100,000 or 10 percent (10%) of the total contract amount, whichever is less, notarized copies of paid invoices or copies of canceled checks for all such materials must be submitted to the Contract Administrator within 45 days of the end date of the estimate on which the material allowance was paid. Failure to provide such documentation will result in the deduction of such material allowance from future estimates until documentation is provided.

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

10.7 Payment for Material Not on Hand:

A. Upon receipt of a written request by the Contractor, partial payment may be made for acceptable, fully-fabricated, nonperishable materials not delivered that are unique to the Project provided the materials meet the requirements of the Contract and are stored in excess of 30 days at locations approved by the Department, and provided all required certificates of compliance, mill test reports, shop inspector's acceptance and any other required materials certification have been furnished. Materials shall be identifiable and accessible for inspection. Storage areas shall provide adequate protection so that such materials will meet the Contract requirements upon delivery to the site.

B. Partial payment will be based on the actual cost to the Contractor as indicated on invoices furnished to the Contract Administrator. When material payments exceed $100,000 or 10 percent of the total contract amount, whichever is less, notarized copies of paid invoices or copies of canceled checks for all such materials must be submitted to the Contract Administrator within 45 days of the end date of the estimate on which the material allowance was paid. Failure to provide such documentation will result in the deduction of such material allowance from future estimates until documentation is provided. Payment shall not exceed 90 percent of the bid price. NO payment will be made on materials for any item in the contract whose total dollar value is less than $5,000. Approval of partial payment will not constitute final acceptance of the materials for use in completing items of work.

10.8 Release of Claims:

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

10.9 Final Payment:

A. Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, amended by approved alteration orders, less previous payments minus liquidated damages, additional penalties or holdbacks. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

10.10 Acceptance of Final Payment Constitutes Release:

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

PART 11 CONTRACTOR'S TITLE TO MATERIALS

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

PART 12 CHANGES IN WORK

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

12.2 The Commissioner or his/her designee may, at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and Completion Date of the Contract and within the general scope thereof.

12.3 If any part of the work as installed be at variance with the Contract requirements, the Department may allow all or any part of such work to remain in place, if found to be in the best interest of the State, subject to proper adjustment in the Contract Price. Acceptance of installed work in one instance or in any instance does not constitute a waiver of Specifications, General Conditions or contract requirements.

PART 13 PATENTS

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

PART 14 ASSIGNMENTS

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

PART 15 SUPERINTENDENCE BY CONTRACTOR

15.1 The Contractor shall have on the project site, at all times when work is being performed, a competent English speaking Superintendent capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, satisfactory to the Department. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.

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

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

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

PART 16 FAILURE TO COMPLETE WORK ON TIME

16.1 If the Contractor fails to complete all of the work or sections of the Project, if sections are indicated, within the time specified in the Contract or within any additional time allowed, for each working day the Liquidated Damages identified in 16.3 will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidated damages for inconvenience to the State and for reimbursing the Department and Using Agency the cost of the Administration of the Contract, including personnel, time, engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and its Surety shall be liable to the State for such deficiency.

16.2 If the Division of Public Works Design & Construction permits the Contractor to continue and finish the work after the time fixed for its completion, it shall in no way operate as a waiver on the part of the State of any of its rights under the Contract. When the final acceptance has been duly made by the Department, any liquidated damage charges shall end.

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

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

PART 17 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

17.1 The Contractor shall provide a signed Substantial Completion Application to the Contract Administrator when the work is believed to be substantially complete, in accordance with specification section 01700, accompanied by a list of items, referred to as the Punch List, to be completed or corrected. The failure to include any items of such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Department who determines that the work is substantially complete, a Certificate of Substantial Completion will be issued.

A. The Certificate of Substantial Completion shall:
   1. Include any modifications to the Punch List or value as determined by the Department.
   2. Establish the Date of Substantial Completion.
      a. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.
   3. Identify the responsibilities of the State and the Contractor for security, maintenance, heat, utilities, and damage to the work and insurance.
   4. Fix the time limit within which the Contractor shall complete the items listed herein.

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

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

17.3 If the Contractor fails to complete the items on the "punch list," by the date specified on the Substantial Completion Certificate, then in addition to the corrective measures listed in the Certificate of Substantial Completion, the State may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies so used. The Surety may be notified of any delay or failure to complete the work.

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

PART 18 DEFAULT AND TERMINATION OF CONTRACT

18.1 If the Contractor:

A. Fails to begin work under Contract within the time identified in specification section 01100.

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

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

D. Discontinues the prosecution of the work, or

E. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or

F. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency, or

G. Makes an assignment for the benefit of creditors, or

H. For any other causes whatsoever, fails to carry on the work in an acceptable manner.

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

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

1. All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

PART 19 TERMINATION OF CONTRACT WITHOUT FAULT

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

19.2 Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal Funds, and in no event shall the Department be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditures of State funds by the Advisory Budget Control Committee, the Commissioner may, by written notice to the Contractor and Surety, immediately terminate this Contract in whole or in part in accordance with the following conditions:

A. When a Contract, or portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual items of work completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts:
   1. A percentage of the Contract unit price, which percentage shall be the percentage of completion of the particular item at time of termination.
   2. Such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

B. Reimbursement for organization of the work and mobilization, when not otherwise included in the Contract, shall be made where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract; the intent being that an equitable settlement be made with the Contractor.

C. Acceptable materials, obtained or ordered by the Contractor for the work, and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Contractor shall do everything possible to cancel unfilled orders.

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

PART 20 ASSIGNMENT PROVISION

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

END OF SECTION

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. Work sequence.

D. State occupancy.

E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Design/Build Sprinkler System: All work shall be approved and permitted by the Fire Marshal's Office before construction. Submit P.E. stamped plans and specs to the Contract Administrator. After review by the Contract Administrator, the Contractor shall submit P.E. stamped plans and specifications to the Fire Marshal's Office for permit and approval. Contractor shall comply with Fire Marshal's comments of P.E. stamped plans and specifications.

a. The existing fire protection system is to be replaced in its entirety complete with exception to the existing compressor:
   1) Base Bid: All new system with existing compressor reused.
   2) Alternate Bid: Remove existing compressor and provide nitrogen generator.

b. The entire existing fire protection system is dry with dedicated compressed air. Dry heads are used in the heated occupied spaces of the building, as well at the attic/interstitial spaces. All existing piping is run within the attic/ interstitial spaces. All new piping is to be run in these same spaces.

c. Include performing a flow test in accordance with applicable codes, State Fire Marshal's Office and the Local Water Department.

d. The existing square footage of building is approximately 7,500 square feet. This does not include the attic.

e. See Appendices for floor plans, fire protection system plans, attic access hatch locations, and photographs. Note that the plans are not available in CAD form.

f. Install cages where cages are provided in the existing system.

g. If existing furniture must be moved to facilitate the work, coordinate with the State and the State will remove furniture.

h. The existing attic and interstitial space above the Conference and Reception areas (see Floor Plans in Appendices) area accessed via 3 existing access hatches (see Appendices for locations). Include, if required, enlarging and/or providing new access points as the work of this contract may require, including any confined space access requirements that may be required.

i. Include any/all cutting, coring, patching, painting and/or finishing of existing surfaces as may be required by the work to match existing. This includes but is not limited to:
   1) New sprinkler head locations
   2) Abandoned existing head locations
   3) Enlarging/new existing attic/interstitial space access points
   4) Damage as a result of the work

j. Painting:
   1) Paint new piping at exposed to view areas (currently at garage bay & garage mezzanine areas only)
   2) Paint disturbed wall/ceiling areas (as a result of new/relocated head locations, coring, patching etc – see Part i above)
      a) Paint any walls/ceilings "corner-to-corner"

k. Coordinate all system shutdowns with State Fire Marshal's Office, fire alarm company and local fire department.

l. Assume the following:
   1) The fire alarm system shall be active and maintained during all periods which the sprinkler system is inactive. Daily shutdown of fire alarm system as may be required for the work shall be coordinated.
   2) The sprinkler system shall be inactive during construction.

m. Submit and pay for any/all permits as may be required for the scope of work.

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

   2. A visit to Project site has been arranged for Bidders at 9am Thursday September 26, 2024

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

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

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. State occupancy.

2. Use of site and premises by the public (limited to parking area, main entrance and reception area)

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

C. Time Restrictions for Performing Interior 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.

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

1.4 WORK SEQUENCE

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

1.5 STATE OCCUPANCY

A. The State will occupy the premises during the entire period of construction for the conduct of normal operations.

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

C. Schedule the Work to accommodate State occupancy.

1.6 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. Schedule of values.

B. Requisition for payment.

C. Change procedures.

D. Defect assessment.

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

1.3 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 – NHDOTAS-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.

1.4 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. Twwenty 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.

~~b.~~d. Ten percent (10%) on that part of work performed by Subcontractors.

~~c.~~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.

1.5 DEFECT ASSESSMENT

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

B. If, in the opinion of the Contract Administrator, it is not practical to remove and replace the Work, the Contract Administrator will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.

D. Defective Work will be repaired to instructions of and acceptance by the Contract Administrator, and unit sum/price will be adjusted to new sum/price at discretion of the Contract Administrator.

E. Authority of the Contract Administrator to assess defects and identify payment adjustments, is final.

F. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Permits and fees.

C. State Labor Requirements

D. Preconstruction meeting.

E. Progress meetings.

F. Pre-installation meetings.

G. Cutting and patching.

H. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements [, with provisions for accommodating items installed later].

B. Comply with the "Underground Utility Damage Prevention System" per NH RSA 374 Sections 48 through 56 by notification to DIG-SAFE SYSTEM, Inc., of intent to excavate within 100 feet of an underground utility. Contact DIG-SAFE at 1-888-334-7233 (1-888-DIG-SAFE) or on-line at http://www.digsafe.com at least seventy-two (72) hours in advance of starting any excavation. Saturday, Sundays, and legal holidays are not included in the computation of the required seventy-two (72) hour notice.

C. Maintain proper environmental conditions for installation of all building components and materials. This shall include but not be limited to manufacturers recommended temperature and humidity requirements. Maintain a weather tight building envelope and protect new work from any kind of spillage.

D. Prior to the start of any Work, provide an independent company to locate utilities potentially affected by the Work and as shown and/or identified in the Contract Documents. All utilities shall be identified by the Contractor on the Record Drawings.

E. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

F. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

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

I. After State occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of State's activities.

1.3 PERMITS AND FEES

A. Obtain and pay for all construction licenses, permits, and fees as may be required by law for construction of State's facility, and pay for all fees and charges, and use of the property other than the site of the work for storage of materials or other purposes.

1. Per **"Saf-C 8100 State Building Permit System"** a Building Permit shall be obtained by the Contractor from the **Office of the State Fire Marshal (SFMO).**
2. **A Construction Permit has been applied for by the Division of Public Works.**
   a. A complete set of Construction Documents has been submitted to the State Fire Marshal Office for review by DPW.
   b. An application for building permit has been submitted to the State Fire Marshal Office by DPW to initiate review.
   c. A copy of the SFMO **approval letter** will be transmitted to the awarded Contractor at the pre-construction meeting. This will include the original SFMO application number.
   d. A copy of the **permission to sign as owner agent letter** will be transmitted to the awarded Contractor at the pre-construction meeting; and is included at the end of this section.
3. After award, DPW will notify the SFMO of the identity of the awarded Contractor.
4. After award, the Contractor will create a Collaborator Profile through the SFMO permitting software MYGOV, if one is not already created.
   a. Instructions for becoming a 'Collaborator' on MYGOV are attached at the end of this section.
   b. Public Portal here: https://public.mygov.us/divisionoffiresafety_nh
   c. "AGENCY" on MYGOV site refers to the "State of New Hampshire Division of Fire Safety."
   d. Contractor will need to RE-APPLY for permit by completing a new application and paying the required fees for each permit required.
   e. Contractor will need to submit electronic drawings for 'review' by the SFMO. Since the SFMO has already reviewed the set. This review should take no more than a couple days. Actual review will have been

completed. If 'review' takes more than 5 working days, please notify the Contract Administrator.

f. Contractor will need to submit a scan of the SFMO approval letter, received at the pre-construction meeting.

5. **Permit applications for the Trades (Mechanical, Mechanical gas, Electrical, Fire Protection, Plumbing and SWPPP) are 'sub-permits' to the Building Construction Permit and each requires a separate application and payment.**

6. **Application for ALL Permits must be submitted through MYGOV electronic permitting system. Direct questions to the State Fire Marshal's Office: (603) 223-4289; DOS.FMO.INSPEC@DOS.NH.GOV.**

7. **When applying for a permit you will need the following:**
   a. Drawings and Specifications in electronic format. (Bid Documents).
   b. A copy of the **SFMO approval letter** (Letter will be given to the Contractor by DPW at the pre-construction meeting).
   c. **Basic Project Information** including address, project name, description (ref Section 01100 "summary"), etc.
   d. **Basic Contractor/Subcontractor/Design Professional information**
   e. A copy of **Permission to Sign Letter** from the DAS Commissioner must be copied and attached to EVERY APPLICATION by the applicant.
   f. **Payment** for the permit fee.

8. **Please direct all questions related to permitting process and fees to District Chief Phil Biron at the Office of the State Fire Marshal – (603) 223-4289.**

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

10. **Immediately upon receipt of Permits from the Office of the Fire Marshal, Contractor shall transmit copies to the Contract Administrator.**

11. **NOTE: along with Permits the State Fire Marshal's Office will issue:**
    a. A list of required inspections will be provided on the issued permit and the MYGOV Portal. All inspections will be maintained in the MYGOV Portal and available through the Collaborator Profile.
    b. A set of 'approved' drawings bearing the SFMO stamp and signature. This set, or a set covered by the 'approved' cover sheet shall become the record set on site and be maintained throughout the project for use by the SFMO and Clerk of the Works.
    c. Permits may be applied for, and Inspections may be requested at MYGOV, and at DOS.FMO.INSPEC@DOS.NH.GOV and by telephone at (603) 223-4289.

12. **Contractor shall post all paid Permits at the Contractor's Field Office or project site in a conspicuous location prior to beginning the work.**

13. **Fees for interface with municipal (Town or City) and/or Private Infrastructure (Liberty, Eversource, Etc.) must be applied for and paid for separately from this permit process. The General Contractor is responsible to apply for, obtain and pay for required permits from each municipality and/or Private company as required. Unless noted otherwise in the Construction Documents.**

B. Pay all applicable Federal, State, and Local sales and other taxes, except taxes and assessments on the real property comprising the site of the Project.

C. **The Contractor's attention is called to RSA 72-B, Excavation Tax and related administrative rules of the Department of Revenue Administration, which among other provisions, levies a tax on earth and excavations as defined in RSA 155-E. The Contractor is required, on a yearly basis, to file a Notice of Intent to Excavate in each municipality where excavation operations are anticipated. Additionally, the Contractor shall post the Excavation Tax Certificate, received from the Dept of Revenue Administration, at the contractor's project bulletin board.**

D. **Contractor must file with the Federal Aviation Administration in accordance with CFR Title 14 Part 77.9 at least 45 days prior to construction.**

1.4 STATE LABOR REQUIREMENTS

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

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

B. The Contractor shall obey all applicable State and Federal Labor laws.

C. Pursuant to RSA 21-I:81-a, the Contractor shall provide to the Contract Administrator a list of the names and addresses of the CEO, CFO, other LLC principals, and each subcontractor to be used in the performance of the contract. This list shall be provided at the Preconstruction meeting. The name and address of each subcontractor shall be provided on the Subcontractor/Employee Master List (below).

D. The Contractor shall maintain a Subcontractor/Employee Master List (Master List) of all personnel performing work on the job site, including the Contractor's employees, all

subcontractors and subcontractor employees, and all independent contractors. Pursuant to RSA 21-I:81-b, the Master List shall identify which entity has hired each subcontractor and independent contractor and which entity is providing Workers Compensation coverage for the on-site personnel. The Master List shall also confirm that each employee has an OSHA-10 certification as required per RSA 277:5-a. Subcontractors and independent contractors will not be allowed to perform any work until they have been correctly identified on the Master List. A sample Master List document, created in Microsoft Word, can be obtained at http://das.nh.gov/publicworks/pwdocuments.asp . The initial Master List submission shall be at the Preconstruction meeting.

E. The Master List shall be posted on the jobsite and updated as needed to reflect any new subcontractors and independent contractors. The Master List shall be reviewed at each Progress Meeting. On a monthly basis, the Contractor shall provide to the Contract Administrator a .pdf or Microsoft Word file of the Master List, showing all current subcontracts.

F. The Contractor shall maintain a daily log-in sheet of all personnel performing work on the jobsite. Personnel shall list their name, name of employer or identify themselves as independent contractors. No contractor, subcontractor or independent contractor performing work on the job site shall be allowed on site without first signing the daily log-in sheet.

G. The Contractor shall verify that personnel listed on the daily log-in sheet are also listed on the Master List. If personnel are not listed on the Master List, they will not be allowed on site until their employer has certified, in writing, that the employee is covered under Workers Compensation coverage for the appropriate work classification noted on the Work Certificate.

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

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

1.5 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), Contractor, Contractor's Superintendent, and major Subcontractors.

C. Potential Agenda Topics:
1. Distribution of Contract Documents. The Contract is responsible for any and all reproduction of Contract Documents.

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

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

1.6 PROGRESS MEETINGS

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

B. Attendance Required (unless otherwise waived): Contract Administrator, Clerk of the Works, Using Agency Representative(s), Contractor, Contractor's Superintendent, and major Subcontractors.

C. Potential Agenda Topics:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.

6. Review Work Certificate Log.
7. Review Master List of subcontractors and on-site personnel.
8. Review daily log-in sheets. Contractor shall verify that all personnel on log-in sheets are on Master List and all OSHA-10 certificates required per RSA 277:5-a are on file.
9. Review of off-site fabrication and delivery schedules.
10. Maintenance of progress schedule.
11. Corrective measures to regain projected schedules.
12. Planned progress during succeeding work period.
13. Traffic Control Plan.
14. Coordination of projected progress.
15. Maintenance of quality and work standards.
16. Effect of proposed changes on progress schedule and coordination.
17. Other business relating to Work.

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

1.7 PRE-INSTALLATION MEETING(S)

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

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

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

D. Contractor shall prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

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

B. Submit written request in advance of cutting or altering elements affecting:
1. Structural integrity of element.

2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight exposed elements.
5. Work of State or separate contractor.

C. Execute cutting, fitting, and patching [including excavation and fill,] to complete Work, and to:
1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

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

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

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

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

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

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with [fire rated] [fire resistant] [_____] material [in accordance with Section [07840] [_____]], to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

K. Identify hazardous substances or conditions exposed during the Work to the Contract Administrator for decision or remedy.

3.2 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products [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. Subcontractor list.

D. Proposed products list.

E. Product data.

F. Shop drawings.

G. Design data.

H. Test reports.

I. Construction photographs.

1.2 SUBMITTAL PROCEDURES

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

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

C. At completion of the project the Contactor shall provide 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 information from contract document software.

D. Transmit each submittal with Division accepted form.

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

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

G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Incomplete items or items submitted without the Contractor's signed stamp of approval thereon will be returned rejected.

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

Michael Murphy
michael.j.murphy@das.nh.gov
John O. Morton Building, Rm. 250
7 Hazen Drive, POB 483
Concord, NH 03302-0483

I. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Division and Contractor.
1. All shop drawings to be returned to Contractor from the Contract Administrator. Direct return of shop drawings from Architect or Engineer to Contractor is not permitted.

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

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

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

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

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

O. Work shall not begin until submittal items have been approved and returned to General Contractor by the Contract Administrator.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules at PreConstruction Meeting.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit horizontal bar chart with separate line for each [major portion of Work or operation] [section of Work], identifying first work day of each week.

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

1.4 SUBCONTRACTOR LIST

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

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalogue designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

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

1.7 SHOP DRAWINGS

A. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

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

1.8 DESIGN DATA

A. Submit for Contract Administrator's and Architect or Engineer's knowledge.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Contract Administrator's and Architect or Engineer's and State's knowledge.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of construction throughout progress of Work.

B. Each month submit photographs with Application for Payment.

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 1, 2022

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

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

Dear Fire Marshal Toomey:

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

Sincerely,

Charles M. Arlinghaus
Commissioner

cma/dph

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. Examination.

G. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Prior to acceptance of approved materials on site, establish & maintain controlled environmental conditions required for proper, sequential installations. Products affected by inadequate environmental control (in storage or installed) shall be removed, disposed of and replaced in-kind with no adjustment to the contract price or work schedule.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from the Contract Administrator before proceeding.

D. The Contractor shall notify the Contract Administrator of any discrepancies, ambiguities or obvious omissions found in the Contract Documents before proceeding with the work affected thereby. Such notification shall be made in writing requesting clarification and/or interpretation with reasonable promptness consistent with and reasonably inferable from the Contract Documents. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner, and no monies will be paid for correcting of items.

E. The Contractor shall give the Contract Administrator timely notice of any additional drawings, specifications or instructions required to define the work in greater detail or to permit the proper progress of the work.

F. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

G. Where, on any of the Drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other portions of the work.

H. Perform Work by persons qualified to produce required and specified quality.

I. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

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

1.3 TOLERANCES

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

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

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

1.4 REFERENCES

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

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

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

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

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

1.5 SAFETY

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

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

1.6 SUPERVISION

A. All work shall be done under the observation and inspection of the Contract Administrator.

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

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

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions, controlled environment, protective measures and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections. Notify the Contract Administrator and the Clerk of the Works of conditions, which prevent start of work.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Maintain specific environmental controls required in individual sections.

B. Clean substrate surfaces prior to applying next material or substance.

C. Seal cracks or openings of substrate prior to applying next material or substance.

D. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Temporary lighting for construction purposes.
   3. Temporary ventilation.
   4. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Parking.
   3. Progress cleaning and waste removal.

C. Temporary Controls:
   1. Barriers.

D. Removal of utilities, facilities, and controls.

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

1.2 TEMPORARY ELECTRICITY

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

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

C. Permanent convenience receptacles may [not] be utilized during construction.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Augment existing building lighting as required for construction.

B. Maintain lighting and provide routine repairs.

C. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY VENTILATION

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

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. Coordinate directly with Fish & Game for conex box or equal exterior storage requirements, if any.

1.7 PARKING

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

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

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

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

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

1.9 BARRIERS

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

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

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

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

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01505

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Construction waste management plan.
2. Construction waste recycling.

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.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
1. Project specific analysis of the projected jobsite waste to be generated. Include materials and estimated quantities (weight/volume) of projected waste.
2. Construction waste materials anticipated for recycling and adaptive reuse.
3. On site sorting and site storage methods.
4. Name and location of landfill(s) to be used.
5. Certification from the landfill of ability to receive the types of waste to be generated and of sufficient capacity to accept the waste.
6. Transportation company hauling construction waste to waste processing facilities.
7. Recycling and adaptive reuse processing facilities and waste type each facility will accept.

C. Submit documentation with each application for payment substantiating that the construction waste management plan goals are being achieved. Include the following information:
1. Material category
2. Trash: Quantity by weight deposited in landfills.

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

1.4 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution Requirements: Requirements for submittals.

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

1.5 CONSTRUCTION WASTE MANAGEMENT PLAN

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

B. Implement construction waste management plan at start of construction.

C. Review construction waste management plan at pre-construction meeting and progress meetings.

D. Distribute the Construction Waste Management Plan to subcontractors and others affected by Plan Requirements.

E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.

F. Manager: The Contractor shall designate on-site personnel responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.

1.6 CONSTRUCTION WASTE RECYCLING

A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center.

B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.

C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.

D. Materials recommended for recycling include:
1. Packing materials including paper, cardboard, foam plastic, and sheeting.
2. Recyclable plastics.
3. Organic plant debris.
4. Earth materials.
5. Native stone and granular fill.
6. Concrete and Asphalt paving.
7. Wood with and without embedded nails and staples.
8. Glass, clear and colored types.
9. Metals.
10. Gypsum products.
11. Acoustical ceiling tile.
12. Carpeting.
13. Equipment oil.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

A. Collect construction waste materials in containers identified for specific waste materials and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.

B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.

C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.

D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil when not in use.

E. . Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Location shall be acceptable to the Contract Administrator.

3.2 CONSTRUCTION WASTE DISPOSAL

A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.

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

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

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.

PART 2 PRODUCT

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. Starting of systems.

D. Protecting installed construction.

E. Project record documents.

F. Operation and maintenance data.

G. Manual for materials and finishes.

H. Manual for equipment and systems.

I. Spare parts and maintenance products.

J. Product warranties and product bonds.

K. Clean air certification.

L. Maintenance service.

M. 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 areas of the existing building during construction as specified in Section 01100.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify the Contract Administrator prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable [manufacturer's representative] [Contractors' personnel] in accordance with manufacturers' instructions.

1.5 PROTECTING INSTALLED CONSTRUCTION

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

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

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

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

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

F. Prohibit traffic from landscaped areas.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by State.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish [first] [main] floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

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

H. In addition to the above requirements, record drawings shall also be submitted in AutoCAD (.dwg) format.

1.7 OPERATION AND MAINTENANCE DATA

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

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

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

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

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineer(s), Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
   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.

1.8 MANUAL FOR MATERIALS AND FINISHES

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

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

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

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

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

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

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

1.9 MANUAL FOR EQUIPMENT AND SYSTEMS

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

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

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

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

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

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

H. Include servicing and lubrication schedule, and list of lubricants required.

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

J. Include sequence of operation by controls manufacturer.

K. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

L. Include control diagrams by controls manufacturer as installed.

M. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

N. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

O. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

P. Include test and balancing reports as specified in Section 01400.

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

R. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

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

B. Deliver to Project site; obtain receipt prior to final payment.

1.11 CLEAN AIR CERTIFICATION

A. The Contractor shall employ the services of a Certified Industrial Hygienist using a laboratory accredited by the American Industrial Hygiene Association to comply with **RSA 10-B, ENV-A 2200** Clean Air in State Buildings Rules (New Hampshire Air Program Rules).

B. Certification of properly collected and analyzed data that demonstrates compliance with said standards will be made by the Department of Environmental Services, Bureau of Environmental and Occupational Health, Radon Indoor Air Quality Program, 29 Hazen Drive, Concord, NH 03302-0095, telephone 603/271-3911) upon receipt of data submitted by the Certified Industrial Hygienist.

C. In accordance with Env-A 2200 & Env-A 2205 Standards, the following must be addressed:
1. Ventilation.
2. Noise.
3. Radon.
4. Carbon Dioxide.
5. Asbestos.
6. Formaldehyde.
7. Carbon Monoxide

D. The Contractor shall furnish the Clean Air Certification to the Contract Administrator **prior** to project Substantial Completion and before building occupancy.

1.12 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections during warranty period.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of State.

1.13 GUARANTEE OF WORK

A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting form the use of inferior materials, equipment or workmanship for one (1) year from the Date of Substantial Completion of the work.

B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Contract Administrator, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.
2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contract Administrator and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

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

E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the term of this paragraph during the first year of the life of such special guarantee.

F. Failure to adhere to guarantee terms may result in suspension or barring from the prequalification list, or, alternatively, the requirement of a Letter of Credit or other guaranty equal to a percentage of the Contract amount.

PART 2 PRODUCTS

Not Used.

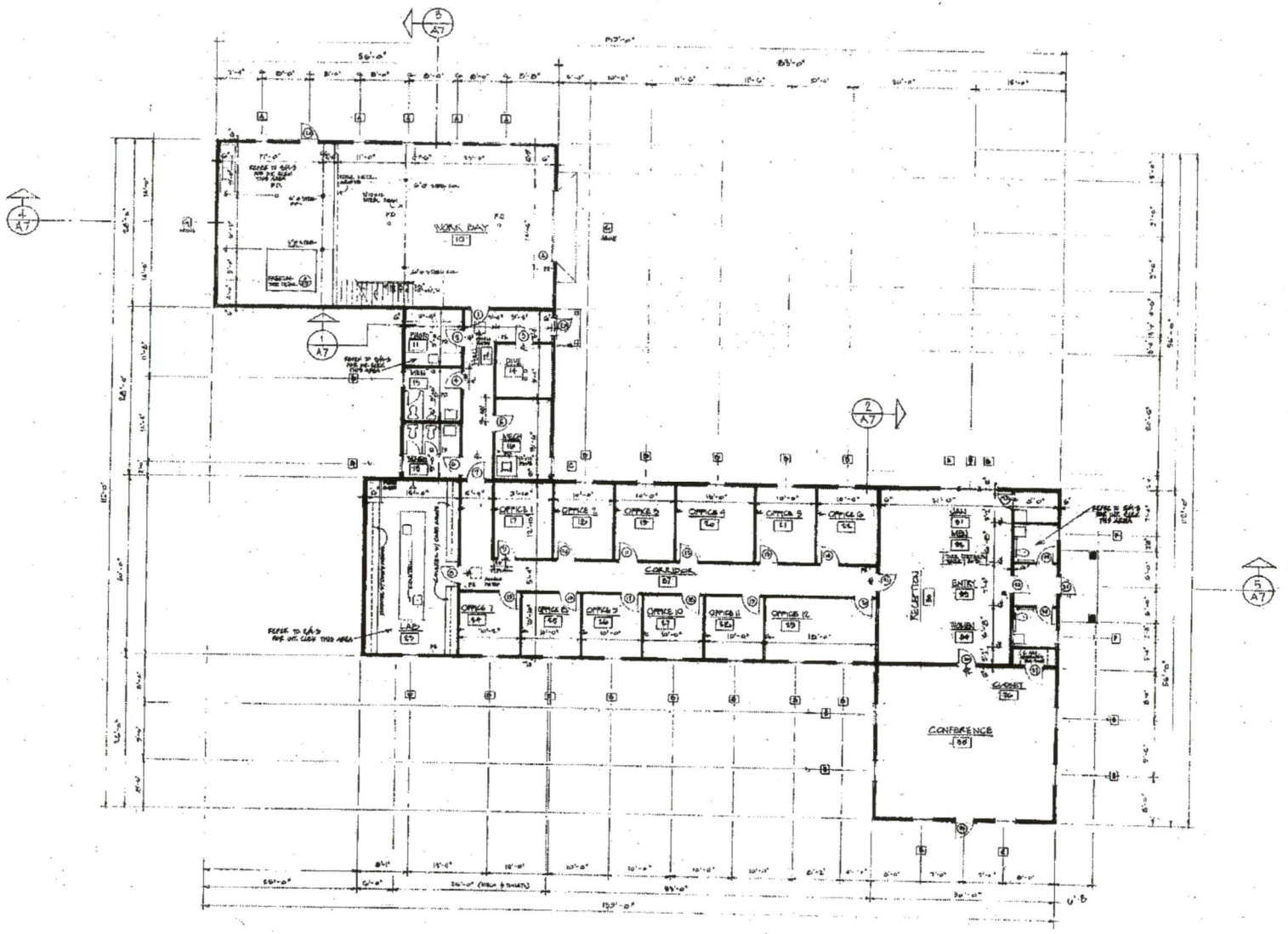
PART 3 EXECUTION

Not Used.

END OF SECTION

****
Attach Substantial Completion Agreement to the end of this Section
****

APPENDIX A – EXISTING FLOOR PLANS



1/A2 PLAN 3/16"=1'-0"

General Notes

1. Contractor to verify all dimensions at building.

Revision Description	Date	By
GENERAL REVISIONS PER COMM. OF N.H. BUREAU OF PUBLIC WORKS	12/16/87	RP DO

ISSUED FOR CONSTRUCTION

BY_____ DATE

DEPT. OF ARCHITECTURAL SERVICES

UNIVERSITY of NEW HAMPSHIRE

Approval	Date
Programmer	
Project Mgr.	
Coordinator	
Originator	
Public Safety	
Fire Dept.	
Architect	

Project Title

STATE OF NEW HAMPSHIRE
FISH & GAME DEPARTMENT
REGION 5 BUILDING

Drawing Title

FLOOR PLAN

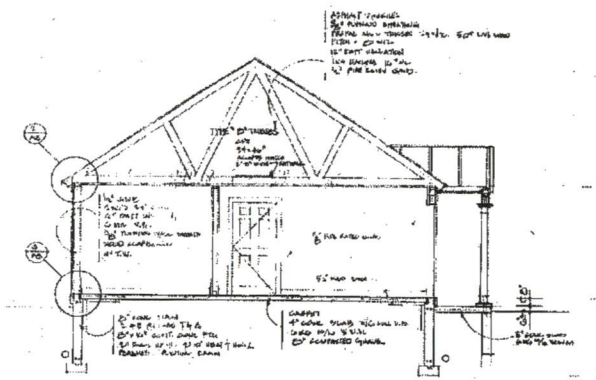
Project Number 1966

Scale 3/16"=1'-0" Drawing No. A 2

Drawn CBR

Checked CBR

Date SEPTEMBER



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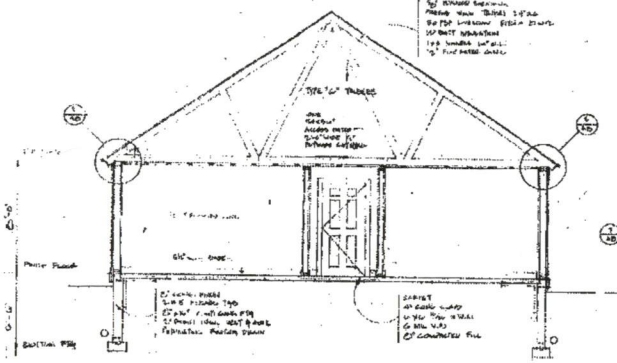

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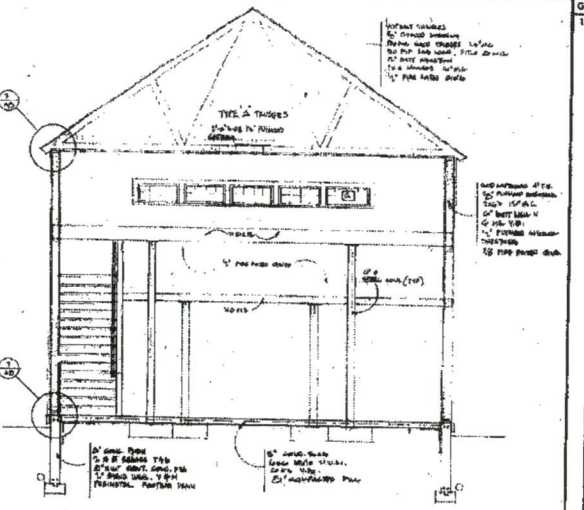

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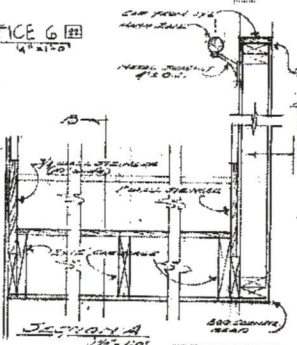
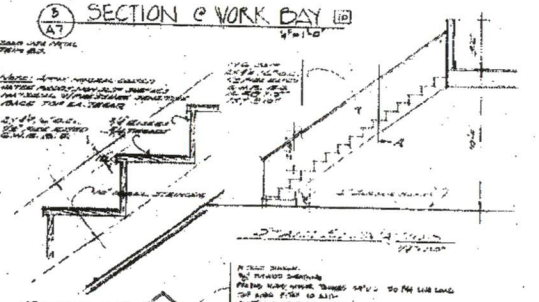


SECTION A



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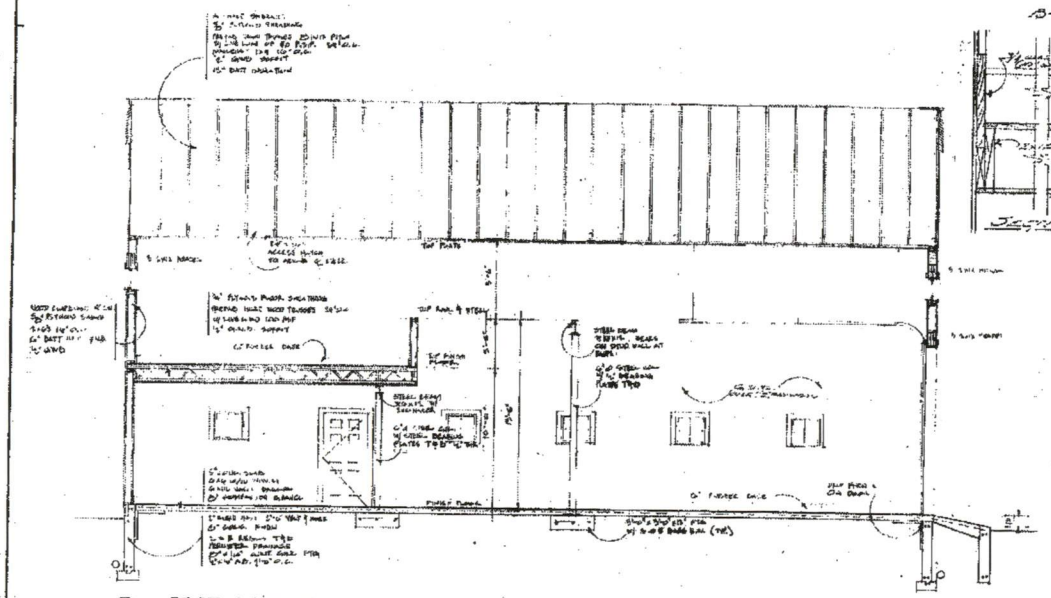
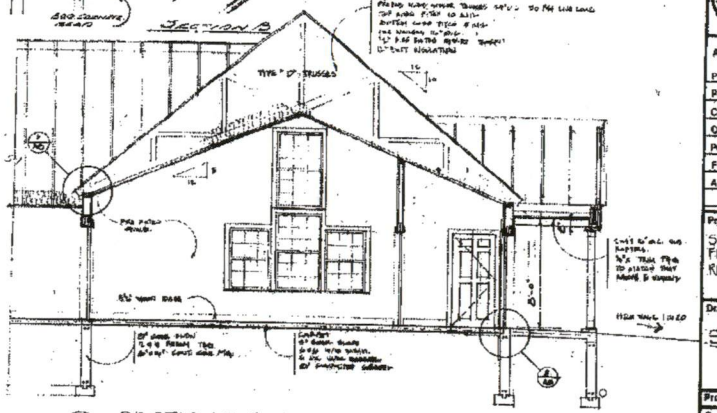


4/A7 SECTION @ WORK BAY 10



6/A7 SECTION @ ENTRY 56

General Notes

1. Contractor to verify all dimensions at building.

General Revisions for State of NH, Bureau of Public Works

Revision Description	Date	By

ISSUED FOR CONSTRUCTION

BY _____ DATE _____

DEPT OF ARCHITECTURAL SERVICES

UNIVERSITY of NEW HAMPSHIRE

Approval	Date
Programmer	
Project Mgr.	
Coordinator	
Originator	
Public Safety	
Fire Dept.	
Architect	

Project Title

STATE OF NEW HAMPSHIRE FISH & GAME DEPARTMENT REGION 3 BUILDING

Drawing Title

SECTIONS @ 1/4"=1'-0"

Project Number 13866

Scale 1/4"=1'-0"

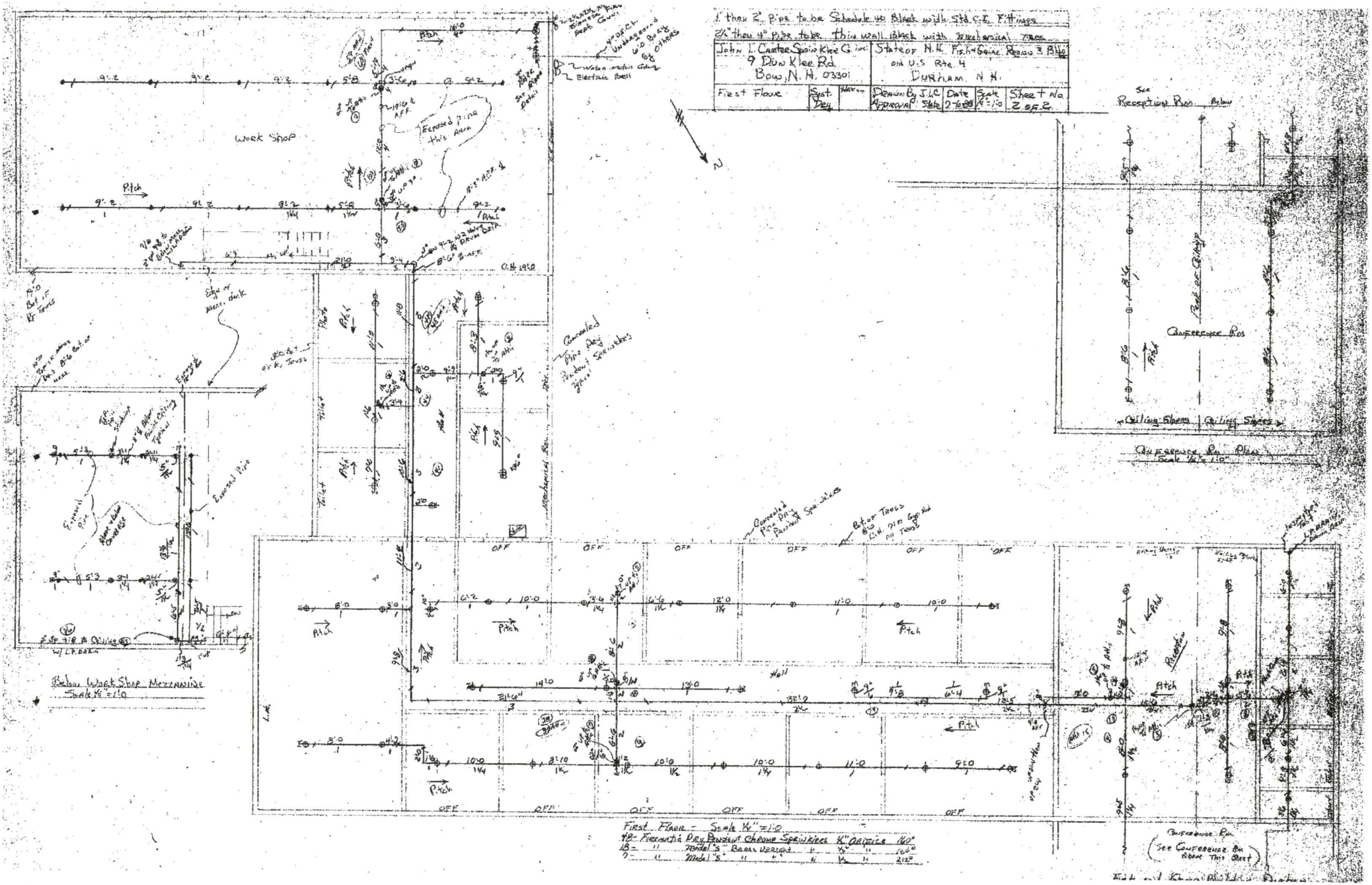
Drawn CSB

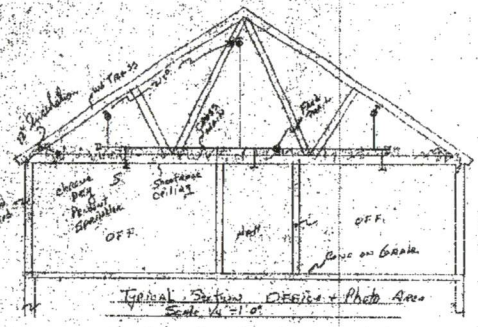
Checked CBH

Date 11-9-87 (3)

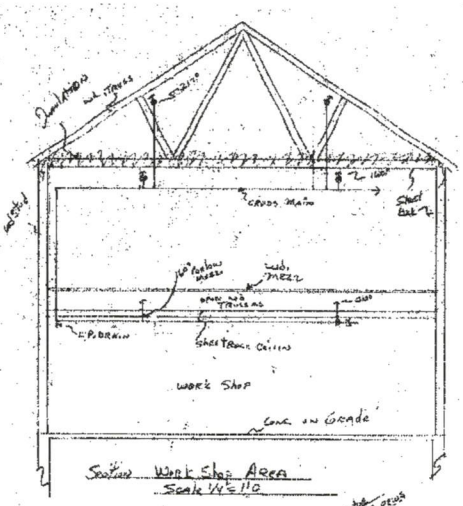
Drawing No. A7

APPENDIX B – EXISTING FIRE PROTECTION SYSTEM PLANS

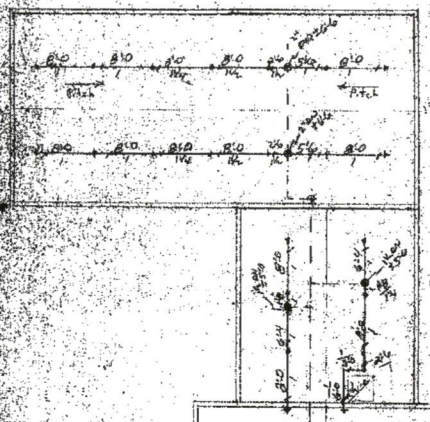

1 thru 2" Pipe to be Schedule 40 Black with Std. C.I. Fittings
2½" thru 4" pipe to be thin wall black with Mechanical Joints
John L. Carter Sprinkler Co. Inc.
9 Dun Klee Rd.
Bow, N.H. 03301
State of N.H. Fish & Game Region 3 Bldg.
on U.S. Rte 4
Durham, N.H.
First Floor
Syst. Dwg.
Drawn By J.L.C.
Approved
Date 2-6-88
Scale 1/4"=1'0
Sheet No. 2 of 2
Work Shop
Exposed piping this Area
Pitch
Concealed Pipe Dry Pendent Sprinklers
Mechanical Rm.
Conference Rm
Ceiling Slopes
Below Work Shop Mezzanine
Scale 1/8"=1'0
First Floor - Scale 1/4"=1'0
18- Fifteenth Dry Pendent Chrome Sprinklers 1/2" Orifice 160°
18- " Model "S" Brass Upright " " " 160°
9- " Model "S" " " " " 212°

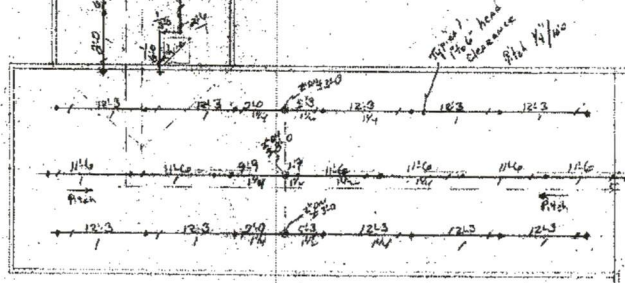


Typical Section Office + Photo Area
Scale ¼"=1'-0"

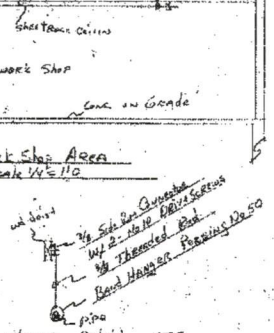


Section Work Shop Area
Scale ¼"=1'-0

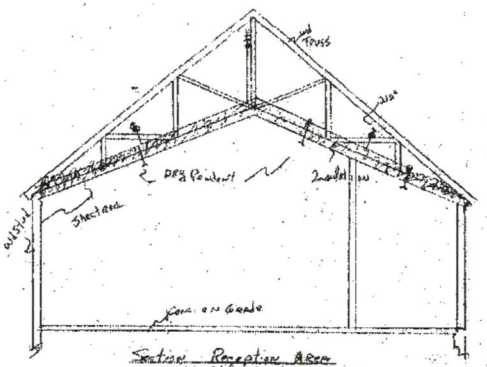




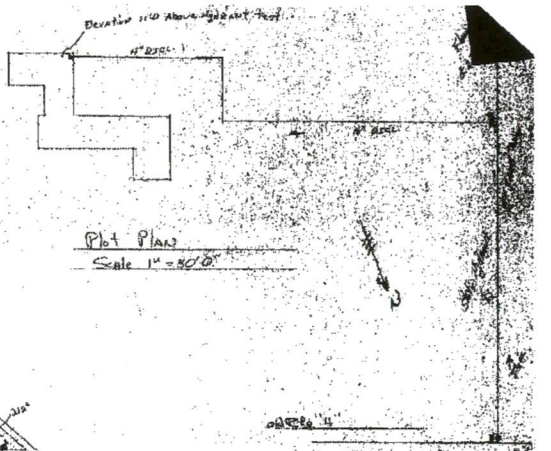
Roof Space
Scale ⅛"=1'-0"
59 Fiberglas Model S-K orifice .212" Brass Upright Sprinkler Heads



Hanger Detail N.T.S.



Section Reception Area
Scale ¼"=1'-0



Plot Plan
Scale 1"=40'-0"

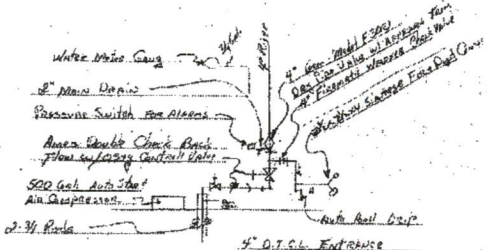
Water Flow Information
Test By Durham Fire Dept - Date 7-7-88
Static Pressure = 58 P.S.I.
Residual " = 46 P.S.I.
Flow = 1050 G.P.M.
Flow at 20 P.S.I. = 340 Test taken after Pressure Reducing Valve was removed as P.R.V. is working there is 1650 G.P.M. available at 20 P.S.I.
250 G.P.M. Available at Base of Riser with 17 P.S.I. Pressure at high Sprinkler - when P.R.V. is operating
1280 G.P.M. Available at Base of Riser with 15 P.S.I. at high Sprinkler - when P.R.V. is operating

Legend

- Upright Sprinkler
- Pendent "
- Upright " on 1" Stick-up
- Riser
- Riser Nipple with T&R
- Cross
- Pipe hanger

Measurements are Center to Center.

Pitch and Hanging of Pipe - Head Clearance and Temperature to be in accordance with Current N.F.P.A. Standards.



Riser Detail Scale ¼"=1'-0"

System Volume = ± 350 Gal's. Capacity
Area System Covers = 4468 Sq Ft.

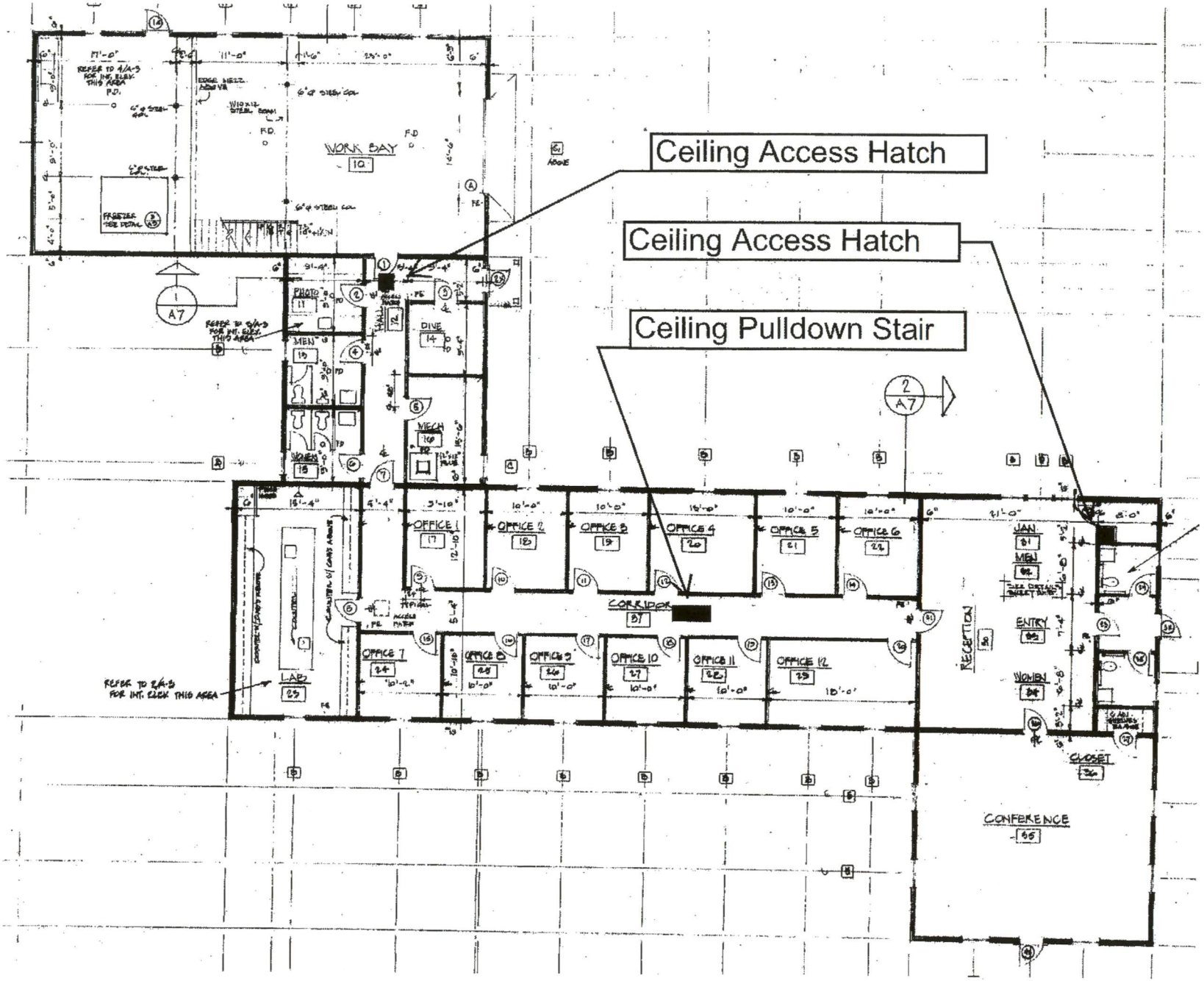
System is pipe Scheduled for light Hazard Uses of Office Areas & Roof Space and ordinary Hazard for Work Shop and Mechanical Areas.

1" thru 2" pipe to be Schedule 40 Black Steel with Std C.I. Fittings
2½" thru 4" pipe take thin wall Black steel with Mechanical Ties"

John L. Carter Sprinkler Co. Inc. 9 Dunklee Rd. Bow, N.H. 03301	State of N.H. Fish and Game Regional Office Old U.S. Rte #4 Durham, N.H.

RF Space - Valve Det. | Test | Haz | Drawn By: | File Date: | Scale | Sheet 1 of 1

APPENDIX C – ATTIC ACCESS HATCH LOCATIONS PLAN


Ceiling Access Hatch
Ceiling Access Hatch
Ceiling Pulldown Stair
WORK BAY
10
OFFICE 1
OFFICE 2
OFFICE 3
OFFICE 4
OFFICE 5
OFFICE 6
CORRIDOR
OFFICE 7
OFFICE 8
OFFICE 9
OFFICE 10
OFFICE 11
OFFICE 12
LAB
RECEPTION
CONFERENCE
CLOSET
ENTRY
JAN
MEN
WOMEN
DIVE
PHOTO
MECH
A7
2
A7

APPENDIX D – ANNUAL FIRE ALARM AND FIRE PROTECTION INSPECTION REPORTS

CUSTOMER NAME: NH Fish and Game Department
BUILDING NAME: 11440863 - NH Fish and Game Department
BUILDING ADDRESS: 225 Main St, DURHAM, NH, 03824 4732, US
INSPECTION TYPE: Fire Alarm v2
FREQUENCY: Annual
WORK ORDER: 54968638
INSPECTION START DATE: 09/14/2023
INSPECTION END DATE: 09/15/2023

INSPECTOR: Patrick Swartz
INSPECTOR LICENSE:
ACCOUNT NAME: Johnson Controls North America
OFFICE ADDRESS: 35 Progress Ave. Nashua, NH 03062
OFFICE PHONE: 603-886-1100
OFFICE LICENSE:
TIMEZONE: GMT-04:00

FIRE ALARM INSPECTION REPORT

DEVICE DEFICIENCIES

LOCATION	DESCRIPTION	ADDRESS	DEVICE	MAKE	MODEL	BARCODE	DATE OF TEST	TYPE	IMAGES
—	Outside Main Entrance Door	—	Rotary Beacon	—	—	—	09/14/2023	FUNCTIONAL FAILURE,VISUAL FAILURE	—

FAILURE REASON: Failed to Operate During test
Current make and model is Amseco St-5
Replace With Edwards 98BR-G1
1 fire alarm tech

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Battery	1	1	0	0
Duct Detector	1	1	0	0
Heat Detector Fixed Temp	25	25	0	0
Panel	1	1	0	0
Pull Station	4	4	0	0
Smoke Detector	9	9	0	0
Horn/Strobe	5	5	0	0
Rotary Beacon	1	0	1	0
TOTAL	**47**	**46**	**1**	**0**

Panels/Initiating Devices

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Battery	1	1	0	0
Duct Detector	1	1	0	0
Heat Detector Fixed Temp	25	25	0	0
Panel	1	1	0	0
Pull Station	4	4	0	0
Smoke Detector	9	9	0	0

FACP PANELS

#	LOCATION	DESCRIPTION	MANUFACTURER	MODEL	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	---	FACP - Inside Electrical Room	Simplex	Simplex	Panel	—	Patrick Swartz	09/14/2023	**Passed**

Is the panel in a normal condition at the start of the inspection?	Yes
Alarm, Supervisory, and Trouble Signals (Inputs)	Yes
Circuit Supervisory (Including Opens, Shorts & Ground Faults)	Yes
Alarm verification sequence verified	Yes
POWER SUPPLY SUPV - LOSS OF AC POWER/BATTS	Yes
Fuses/Lamps/LED Tested & Verified	Yes
REMOTE ANNUNCIATOR(S) - OPERATION/VERIFICATION	Yes
INITIATING DEVICES TEST	Yes
MASTERBOX / CENTRAL STATION CONNECTION TESTED	Yes
MASTERBOX / CENTRAL STATION ACCOUNT #	Acct # 515-0540 Passcode - Region 3 Central station
ALARM NOTIFICATION APPLIANCES TESTED	Yes
Primary Power- Nominal Voltage	120v
Primary Power- Amps	20Ah
Primary Power- Location	Electrical Room
Disconnecting means location	Electrical Panel - EQ008742

BATTERIES

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	FACP Batteries	Battery	—	Patrick Swartz	09/14/2023	**Passed**

Quantity (Enter 2 if answering for a set)	2
Amp hour rating	12Ah
Visual inspection	Pass
Batteries less than 5 years?	Pass
Manufacturer Date Code	November 2022
Voltage with charger	27.6vdc
Voltage without charger	27.3vdc
Load Voltage Test	Pass
Load Voltage Test Results (%)	80

Panels/Initiating Devices

SMOKE DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Closet inside conference room	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
2	—	Front Entrance Lobby	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
3	—	Hallway Between Offices 2 and 3	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
4	—	Hallway in Between Rooms 5 and 6	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
5	—	Hallway Outside of Laboratory	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
6	—	Inside Janitors Closet	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
7	—	Inside Laboratory	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
8	—	Inside Photo Room	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed
9	—	Outside Mens Restroom	Zone 1	Smoke Detector	—	Patrick Swartz	09/14/2023	Passed

HEAT DETECTORS

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Inside Conference Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
2	—	Inside Conference Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
3	—	Inside Electrical Room with FACP	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
4	—	Inside Garage Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
5	—	Inside Garage Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
6	—	Inside Garage Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
7	—	Inside Garage Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
8	—	Inside Mens Handicap Rest Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
9	—	Inside Mens Rest Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
10	—	Inside Receptionist Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
11	—	Inside Receptionist Area	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
12	—	Inside Room #1	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
13	—	Inside Room #2	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
14	—	Inside Room #3	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
15	—	Inside Room #4	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
16	—	Inside Room #5	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed

Panels/Initiating Devices

HEAT DETECTORS

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
17	—	Inside Room #6	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
18	—	Inside Room #7	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
19	—	Inside Room #8	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
20	—	Inside Room #9	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
21	—	Inside Room #10	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
22	—	Inside Room #11	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
23	—	Inside Room #12	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
24	—	Inside Womens Handicap Rest Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed
25	—	Inside Womens Rest Room	Heat Detector Fixed Temp	—	Patrick Swartz	09/14/2023	Passed

DUCT DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Key Switch Next to Room #5	Zone 2	Duct Detector	—	Patrick Swartz	09/14/2023	Passed

PULL STATIONS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Front Entrance	Zone 1	Pull Station	—	Patrick Swartz	09/14/2023	Passed
2	—	Inside Conference Room	Zone 1	Pull Station	—	Patrick Swartz	09/14/2023	Passed
3	—	Inside Garage next to Exit Door	Zone 1	Pull Station	—	Patrick Swartz	09/14/2023	Passed
4	—	Outside Dive Room	Zone 1	Pull Station	—	Patrick Swartz	09/14/2023	Passed

Notification Devices

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Horn/Strobe	5	5	0	0
Rotary Beacon	1	0	1	0

AUDIBLE VISIBLE DEVICES W/DB

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Front entrance	Horn/Strobe	—	Patrick Swartz	09/14/2023	Passed
2	—	Inside Conference Room	Horn/Strobe	—	Patrick Swartz	09/14/2023	Passed
3	—	Inside maintenance shop	Horn/Strobe	—	Patrick Swartz	09/14/2023	Passed
4	—	Outside Dive Room	Horn/Strobe	—	Patrick Swartz	09/14/2023	Passed
5	—	Outside Front Entrance	Horn/Strobe	—	Patrick Swartz	09/14/2023	Passed

DEVICES

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Outside Main Entrance Door	Rotary Beacon	—	Patrick Swartz	09/14/2023	Failed

Reason for failure: *(Functional Failure,Visual Failure)* Failed to Operate During test
Current make and model is Amseco SL-5
Replace With Edwards 98BR-G1
1 fire alarm tech

Inspector Signature P. Swartz **Inspector Name** Patrick Swartz **Date** 09/15/2023

Signature of the Maintenance R Z **Printed name of the Maintenance** Renee Zobel **Date** 09/15/2023

Terms And Conditions

1. **Limitation of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert.
It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
2. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
3. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the Services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
4. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no:
    a. "permit confined space," as defined by OSHA, or space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of a risk of infectious disease
    b. need for air monitoring, respiratory protection, or other medical risk
    c. asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building
    d. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
5. **Equipment Disconnections.** This represents Company's notice to you that the system(s)/device(s) listed on the face of this agreement as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report
6. **General.** Unless otherwise specified, work shall be performed during company's regular business hours,, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

DEVICE NOTE IMAGE APPENDICES

Johnson Controls

Customer: NH Fish and Game Department
Building: 11440863 - NH Fish and Game Department
Address: 225 Main St, DURHAM, NH, 03824 4732, US

CUSTOMER NAME: NH Fish and Game Department
BUILDING NAME: 11440863 - NH Fish and Game Department
BUILDING ADDRESS: 225 Main St, DURHAM, NH, 03824 4732, US
INSPECTION TYPE: Sprinkler
FREQUENCY: Annual
WORK ORDER: 54988638
INSPECTION START DATE: 09/14/2023
INSPECTION END DATE: 09/14/2023

INSPECTOR: Patrick Swartz
INSPECTOR LICENSE:
ACCOUNT NAME: Johnson Controls North America
OFFICE ADDRESS: 35 Progress Ave. Nashua, NH 03062
OFFICE PHONE: 603-886-1100
OFFICE LICENSE:
TIMEZONE: EDT

SPRINKLER INSPECTION REPORT

GENERAL DEFICIENCIES

DESCRIPTION	IMAGES
3 year full flow trip test inspection is due for the dry system Must have 2 tech complete job	—

DEVICE DEFICIENCIES

No device deficiencies in this inspection.

General

To be Answered with the Owner

1.	Have you had an internal pipe inspection performed in the last 5 years? **New 2020**	Yes
2.	Date the internal pipe inspection was performed?	08/13/2020

To be Answered by the Inspector

1.	Number Of Water Gauges	1
2.	Number Of Air Gauges	1
3.	All Systems Restored To Normal	Yes

Water Supplies

1.	Type	City

Control Valve Questions

1.	Are all sprinkler system main control valves and all other valves in the appropriate open or closed position?	Yes
2.	Are all control valves sealed, locked, or supervised, in the appropriate open or closed position?	Yes

Alarms

1.	Did the electric alarms operate during testing?	Yes
2.	Did the supervisory alarms operate during testing?	Yes

Sprinklers - Piping

1.	Were All Sprinklers Made After 1920	Yes
2.	Standard Response Sprinklers 50 Years Or Older	No
3.	Do sprinklers generally appear to be free of corrosion, paint, or loading and visible obstructions?	Yes
4.	Are appropriate number of extra sprinklers and sprinkler wrenches available on the premises?	Yes
5.	Type of sprinkler heads	Upright and pendant
6.	Does there appear to be proper clearance between the top of all storage and the sprinkler deflector?	Yes
7.	Does the exposed exterior condition of piping, drain valves, check valves, hangers, pressure gauges, open sprinklers and strainers appear to be satisfactory?	Yes

Devices

INSPECTION RESULTS SUMMARY				
DEVICE TYPE	**INVENTORY COUNT**	**PASSED**	**FAILED**	**CANNOT INSPECT**
City Connection Control Valve	1	1	0	0
Dry System	1	1	0	0
High/Low Air Device	1	1	0	0
System Control Valve	1	1	0	0
Water Flow Switch	1	1	0	0
Main Drain Test	1	1	0	0

DRY SYSTEMS							
#	**LOCATION**	**DESCRIPTION**	**DEVICE TYPE**	**BARCODE**	**INSPECTOR**	**DATE OF TEST**	**RESULT**
1	1st Floor, Garage Bay	Main Building Dry System	Dry System	—	Patrick Swartz	09/14/2023	**Passed**
Make and Model							Tyco Mod. DPV-1
What Size Is This Dry Pipe Valve							4"
Hydraulic Name Plate Present							No
Valve Enclosure Secured							Yes
Visually Inspect - Is Intermediate Chamber Free From Leakage							Yes
Are the air pressure and priming water levels normal?							Yes
Does the Air Supply operate satisfactorily?							Yes
Visually Inspect - Is Exterior Of The Valve In Good Condition And Both Gauges Operable							Yes
Visually Inspect - Are Trim Valves In Their Appropriate Open Or Closed Positions							Yes
Valve Seat Leak Tight							Yes
Trim Piping Leak Tight							Yes
System Gauges Undamaged And Reading Within Limits							Yes
Wet Gauge PSI							50
Dry Gauge PSI							43
Quantity of Auxiliary / Low Point drains drained during this inspection?							2
Trim Valves Sealed							Yes
Partial or Full Flow Trip Test Performed							Partial
Date of Last Full Flow Dry Trip Test							08/13/2020
* New valve							
Trip Point Air PSI Without Quick Opening Device							12
Results Of Trip Test							Pass
Date when all dry systems were checked for proper pitch (Recommendation)							08/13/2020
Date the internal pipe inspection was performed?							08/13/2020
Date of Gauges Replacement							10/21/2020
Date of Check Valves Internal Inspection							08/13/2020
Date of Internal Inspection of Dry Valve Strainers, Filters, And Restriction Orifices.							08/13/2020

Devices

MAIN DRAIN TESTS

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor, Garage Bay	Main Drain Test	Main Drain Test	—	Patrick Swartz	09/14/2023	**Passed**

Test pipe located	@dry system
Size of test pipe	2"
Previous Main Drain Test Date	06/29/2023
Previous Main Drain Static Pressure	55
Previous Main Drain Residual Pressure	45
Static supply pressure	55
Residual Pressure	45
Time to return to normal system pressure	4
Static supply pressure after completion of test	55
Main Drain PSI Comparable to previous?	Yes
Main drain opened & free of obstruction discoloration?	Yes

CONTROL VALVES AGG

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor, Garage Bay	City Side Control Valve	Zone 4	City Connection Control Valve	—	Patrick Swartz	09/14/2023	**Passed**

Type and Size	4in OS&Y
Easily Accessible?	Yes
Signs?	Yes
Valve in the Appropriate Open or Closed Position?	Yes
Sealed, Locked, and/or Supervised	Supervised
Free from External Leaks?	Yes
Control Valve Fully Exercised?	Yes

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	1st Floor, Garage Bay	System Side Control Valve	Zone 4	System Control Valve	—	Patrick Swartz	09/14/2023	**Passed**

Type and Size	4in OS&Y
Easily Accessible?	Yes
Signs?	Yes
Valve in the Appropriate Open or Closed Position?	Yes
Sealed, Locked, and/or Supervised	Supervised
Free from External Leaks?	Yes
Control Valve Fully Exercised?	Yes

WATER FLOW SWITCHES

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor, Garage Bay	Dry System Water Flow Switch	Zone 4	Water Flow Switch	—	Patrick Swartz	09/14/2023	**Passed**

Quarterly Visual Inspection - Is flow switch free of damage with its electrical connections secure?	Yes
Time Delay (in seconds)	3
Open test connection/bypass. Did water flow activate the alarm?	Yes

Devices

SUPERVISORY POINTS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor, Garage Bay	Dry System High/ Low Air Pressure Switch	Zone 4	High/Low Air Device	—	Patrick Swartz	09/14/2023	**Passed**
Quarterly Visual Inspection - Is this Supervisory Device free of damage with its electrical connections secure?								Yes

Inspector Signature _____ **Inspector Name** Patrick Swartz **Date** 09/14/2023

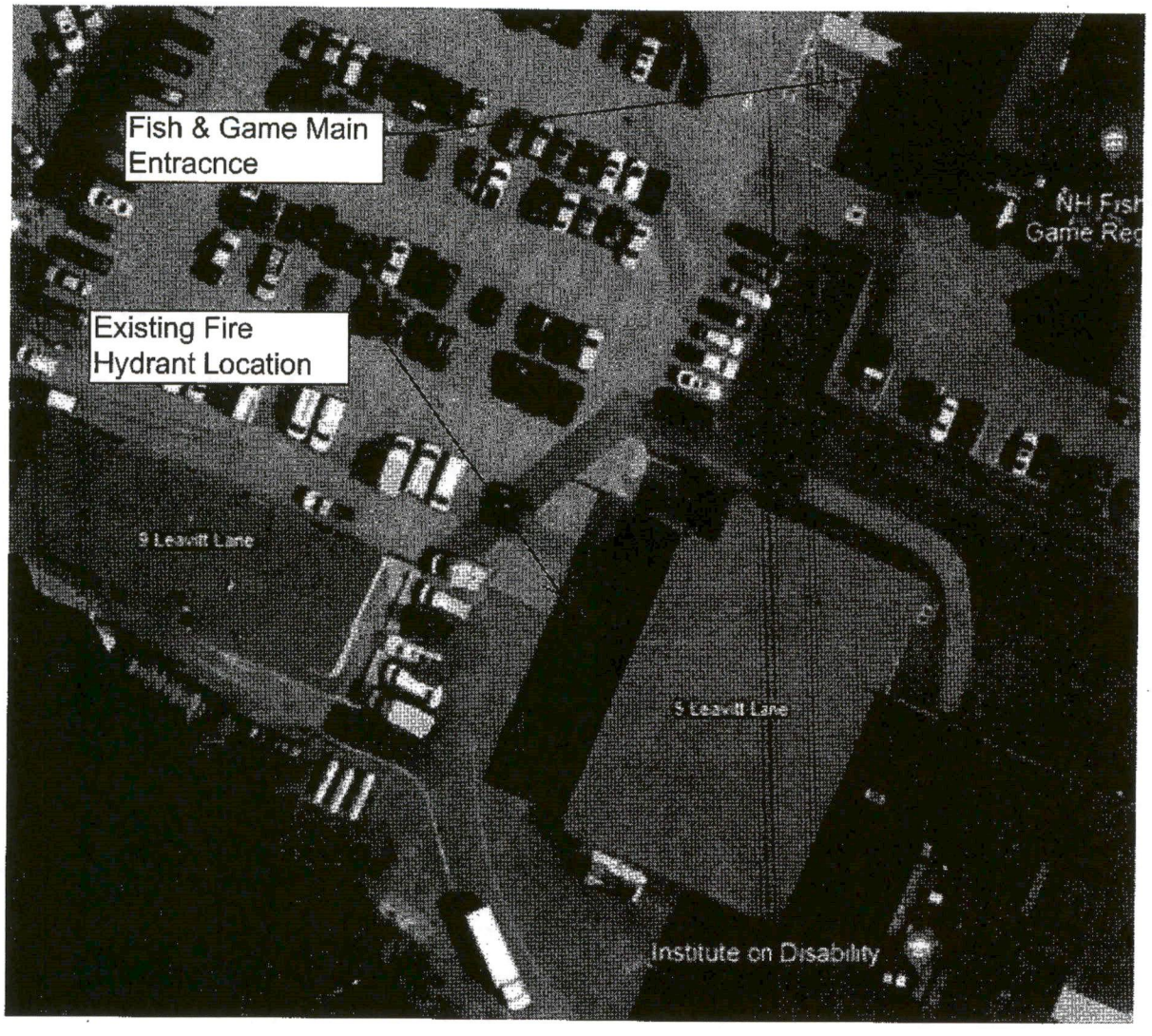
Signature of the Maintenance _____ **Printed name of the Maintenance** Renee Zobel **Date** 09/14/2023

Terms And Conditions

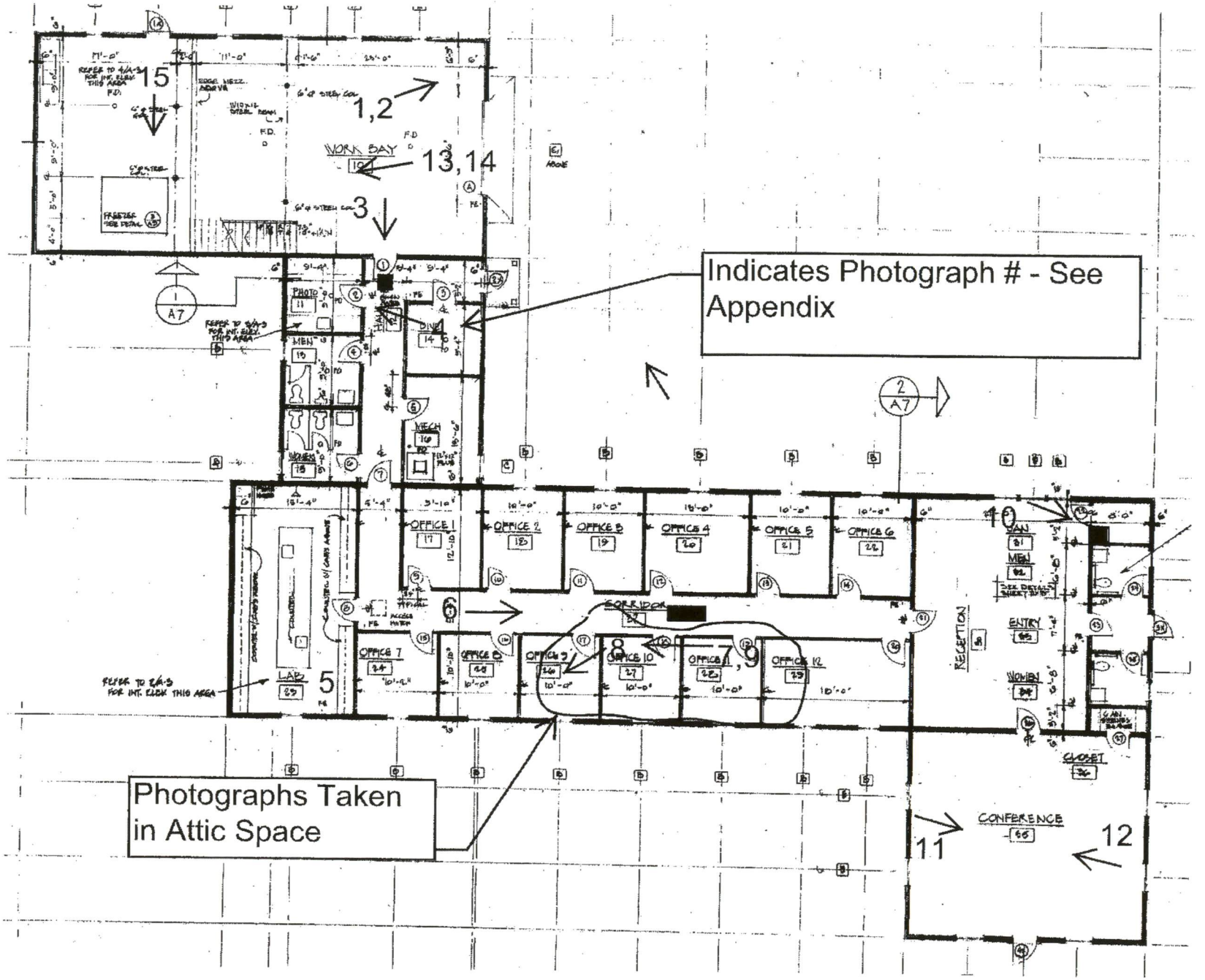
1. **Limitation of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert.
It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
2. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
3. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the Services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
4. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no:
    a. "permit confined space," as defined by OSHA, or space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of a risk of infectious disease
    b. need for air monitoring, respiratory protection, or other medical risk
    c. asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building
    d. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
5. **Equipment Disconnections.** This represents Company's notice to you that the system(s)/device(s) listed on the face of this agreement as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report
6. **General.** Unless otherwise specified, work shall be performed during company's regular business hours,, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

DEVICE NOTE IMAGE APPENDICES

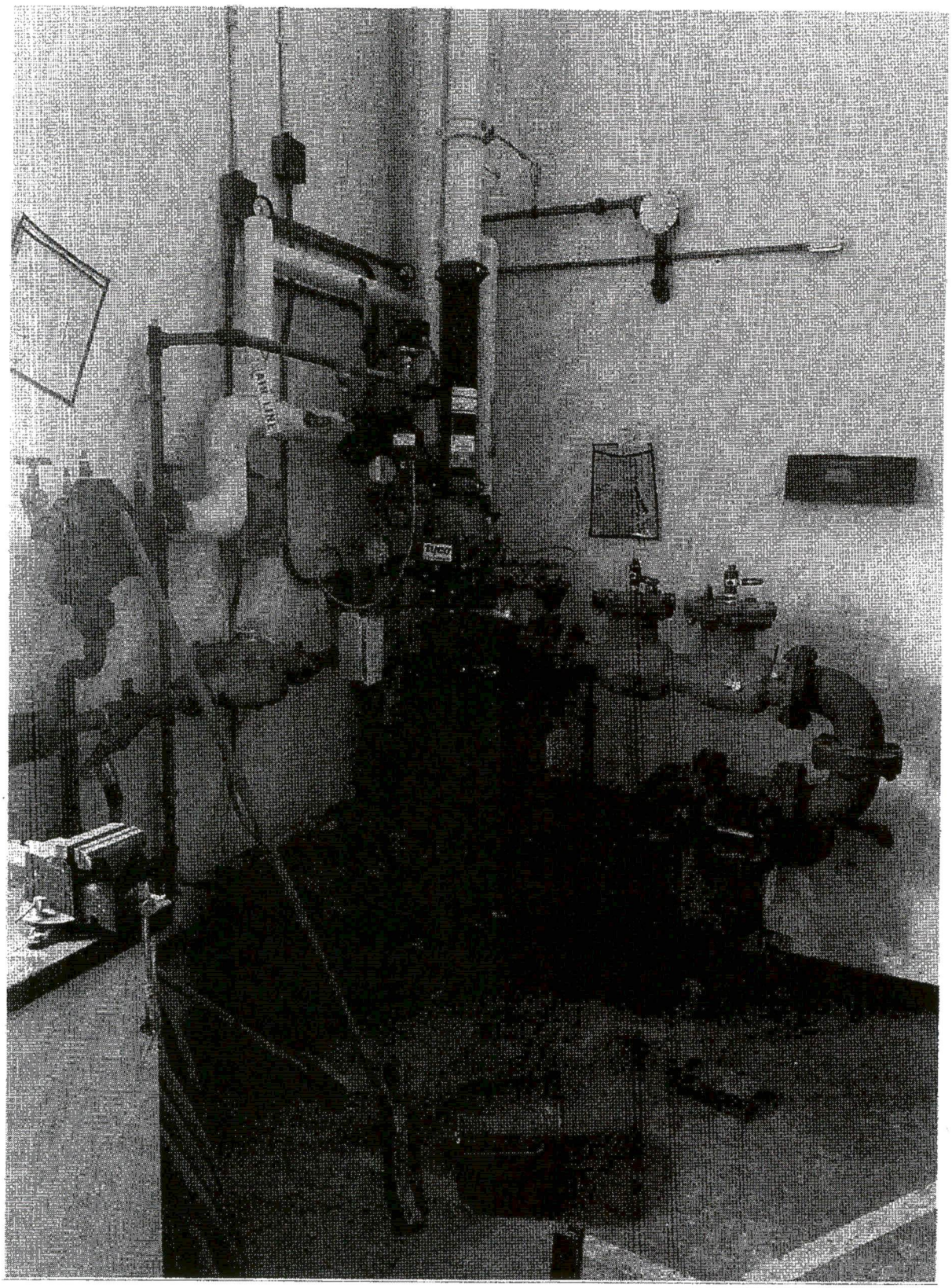
APPENDIX E – FIRE HYDRANT LOCATION


Fish & Game Main Entracnce
Existing Fire Hydrant Location
9 Leavitt Lane
9 Leavitt Lane
Institute on Disability

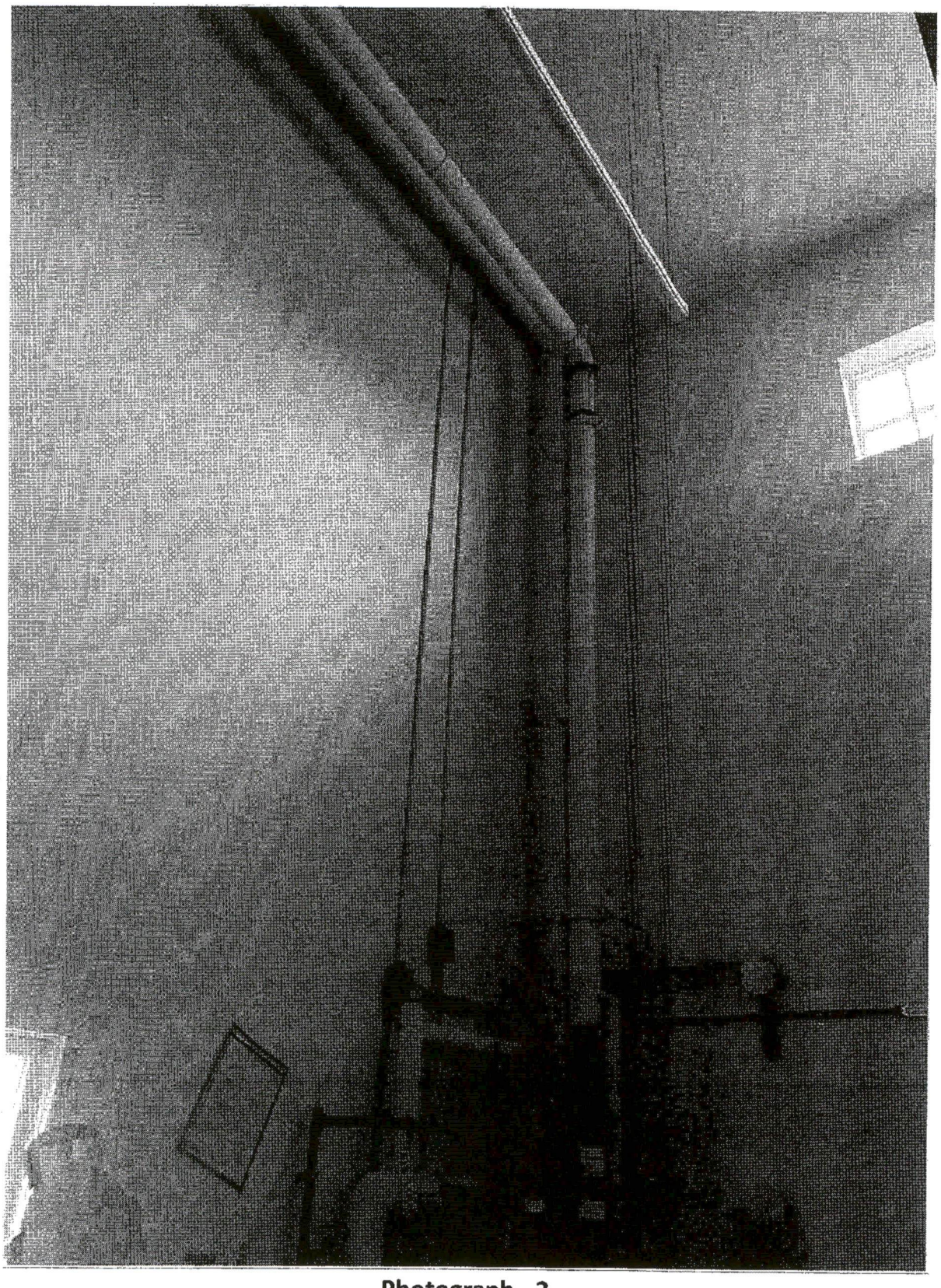
APPENDIX F – PHOTOGRAPH LOCATIONS PLAN


Indicates Photograph # - See Appendix
Photographs Taken in Attic Space
15
1,2
13,14
3
4
5
8
7,9
11
12
WORK BAY
OFFICE 1
OFFICE 2
OFFICE 3
OFFICE 4
OFFICE 5
OFFICE 6
OFFICE 7
OFFICE 8
OFFICE 9
OFFICE 10
OFFICE 11
OFFICE 12
LAB
RECEPTION
CONFERENCE
CLOSET
ENTRY
WOMEN
MEN
A7

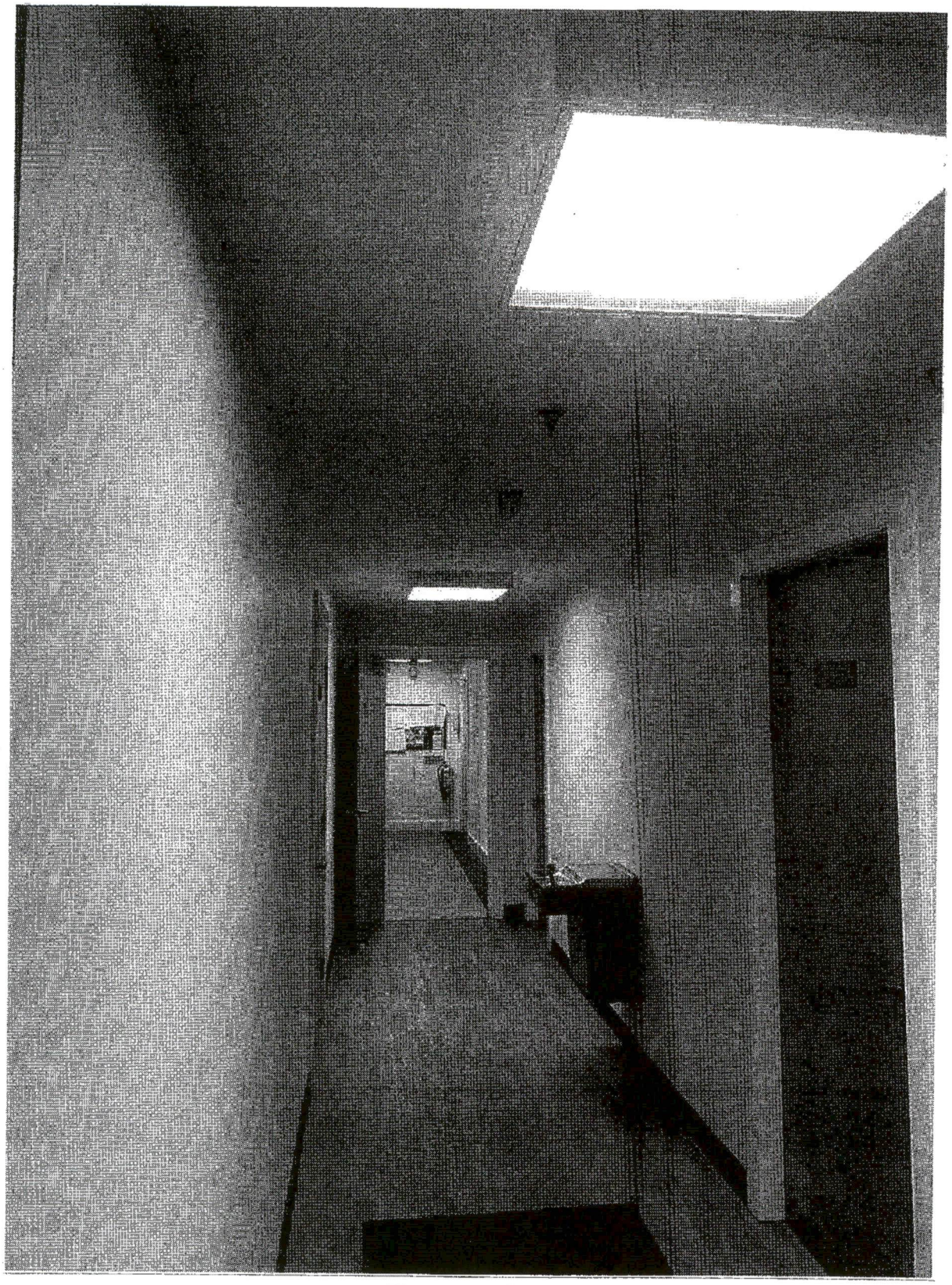
APPENDIX G – PHOTOGRAPHS



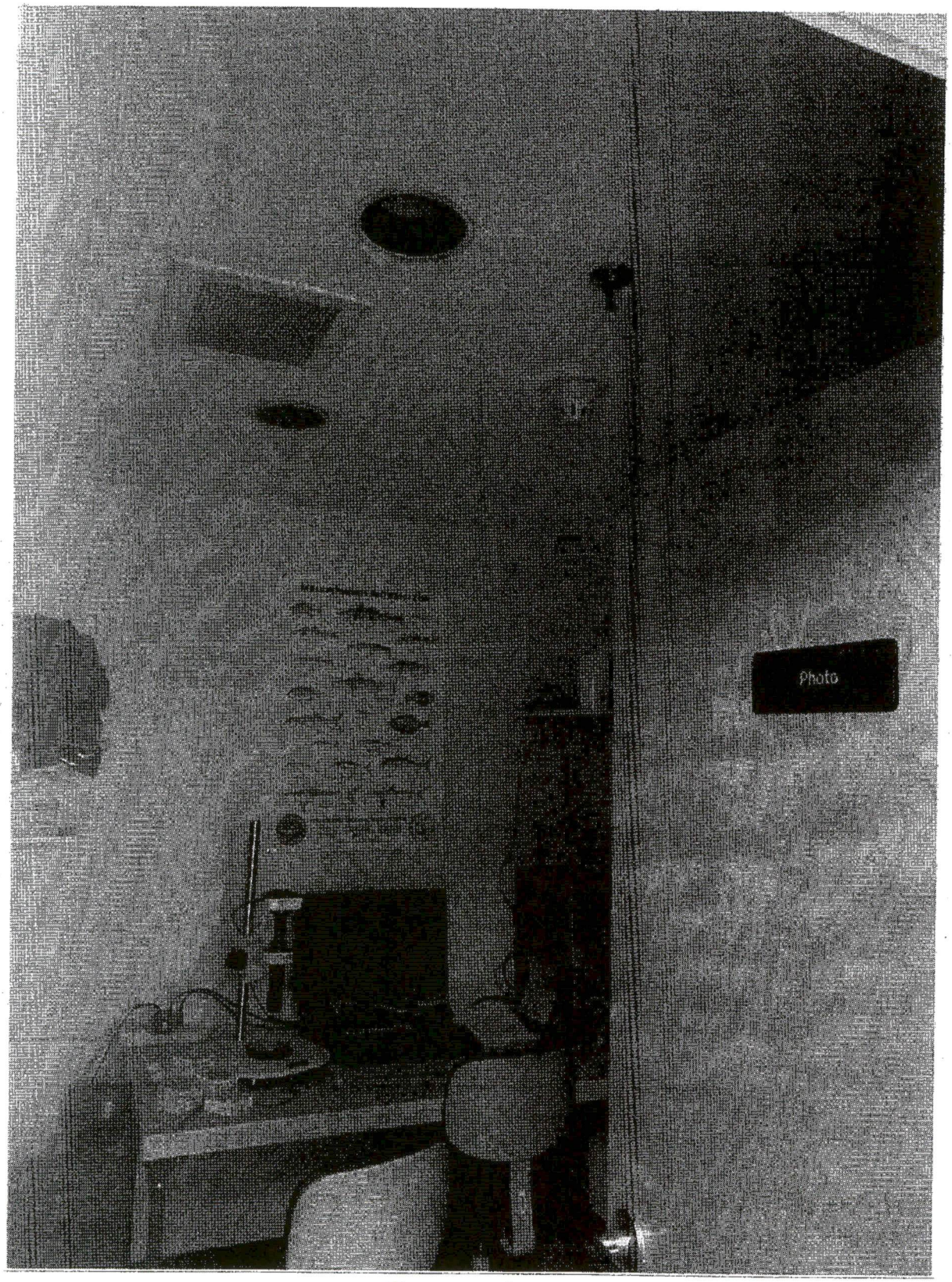
Photograph - 1



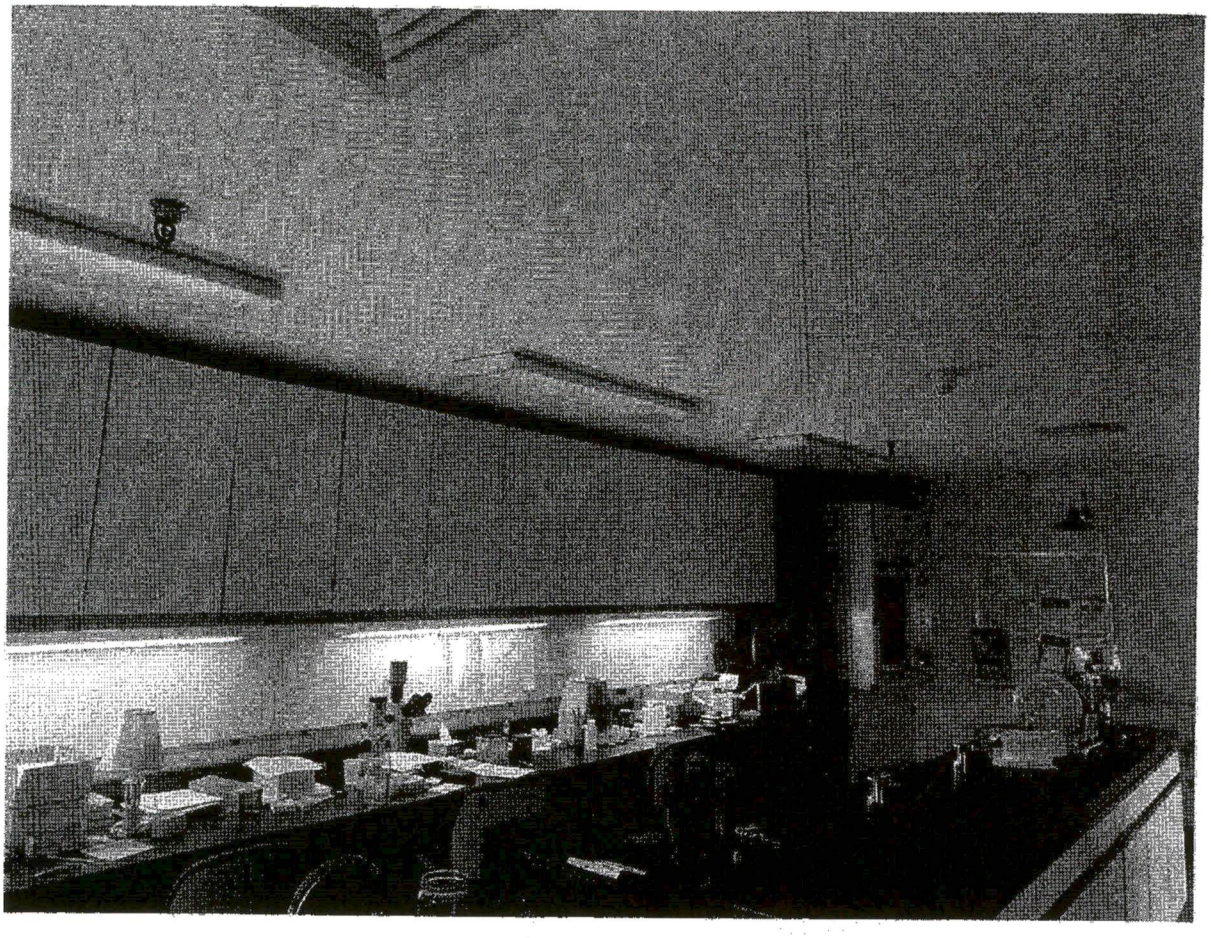
Photograph - 2



Photograph - 3

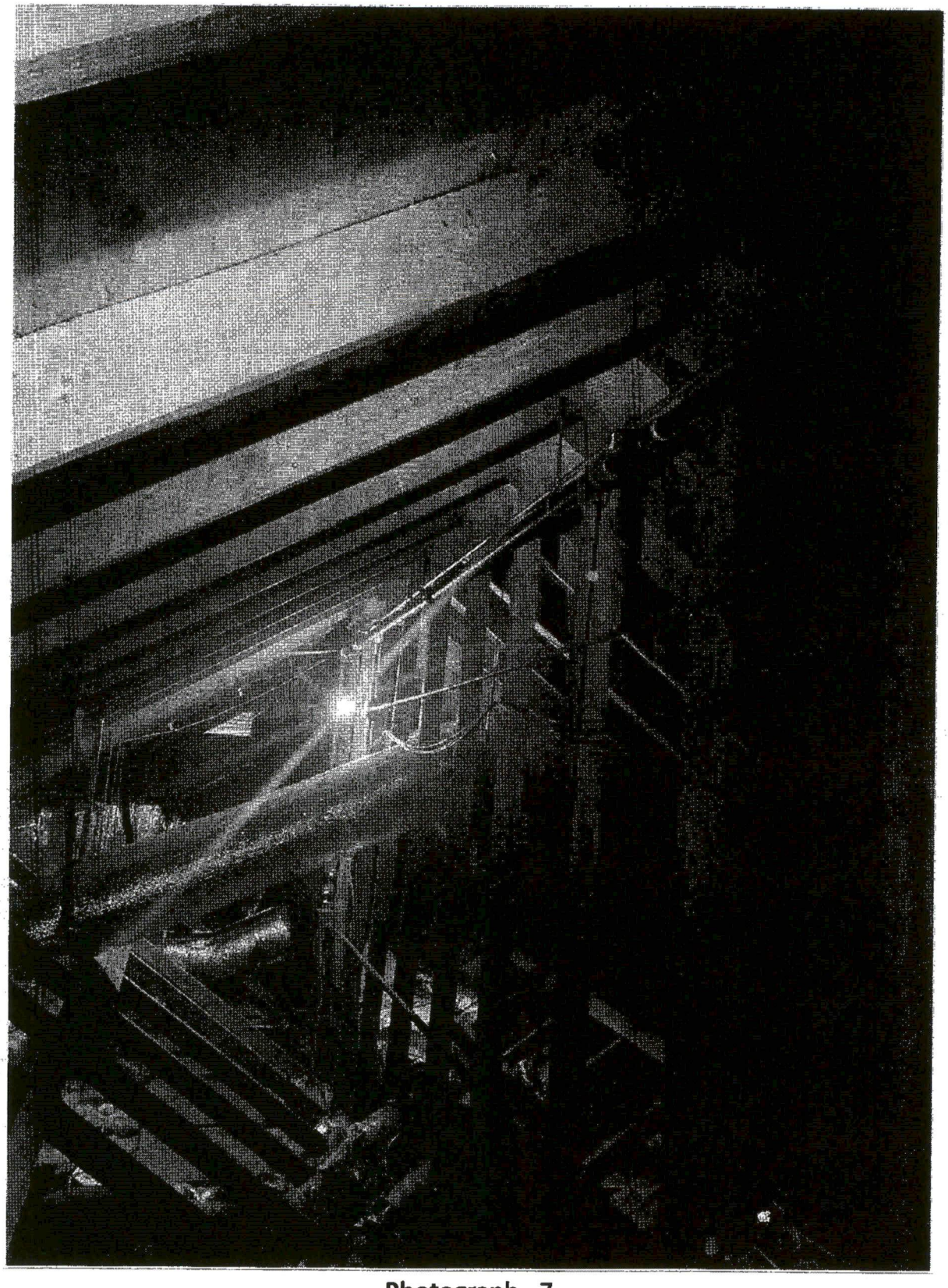


Photograph - 4

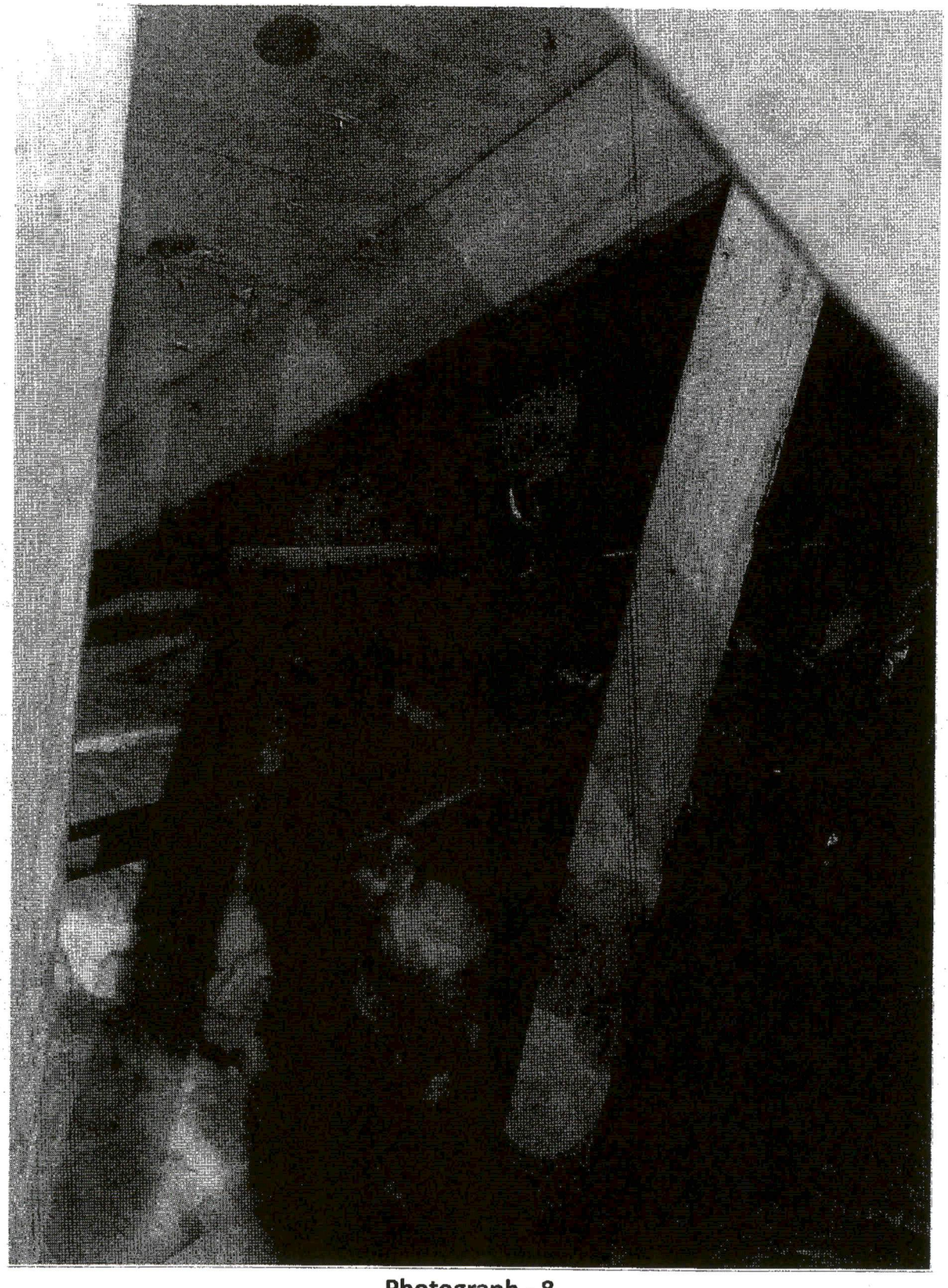


Photograph - 5

Photograph - 6

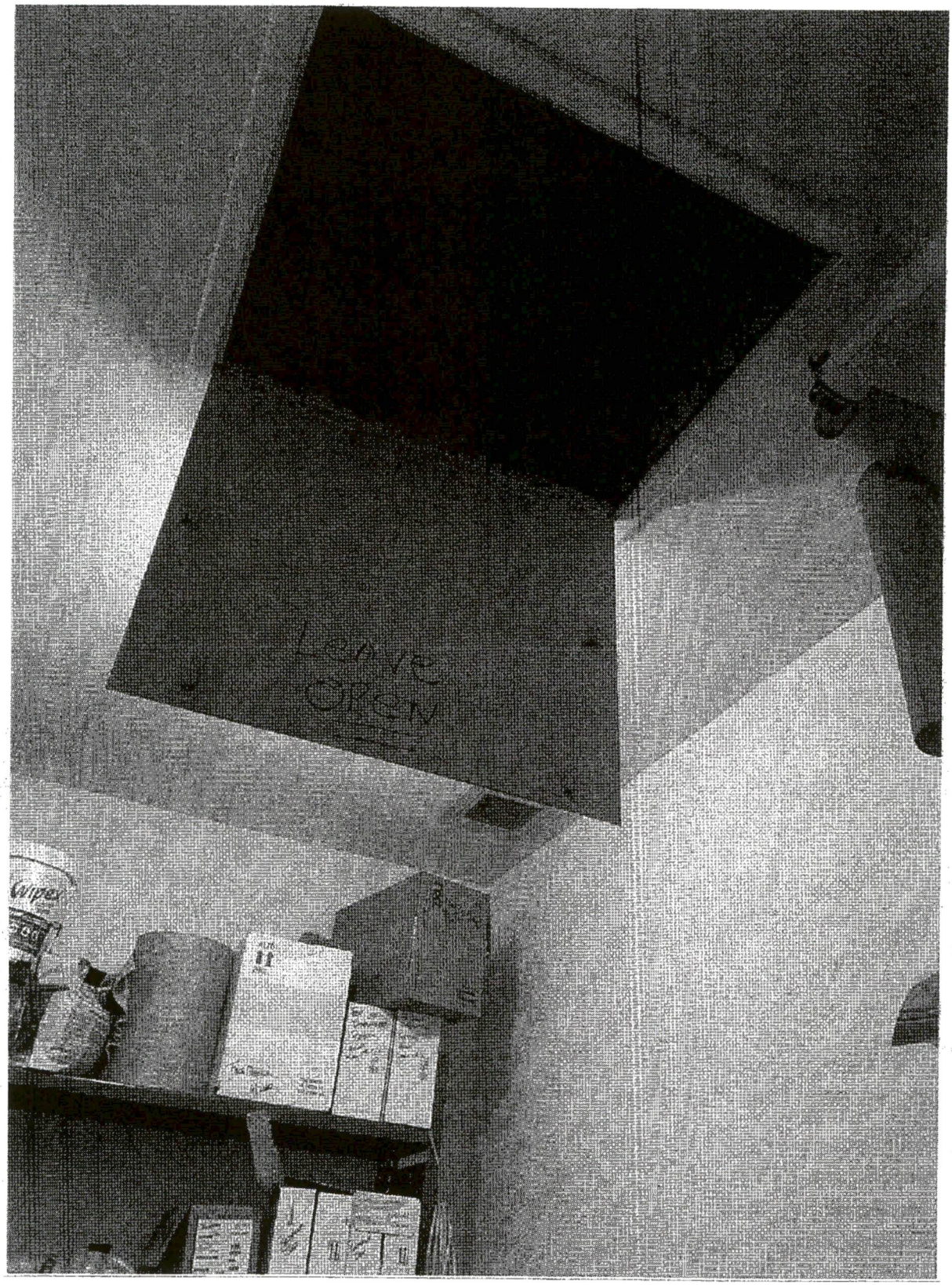


Photograph - 7

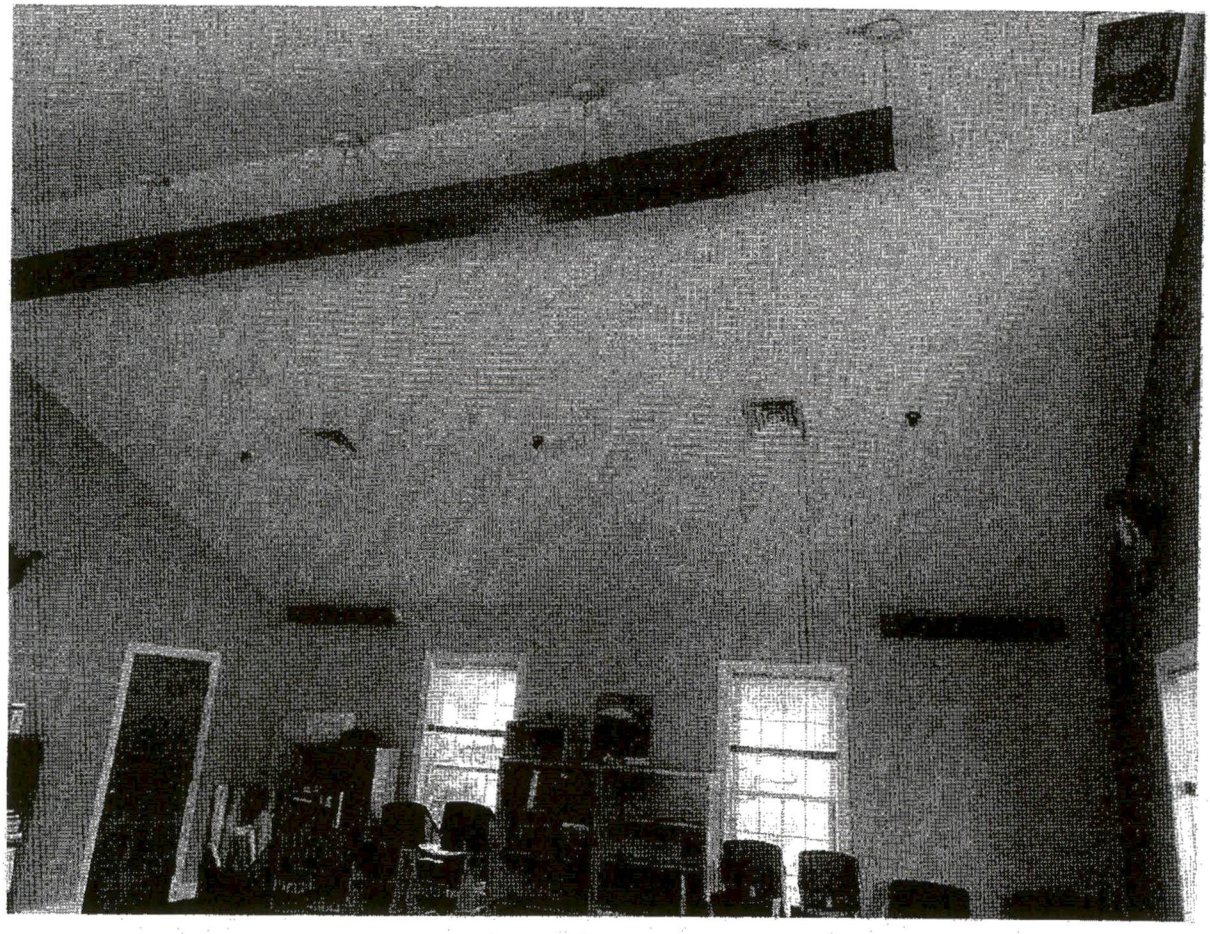


Photograph - 8

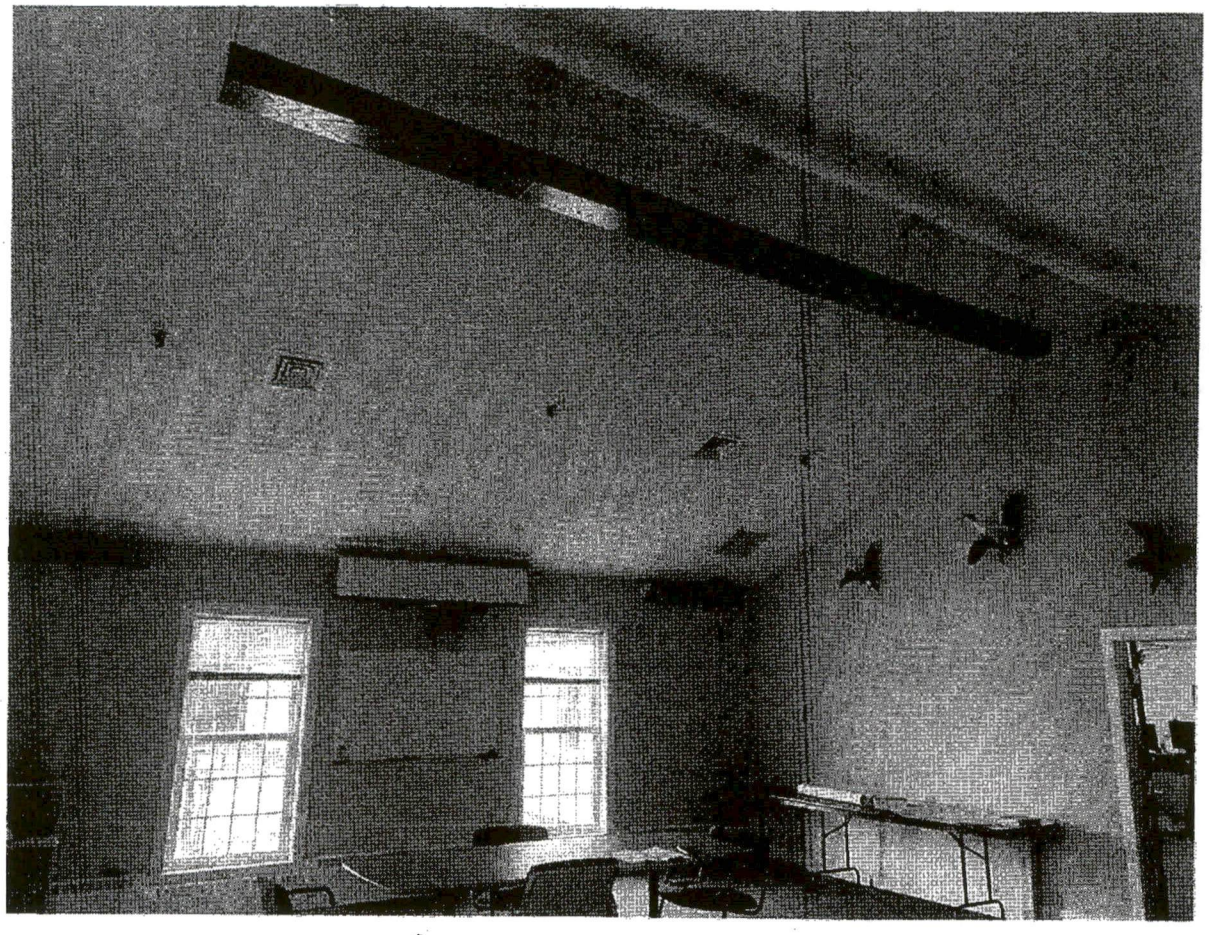
Photograph - 9



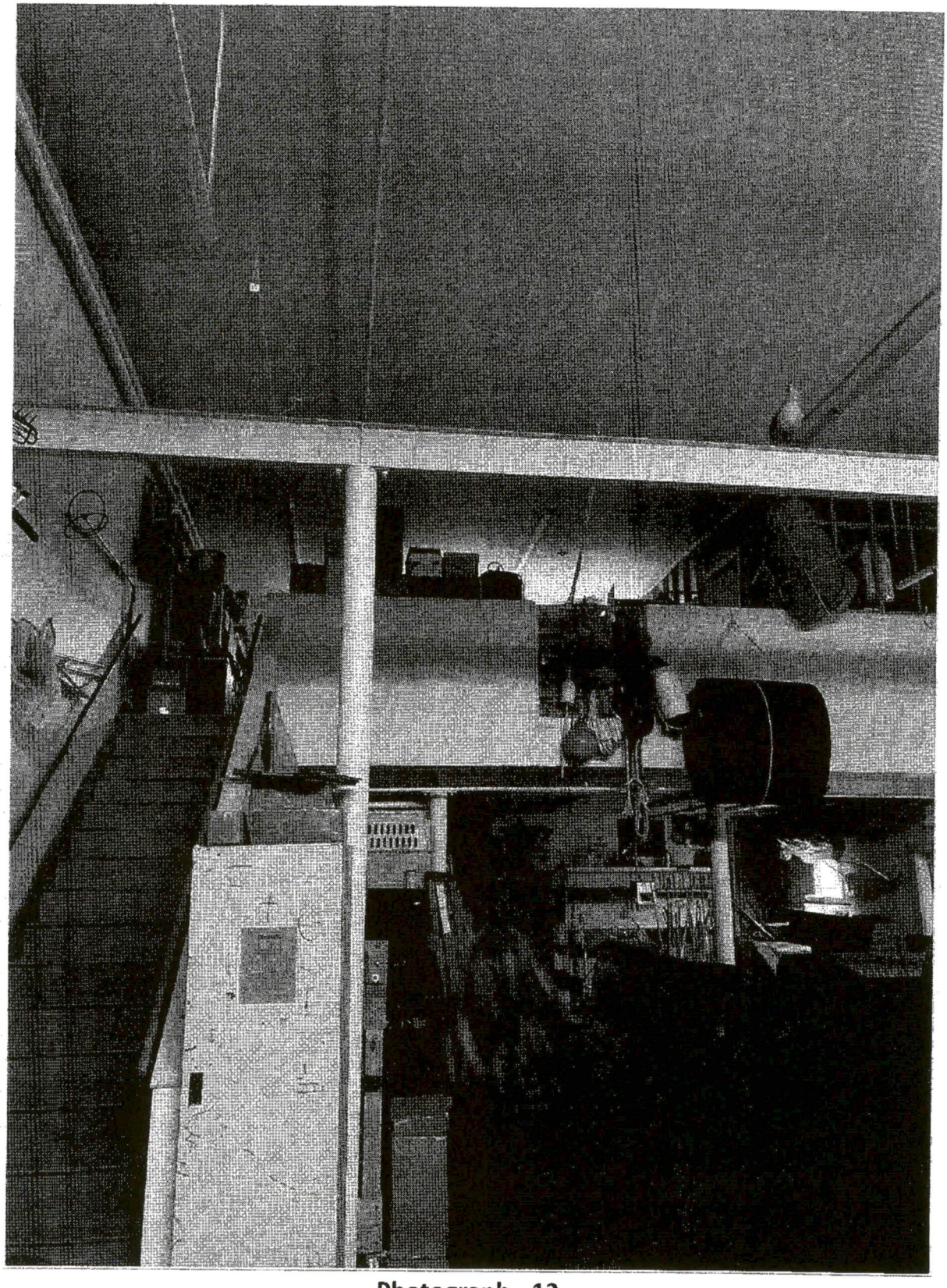
Photograph - 10



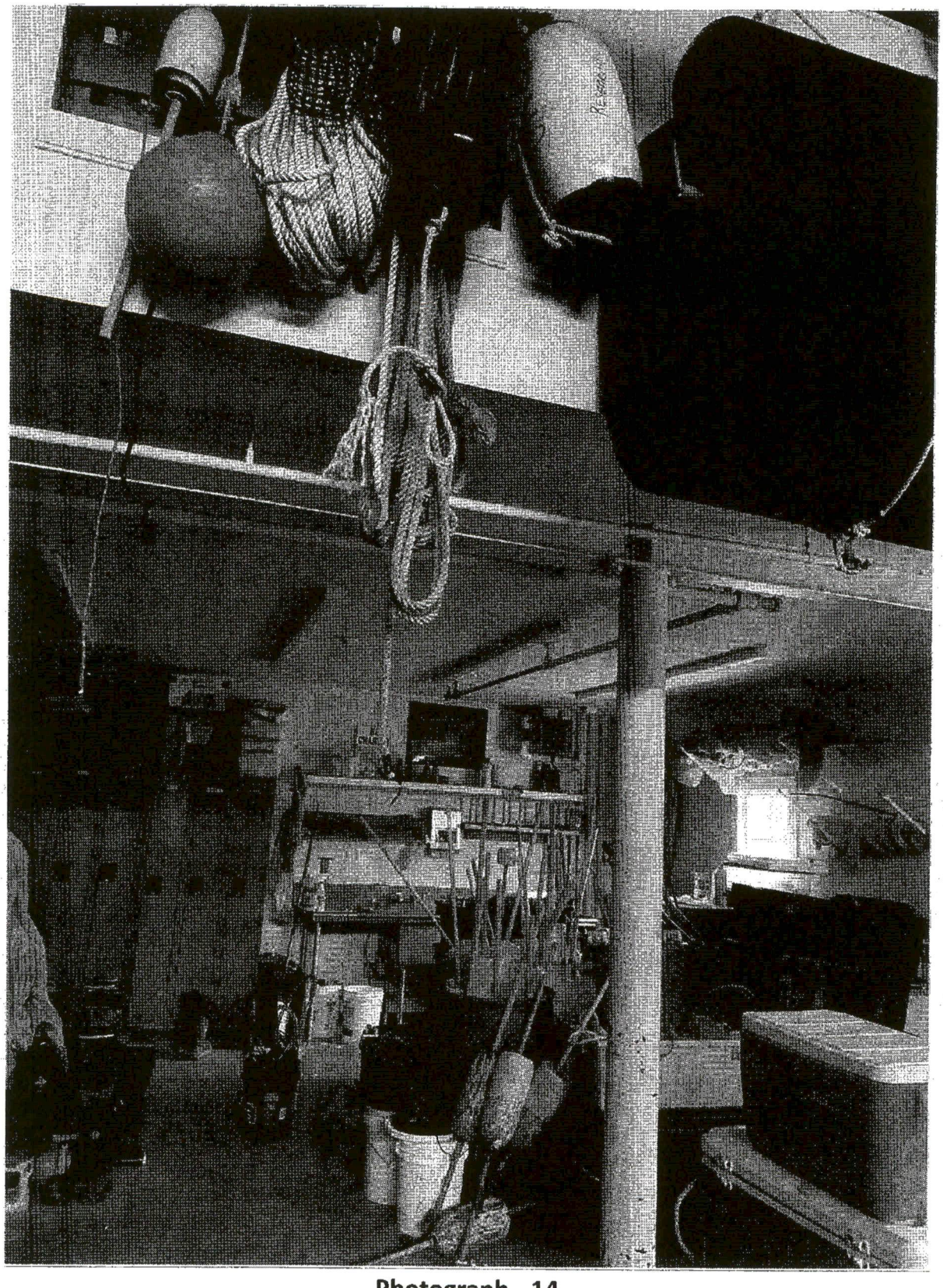
Photograph - 11



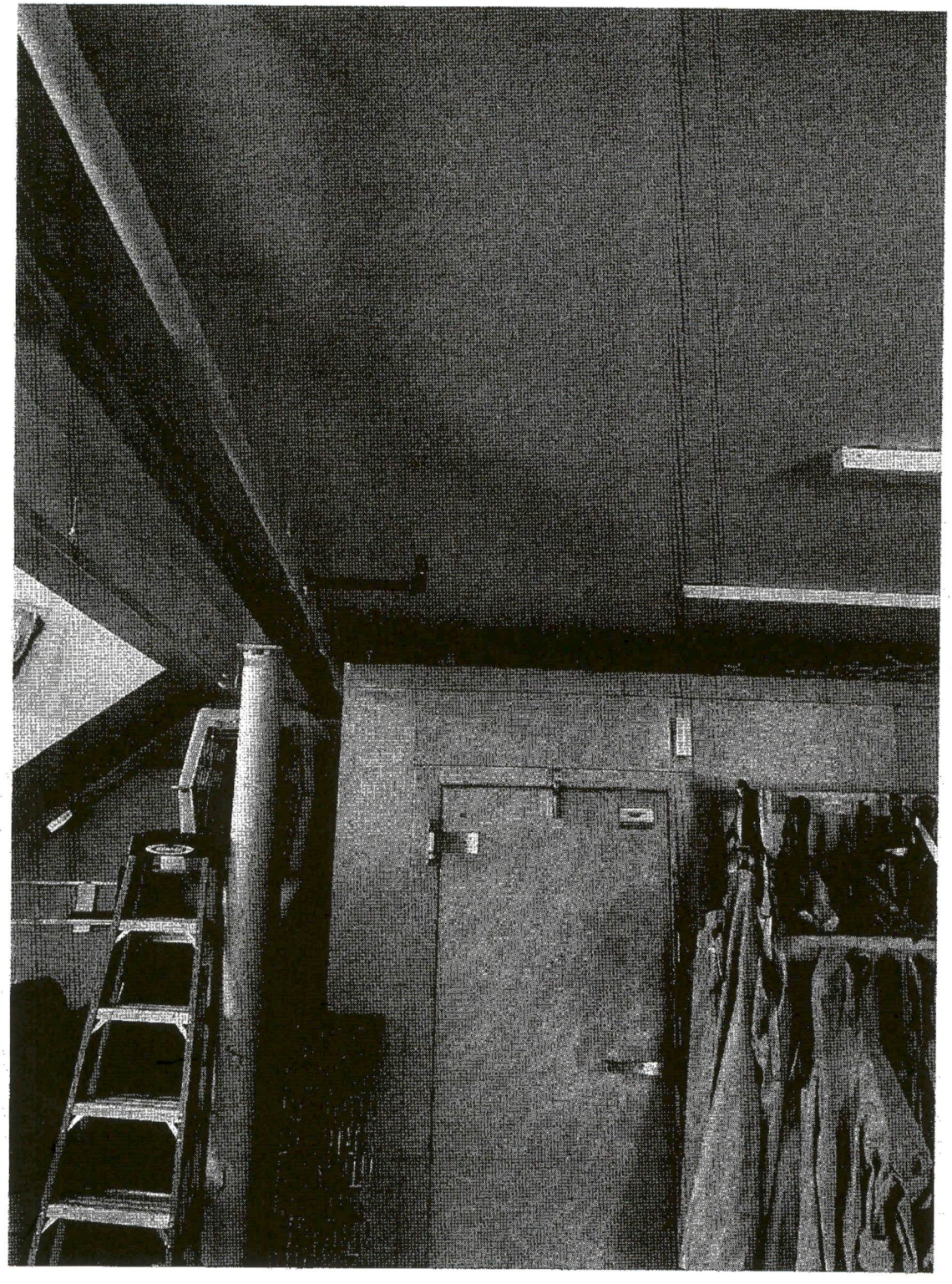
Photograph - 12



Photograph - 13



Photograph - 14



Photograph - 15

AIA Document A312™ – 2010

Performance Bond

Bond No. 2368353

CONTRACTOR:
(Name, legal status and address)
CAPITOL FIRE PROTECTION CO., INC.,
P.O. Box 7839, Loudon, NH 03307-7839

OWNER:
State of NH, Department of Administrative Services
Bureau of Purchase and Property
25 Capital Street, Concord, NH 03301
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
Agency: P.O. Box 511
Concord, NH 03302-0511

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

CONSTRUCTION CONTRACT
Date:

Amount: ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($143,845.00)

Description: *(Name and location)* Dry System Fire Protection Design and Build Services at NH Fish & Game Office, Durham NH

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($143,845.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
CAPITOL FIRE PROTECTION CO., INC.

Signature:
Name and Title: Matthew S. Rathee, President

SURETY
Company: *(Corporate Seal)*
Swiss Re Corporate Solutions America Insurance Corporation

Signature:
Name and Title: Hannah Abbott, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.) *(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

GALLAGHER
P.O. Box 511
Concord, NH 03302-0511
(603) 224-2562

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:	*(Corporate Seal)*	**Company:**	*(Corporate Seal)*
Signature:		**Signature:**	
Name and Title:		**Name and Title:**	
Address		**Address**	

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

AIA Document A312™ – 2010

Payment Bond

Bond No. 2368353

CONTRACTOR:
(Name, legal status and address)
CAPITOL FIRE PROTECTION CO., INC.
P.O. Box 7839, Loudon, NH 03307-7839

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
Agency: P.O. Box 511
Concord, NH 03302-0511

OWNER:
State of NH, Department of Administrative Services
Bureau of Purchase and Property
25 Capital Street, Concord, NH 03301
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

CONSTRUCTION CONTRACT
Date:

Amount: ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($143,845.00)

Description: Dry System Fire Protection Design and Build Services at NH Fish & Game
(Name and location) Office, Durham NH

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($143,845.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
CAPITOL FIRE PROTECTION CO., INC.

Signature: Matthew S. Ratte
Name and Title: Matthew S. Ratte, President

SURETY
Company: *(Corporate Seal)*
Swiss Re Corporate Solutions America Insurance Corporation

Signature: Hannah Abbott
Name and Title: Hannah Abbott, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.) *(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

GALLAGHER
P.O. Box 511
Concord, NH 03302-0511
(603) 224-2562

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL			
Company:	*(Corporate Seal)*	**Company:**	*(Corporate Seal)*
Signature:		**Signature:**	
Name and Title:		**Name and Title:**	
Address		**Address**	

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DANIEL E. CHURCH, PAULA J. CANTARA, GARY P. LAPIERRE, RYAN M. STEVENS, MICHAEL P. O'BRIEN
MATTHEW R. BLAISDELL, MARK J. STEVENS and HANNAH ABBOTT
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI NONCORPORATION

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 26TH day of JUNE, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 26TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 29, 2025

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this____day of_____, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC