



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

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Nicole Desilets-Bixler
Deputy Adjutant General

August 4, 2025

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to enter into a contract with JBC Construction LLC (VC#298573), Londonderry, NH, in the amount of \$137,640.00 for the State Military Reservation CSMS Renovation project in Concord, NH upon Governor and Executive Council approval through November 28, 2025. **100% Federal Funds.**

Further, authorize a contingency in the amount of \$10,000.00 for unanticipated expenses bringing the contract total to \$147,640.00 effective upon Governor and Council approval through November 28, 2025. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2026, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-12-12-120010-22450000, Army Guard Facilities:

	<u>FY 2026</u>
103-500736-Contract for Operational Services	\$147,640.00

EXPLANATION

The purpose of establishing this contract is to repair/replace the current ventilation system over the CSMS paint booth and update the preparation area. This update will add a fire suppression system within the ventilation system and add a media collection point. Currently the existing system does not comply with modern fire, life, safety (FLS) codes. This project will correct the deficiency and restore the paint booth to mission status. This activity will be of permanent construction and will extend the usable life of the facility

The Department of Military Affairs and Veteran Services solicited for these construction services by placing a Request for Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on June 3, 2025. Only one vendor submitted a bid. JBC Construction LLC was awarded this contract contingent upon Governor and Council approval.

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Executive Council
August 4, 2025
Page 2 of 2

This contract is in effect from the time of Governor and Executive Council approval through November 28, 2025.

This contract includes a contingency line for the purpose of the Department of Military Affairs and Veterans Services to cover the cost of unanticipated expenses throughout the course of construction.

Funds to support the required Army National Guard Facilities Renovation are provided by the Federal Government and administered under an existing Federal-State Agreement. Under the Agreement, the State of New Hampshire - Department of Military Affairs and Veterans Services provides these services and the Federal Government reimburses the State for the costs related to the services at the rate of 100%. In the event that Federal Funds are not available for this contract, General Funds will not be used.

The Department of Military Affairs and Veterans 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.

Respectfully submitted,



David J. Mikolaities
Major General, NH National Guard
The Adjutant General

RFB#: DMAVS-2025-06

Name of RFB: NHARNG SMR CSMS Reno No.2

Number of Responses to RFB: One (1)

Contractor	Bid Amount	Rank
JBC Construction LLC	\$147,640.00	A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
BID FORM

BID POSTING

Date: 06/04/2025
Time: 3:00 PM EST
Subject: NHARNG SMR CSMS Reno # 2

BID CLOSING

Date: 06/30/2025
Time: 12:00 PM EST

CONTRACT PRICE

Numerical Bid \$ 137,640.00
Verbal Bid One Hundred Thirty-Seven Thousand Six Hundred Forty Dollars

*Allowance for unforeseen conditions
and/or Owner initiated Changes* \$ 10,000.00
Ten Thousand Dollars

TOTAL BID AMOUNT

Numerical Bid \$ 147,640.00
Verbal Bid One Hundred Forty-Seven Thousand Six Hundred Forty Dollars

VENDOR CONTACT INFORMATION:

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

<u>Dan Callahan</u>	<u>603-965-5262</u>	<u></u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>Dan.callahan@comcast.net</u>	<u>www.JBC-ConstructionNH.com</u>	<u></u>
E-mail Address	Company Website	

Vendor Company Name: JBC Construction LLC

Vendor Address: P.O. Box 107 Londonderry, N.H. 03053

PROJECT LOCATION(S):

NH Army National Guard
1 Minuteman Way
Concord, NH 03301

Contractor Initials 

Date 6/30/25

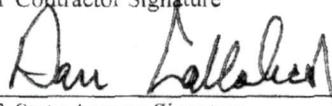
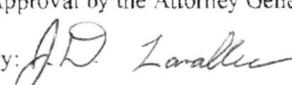
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Military Affairs and Veteran Services		1.2 State Agency Address 4 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name JBC Construction (VC#:298573)		1.4 Contractor Address P.O. Box 107 Londonderry NH. 03053	
1.5 Contractor Phone Number (603)965-5262	1.6 Account Unit and Class 10-12-12-22450000-103-500736	1.7 Completion Date 11/28/2025	1.8 Price Limitation Not to Exceed \$147,640.00
1.9 Contracting Officer for State Agency Nicole Desilets-Bixler		1.10 State Agency Telephone Number (603) 225-1302	
1.11 Contractor Signature  Date: 7/19/2025		1.12 Name and Title of Contractor Signatory Click or tap here to enter text. Dan Lallabed / MEMBER	
1.13 State Agency Signature  Date: 8/16/2025		1.14 Name and Title of State Agency Signatory Deputy Adjutant General	
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:  On: 8/28/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
 Date: 7/19/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials 
Date 7/18/2025

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials 
Date 7/19/2025

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: NHARNG CSMS Reno #2

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
2. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment, or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment, or materials, is placed in satisfactory condition.
3. **General Provisions** are amended as follows:
 - a. **Provision 14. INSURANCE:** *Add* the following sub-sub-part:

"14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability."
4. *Add* the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement:

CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the Contract price conditioned upon the performance by the Contractor of all undertakings,

covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor.

ACCESS TO RECORDS

The contractor shall grant access to any books, documents, papers, and records that are directly pertinent to this contract, to enable and support audits, examinations, excerpts, and transcriptions to the following entities and their duly authorized representatives:

- (1) The State of New Hampshire
- (2) The Federal Awarding Agency to include the Inspector General
- (3) The Comptroller General of the United States

RECORDS RETENTION

Between the Effective Date and three (3) years after the Completion Date, as often as the State, DMAVS or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include but are not limited to invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

NONDISCRIMINATION

The contractor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the contractor's performance under this agreement. Accordingly, and to the extent applicable, the contractor covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

WAGE RATE REQUIREMENTS (*construction, alteration, or repair contracts*)

For any contract in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, the contractor covenants and agrees to comply with the Davis- Beacon and Related Acts. The contractor further covenants and agrees to ensure compliance with the Davis-Beacon and Related Acts for any subcontract award under this contract. Under Davis-Beacon and Related Acts, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

LOBBYING

For any contract exceeding \$100,000.00, the contractor covenants and agrees to submit to the Department of Military Affairs and Veterans Services the certification and any disclosure forms regarding lobbying that are required under 31 U.S.C. 1352, as implemented by the DoD (NGB) at 32 CFR part 28.

- a. Nonprofit organizations described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968) may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If DMAVS determines that the nonprofit has engaged in lobbying activities, all payments under this and other contracts with the Department shall cease and the contract(s) shall be terminated unilaterally for material failure to comply with the provisions as outlined in this agreement.

DRUG FREE WORKPLACE

The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

ENVIRONMENTAL PROTECTION

- a. The contractor covenants and agrees that its performance under this Agreement shall comply with:
 - 1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

- 2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
 - 3) The Resources Conservation and Recovery Act (RCRA);
 - 4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - 5) The National Environmental Policy Act (NEPA);
 - 6) The Solid Waste Disposal Act
 - 7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR part 31;
 - 8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state, or local environmental regulation.
- b. In accordance with the EPA rules, the parties further agree that the contractor shall also identify to the DMAVS any impact this award may have on:
- 1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - 2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - 3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - 4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - 5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

- 6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

PURCHASE OF RECOVERED MATERIALS BY STATES OR POLITICAL SUBDIVISIONS OF STATES

If, for the execution of this contract, the Contractor purchases items designated in Environmental Protection Agency (EPA) regulations in 40 CFR part 247, Subpart B, the contractor covenants and agrees to comply with applicable requirements within those EPA regulations, which implement section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962).

FLY AMERICA REQUIREMENTS

The contractor covenants and agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the "Fly America" act), as implemented at 41 CFR 301-10.131 through 301-10.143 which provides that U.S. Government-financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier if such service is available.

- a. The contractor shall include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.

USE OF UNITED STATES FLAG CARRIERS

The contractor covenants and agrees to comply with the Department of Transportation regulations at 46 CFR 381.7(b) requiring at least 50 percent of equipment, materials, or commodities purchased or otherwise obtained with federal funds under cooperative agreement awards, and transported by ocean vessel, be transported on privately owned U.S. flag commercial vessels, if available.

DEBARMENT AND SUSPENSION

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts

to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files and shall be subject to audit by the grantor and Federal/State audit agencies.

INFRASTRUCTURE INVESTMENT AND JOBS ACT (“IIJA”)

The DMAVS covenants and agrees that it will not expend any funds appropriated by Congress unless all of the iron, steel, manufactured products, and construction materials used in projects undertaken for the Department are produced in the United States. rants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. The contractor covenants and agrees to utilize American made iron, steel, manufactured products, and construction materials for the completion of the work under this agreement. The contractor further agrees to notify the Contracting Officer” as used in this agreement shall mean the State’s Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement in the event that American materials are not available.

UNIFORM RELOCATION ASSISTANCE AND REAL PRPERTY ACQUISITION POLICIES

The DMAVS covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

COPELAND “ANTI-KICKBACK” ACT

The contractor covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For contracts in an among greater than \$100,000.00 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act that involve the employment of mechanics or laborers and is not a type of contract excepted under 40 U.S.C. 3701, the contractor covenants and agrees that it will comply with the clauses specified in the Department of Labor (DoL) regulations at 29 CFR 5.5(b) to require use of wage standards that comply with the Contract Work Hours and Safety Standards Act (40 CFR, Subtitle II, Part A, Chapter 37), as implemented by the

DoL at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". As applied to this contr, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)
for Fiscal Year (FY) 2019 (Public Law 115-232)**

The contractor covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the contractor's performance of this contract. The contractor further covenants and agrees that it will not subcontract any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

PROHIBITION ON CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

The contractor agrees and covenants that it will not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B – SCOPE OF SERVICES

SUBJECT: NHARNG SMR CSMS Reno # 2

The Exhibit B – (“ Scope of Services”) as stated in the contract (Form P-37) and related to the above referenced project, shall include all the information and requirements about the project that are derived from the project specifications (Exhibit B-Attachment 1), the authorized construction drawings/documents and clarification sketches (Exhibit B- Attachment 2) as well as any addendums.

PROJECT OVERVIEW:

Proposal to repair/replace the current ventilation system over the CSMS paint booth and update the preparation area. This update will add a fire suppression system within the ventilation system and add a media collection point. Currently the existing system does not comply with modern FLS codes. This project will correct the deficiency and restore the paint booth to mission status. This activity will be of permanent construction and will extend the usable life of the facility

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B – APPENDIX 1
SPECIFICATIONS

SUBJECT: NHARNG SMR CSMS Reno No.2

STATEMENT OF UNDERSTANDING

The Contractor clearly understands the following NHARNG SMR CSMS Reno No.2 Specifications and will meet all requirements specified herein.

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Initials: 
Date: 7/29/2025

GENERAL CONDITIONS

I. CONTRACT DOCUMENTS

- a. The Contract Documents consist of the Contract Agreement, General Conditions, and Supplementary General Conditions, Drawings and Specifications, including all Addenda issued prior to execution of the Contract; Bonds where required; insurance certificates; and subsequently thereto, Change Orders issued in accordance with the General Conditions.
- b. The Contract Documents shall be signed by the Department and the Contractor in as many original counterparts as may be mutually agreed. No Contract shall be considered as in effect until it has been fully executed by all of the parties thereto and the award concurred in by Governor and Council. If there is federal funding, it must also have the concurrence of the applicable Federal Agency having jurisdiction.
- c. 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 of New Hampshire. 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 herein, except with the approval of the Governor and Council.
- d. 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.
- e. Should the Contract Documents disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and or materials, unless specifically otherwise directed by written Addendum to the Contract.
- f. 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.
- g. 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.
- h. 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 revision prior to the date of receiving Bids, except where otherwise indicated.
- i. Where no explicit quality or standards for materials or workmanship is established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project in general.
- j. All manufactured articles, materials, and equipment shall be applied, 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.
- k. The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job. In case by scaling. Study and compare all the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his 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 Department.

- l. The Mechanical, Fire Protection (sprinkler) and Electrical Drawings, when provided, are diagrammatic only, and are not intended to show the exact physical locations or configurations of work. Such work shall be installed to clear all obstructions, permit proper clearances by coordinating his work with other trades, and present an orderly appearance where exposed.

2. ACCESS TO THE WORK

- a. The Contractor shall provide for access to the work for inspection by the Department and government officials having jurisdiction. The Consultant, Engineer, and officials of Local, State, and Federal Agencies in the case of such programs as they administer and their authorized representatives shall have access at all times to the work for inspection wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

3. CONTRACT ADMINISTRATION

- a. The Department shall determine the amount, quality, and acceptability and fitness of all parts of the work, shall interpret the Contract Documents, and any Change Orders, and shall decide all other issues in connection with the work. The Department shall have the authority to approve or order changes in the work that alter the terms or conditions of the Contract. The Department shall confirm in writing any oral order, direction, requirements, or determination.
- b. When a Federal Agency participates in the cost of the work covered by this Contract, the work shall be under the observation and inspection of the Department, but subject to the inspection and approval of the proper officials of the Federal Agency.

4. ACCIDENT PROTECTION

- a. 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 and any Subcontractors 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 his 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 and are set forth in the Federal Register. 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.

5. HAZARDOUS MATERIALS

- a. 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.
- b. 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 Department 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 Department and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

- c. 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 the Department so that a proper identification of the materials may be made and disposal procedures initiated as required.
- d. Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required disposing of these materials and any remedial work shall be performed under a Supplemental Agreement or Contract item, if included in the Contract.

6. SUBCONTRACTS

- a. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Department. The Divisions or 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.
- b. The Contractor shall be as fully responsible to the Department for the acts and omissions of Subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.
- c. The Contractor shall, without additional expense to the State, utilize the services of specialty Subcontractors, as required.
- d. The Department will not normally undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.
- e. 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 as regards terminating any subcontract that the Department may exercise over the Contractor under any provisions of the Contract Documents.
- f. Within fifteen (15) days after the award of the Contract, the Contractor shall submit a complete list of all of the Subcontractors setting forth in detail the work they will be responsible for. If a subcontractor is added during the construction process the Contractor will revise the list and resubmit to the Department.

7. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

- a. In case of any emergency that threatens loss or injury of property, and/or safety of life, the

Contractor shall act, without previous instructions from the Department, as the situation may warrant. He shall notify the Department thereof immediately thereafter. Any compensation claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Department and the amount of compensation shall be determined by agreement.

8. SEPARATE CONTRACTS

- a. The Department may award other Contracts in connection with the Project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors.

9. MUTUAL RESPONSIBILITY OF CONTRACTORS

- a. If the Contractor or any of his/her Subcontractors or employee's 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 Department shall notify the Contractor and/or their subcontractors, who shall indemnify and hold harmless the Department against any expenses or judgment arising there from.

10. PAYMENTS TO CONTRACTOR

- a. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate 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.
- b. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance.
- c. Immediately upon receipt of the Department Approved Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors and Suppliers have clear access.
- d. A five (5) percent retainage of the value of the work performed on each partial estimate will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.
- e. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.
- f. Retainage will be released at Final Payment.
 - i. After the Certificate of Substantial Completion has been issued, upon written application by

the Contractor and with the approval of the Surety, the Department **may** release a portion of the retained amount.

g. Payment for Material on Hand:

- i. 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.
- ii. 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 Department 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.
- iii. All material and work covered by partial payments made shall thereupon become the sole property of the Department, 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.

h. Payment for Material Not on Hand:

- i. The Department will not pay for products and or materials that have not been delivered and stored properly on the construction site.

i. Release of Claims:

- i. 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 Department 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.

j. Final Payment:

- i. Application for Final Payment received from the Contractor will be processed for payment not less than 60 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 change 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.

k. Acceptance of Final Payment Constitutes Release:

- i. 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 Department for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the

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

11. LIMITATION OF CONSTRUCTION OPERATIONS

- a. The normal working hours will be from 7:00 am until 3:30 pm M-F unless otherwise agreed in writing by the department.
- b. The contractor may be displaced at any time with no notice in the event of a military mission that takes priority over construction.
- c. In the State of New Hampshire, legal holidays occur on:
- d. New Year's Day
- e. Washington's Birthday
- f. Memorial Day Fourth of July
- g. Labor Day
- h. Veterans' Day
- i. Thanksgiving Day and Day After
- j. Christmas Day
- k. Whenever a holiday is observed on a Friday or a Monday. The Contractor shall be required to suspend work for three (3) calendar days.
- l. No work shall be performed on Saturday, Sundays, or legal holidays except in cases of emergency and upon permission of the Department.

12. CONTRACTOR'S TITLE TO MATERIALS

- a. 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 he has good title to all materials and supplies for which he accepts partial payment. 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.

13. CHANGES IN WORK

- a. The Department 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 this Contract and within the general scope thereof.
- b. The order shall stipulate the mutual agreed upon lump sum price, which shall be added to or deducted from the Contract Price. The Contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- c. The compensation herein provided shall be accepted by the Contractor as payment in full, including superintendence, bond, overhead, and profit, for extra work performed on a force account basis. 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 Department.

14. TAXES

- a. The Contractor shall 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.

15. PATENTS

- a. The Contractor shall hold and save the Department 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 manufactured or used in the performance of the Contract, including its use, unless otherwise specifically stipulated in the Contract Documents.

16. ASSIGNMENTS

- a. 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 Department and of all Sureties executing any Bonds on behalf of the Contractor if in connection with said Contract.

17. SUPERINTENDENCE BY CONTRACTOR

- a. The Contractor shall employ a competent Foreman or Superintendent, satisfactory to the Department, on the work site **at all times** to supervise the work in progress, with authority to act for him. The Contractor shall not change superintendents without permission from the Department and shall submit a request in writing with justification for such a change.
 - i. The superintendent shall be responsible for verifying that all materials, installation, coordination, and workmanship are in conformance with the contract documents.
 - ii. Unless the Department has granted prior written approval, the superintendent shall not, himself, engage in "hands on" construction work.
 - iii. 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 up to \$500.00 per day, in addition to any liquidated damages provided hereunder.

18. FAILURE TO COMPLETE WORK ON TIME

- a. 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 Section C below 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 Department and for reimbursing the Department 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 Department for such deficiency.
- b. If the Department 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 Department 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.
- c. The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>Original Contract Amount</u>		<u>Amount of Liquidated damages per day</u>
From more than:	to and including:	
0	25,000	\$200.00
25,000	50,000	\$300.00
50,000	100,000	\$400.00
100,000	500,000	\$500.00

19. SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- a. When the Contractor believes the project is substantially complete, they shall submit an application for substantial completion to the Department. The Contractor shall submit to the Department a list of items of work to be completed or corrected, accompanied by a cost value of these items. The Department will also provide a "punch List" of items to be completed based on their interpretation of the required finished product. The failure to include any items on 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 which determines that the work is substantially complete, a certificate of Substantial Completion shall be issued which will establish the Date of Substantial Completion and state the responsibilities of the Department and the Contractor for such as security, maintenance, heat, utilities, damage to the work and insurance, any other pertinent issues and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.
- b. If the Contractor fails to proceed to complete the items on the "punch list," then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Department 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.
- c. Upon written notice that the work is ready for final inspection and acceptance, the Department shall promptly make such inspection, and when they find the work acceptable under the Contract Documents and the Contract fully performed, the Contractor will be provided written notice to that effect. The Contractor shall provide all certificates and reports, as required, throughout the contract and shall coordinate their preparation and submission. Failure to submit such certificates and reports shall be considered default of contract.

20. TERMINATION OF CONTRACT WITH FAULT

- a. If the Contractor:
 - i. Fails to begin work under Contract within the time specified in the notice to proceed, or
 - ii. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work, or
 - iii. 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
 - iv. Discontinues the prosecution of the work, or
 - v. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so, or
 - vi. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or

- insolvency, or
 - vii. Fails to pay subcontractors and material/product suppliers, or
 - viii. Makes an assignment for the benefit of creditors, or
 - ix. For any other causes whatsoever, fails to carry on the work in an acceptable manner.
- b. The Department will give notice, in writing, to the Contractor and his Surety for such delay, neglect, and default for any item identified above.
- i. If the Contractor or Surety does not proceed in accordance with the Notice, then the Department will, upon the Contractor's failure to comply with such Notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Department may enter into an agreement for the completion of said Contract according to the terms and conditions thereof or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.
 - ii. 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.

21. TERMINATION OF CONTRACT WITHOUT FAULT

- a. Except in cases controlled by the preceding section, the Department, for any cause, including, but not limited to an order of any Federal authority or petition of the Contractor due to circumstances beyond his control may by written notice to the Contractor and the Surety terminate the Contract or any portion thereof subject to the Condition(s) i, ii, iii and iv provided below.
- b. Notwithstanding anything to the contrary contained in these condition, 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 the Department may, by written notice to the Contractor and Surety, immediately terminate this Contract in whole or in part in accordance with the following conditions:
 - i. 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 or (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.
 - ii. 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.
 - iii. 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.

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

22. ASSIGNMENT PROVISION

- a. The Contractor hereby agrees that it will assign to the Department 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 or contracts in restraint of trade which affect the price of goods or services obtained by the Department under this Contract, if so requested by the Department.

END OF SECTION

PRICE AND PAYMENT PROCEDURES

1. REQUISITION FOR PAYMENT

- a. Submit one copy of each application on the AIA Application and Certificate for Payment G702 and Continuation sheet G703 or another document/form that has been previously approved by the Department.
- 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 the General Conditions.
- e. Submit with transmittal letter to the attention of the project Architect/Engineer for review and approval.
- f. Substantiating Data: When the Department requires substantiating information, submit data justifying dollar amounts in question.

2. SCHEDULE OF VALUES

- a. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702 or approved equal. (See item 1.A above)
- b. Submit Schedule of Values within 15 days after date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- c. Format: Utilize Table of Contents of these specifications. Identify each line item with number and title of major specification section. Identify bonds, insurance, general conditions, allowances etc.
- d. Include a separate line item for closeout to include record drawings, owner's manuals, and other pertinent information due to the Department.
- e. Include a separate line item for the amount of each Allowance and Alternates specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- f. Revise schedule to list approved Change Orders, with each Requisition or Payment.

3. UNIT PRICES

- a. Authority: Measurement methods are delineated in individual specification sections.
- b. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- c. Take measurements and compute quantities. Architect/Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment
 - i. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- d. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services, and incidentals; erection, application or installation of item of the Work; overhead and profit,

- e. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- f. Measurement of Quantities: Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- g. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- h. Measurement by Area: Measured by square dimension using mean length and width or radius.
- i. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
- j. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

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 Department 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 Department may issue a Proposal Request including a detailed description of proposed changes with supplementary or revised Drawings and specifications, with or without 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 Department, 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 Department. Submit the breakdown of the following items on a Department Change Order Form for review and approval by the Department:
 - i. 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.
 - ii. In addition to the above indirect costs the General Contractor shall be allowed the following markups:
 - a. Twenty percent (20%). Said twenty percent (20%) shall be all inclusive for overhead, supervision, and profit for Work performed by the General Contractor.
 - b. Ten percent (10%) on that part of work performed by all Subcontractors.
 - iii. On any change that involves a net credit to the State, no allowance for overhead, supervision and profit shall be figured.

- iv. Contractor shall provide back-up information for all change order pricing.
- v. 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 Department may issue a directive instructing the Contractor to proceed with changes in the Work, for subsequent inclusion in a 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 Department will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
 - i. 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.
- i. 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:
 - i. The Department reviews cost for Change in Work. If needed the Department will request additional items, back-up information, and request any possible changes or clarifications.
 - ii. Contractor can proceed with Change Order Work with direction from the Department.
 - iii. Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
 - iv. Fully signed and executed Change Order is issued by the Department to the Consultant and Contractor.
- j. Correlation Of Contractor Submittals:
 - i. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - ii. 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.
 - iii. Promptly enter changes in Project Record Documents.

5. DEFECT ASSESSMENT

- a. Any work or materials found to be defective or not in compliance with the plans and specifications in the determination of the Department shall be handled in the following manner.
- b. Replace the Work, or portions of the Work, not conforming to specified requirements.
- c. If, in the opinion of the Department, it is not practical to remove and replace the Work, the Department will direct appropriate remedy or adjust payment.

- d. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of the Department.
- e. Defective Work will be repaired to instructions of and acceptance by the Department and unit sum/price will be adjusted to new sum/price at discretion of the Department.
- f. Authority of the Department to assess defects and identify payment adjustments, is final.
- g. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - i. Products wasted or disposed of in a manner that is not acceptable.
 - ii. Products determined as unacceptable before or after placement.
 - iii. Products not completely unloaded from transporting vehicle.
 - iv. Products placed beyond lines and levels of required Work.
 - v. Products remaining on hand after completion of the Work.
 - vi. Loading, hauling, and disposing of rejected products.

6. ALTERNATES

- a. Alternates quoted on Proposal Forms will be reviewed and accepted or rejected at the Department's discretion. Accepted Alternates will be identified in the Department -Contractor Agreement.
- b. Coordinate related work and modify surrounding work.

7. ALLOWANCES

- a. Allowances: If included in the Contract, a stipulated amount of funding for use only upon the Department's instruction. An allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, unforeseen conditions, for unknown, latent, or differing existing conditions, for testing of hazardous materials or for the removal of hazardous materials, asbestos, lead, mercury, sealant etc. that are encountered by construction
- b. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from an Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- c. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Department: The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- d. Notwithstanding the Contractor's objection, the Department may at any time reduce the funds remaining in the Allowance by Change Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the Department.

8. TESTING AND INSPECTION

- a. Testing and Inspecting: Cost to engage testing and inspecting agency; execution of tests and inspecting; and reporting results are to be paid by the Contractor.
- b. Testing as required by plan and specification shall be performed by an independent certified testing agency that may not be a subsidiary or employee of the Contractor.

- c. Contractor shall make all testing information readily available to the Department for review before proceeding to the next phase of any such tested work.

END OF SECTION

SUBMITTAL PROCEDURES

1. SUBMITTAL PROCEDURES

- a. Submittals shall be made for all materials to be used in construction of the project for review and acceptance of the Department PRIOR to installation of said materials.
- b. The word "Submittals" shall include all products and materials that will become part of the finished product whether or not they are specified in the construction documents. This shall also include any shop drawings that need to be approved for any kind of layout of installation. (i.e.: Rebar, steel fabrication, etc...)
- c. Shop drawings will be reviewed for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents.
- d. Contractor to indicate any special utility and/or electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances on shop drawings as applicable.
- e. Transmit each submittal electronically via e-mail with a cover sheet and all pertinent information for review to the Department and the Department's Consultant simultaneously. Schedule submittals to expedite the Project.
- f. Sequentially number transmittal forms and separate items logically. Mark revised submittals with original number and sequential alphabetic suffix.
- g. Identify Project, Contractor, subcontractor and supplier, pertinent drawing and detail number, and specification section number, appropriate to submittal.
- h. 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.
- i. For each submittal for review, allow 14 days excluding delivery time to and from Architect, Engineer and the Department and Contractor.
- j. The Department and the Department's Consultant will review submittals and coordinate return of same to the Contractor.
- k. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- l. Allow space on submittals for Contractor and Architect or Engineer review stamps.
- m. When revised for resubmission, identify changes made since previous submission.
- n. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- o. Work shall not begin until submittal items have been approved and returned to General Contractor by the Department.
- p. Contractor shall keep a binder on site of all approved submittals for review by the Department and their consultants at any time during construction.

2. CONSTRUCTION PROGRESS SCHEDULES

- a. Submit initial schedule at Preconstruction Meeting.

- b. Submit revised Progress Schedules with each Application for Payment.
- c. Distribute copies of revised 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 section of Work, identifying first work day of each week.

3. SAMPLES

- a. Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- b. Samples For Selection as specified in individual specification sections or as noted on plans:
 - i. Submit to the Department for aesthetic, color, or finish selection.
 - ii. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for the Department and Architect/Engineer selection.
- c. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices, Coordinate sample submittals for interfacing work.
- d. Include identification on each sample with full Project information.
- e. Submit number of samples specified in individual specification sections; the Department will retain one sample and Architect or Engineer will retain one sample.
- f. Reviewed samples which may be used in the Work are indicated in individual specification sections.

4. TEST REPORTS

- a. Submit for Department and Architect and Engineer's knowledge as required per plans or individual specification sections.
- b. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

5. CERTIFICATES

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

6. MANUFACTURER'S INSTRUCTIONS

- a. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Department in quantities specified for Product Data.

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

7. CONSTRUCTION PHOTOGRAPHS

- a. Provide photographs of site and construction throughout progress of Work.
- b. Contractor will **NOT** take any photographs of military personnel or equipment.
- c. Contractor will **NOT** use any project photographs for any reason other than stated in this section without prior written consent of the Department.
- d. Each month submit photographs with Application for Payment.
- e. Photographs: Submit digital images via email.
- f. In addition to progress photos, contractor is to take four site photographs from differing directions and four interior photographs of each building area indicating relative progress of the work, five days maximum, prior to submitting.
- g. Take photographs as evidence of existing project conditions.
- h. Identify each image, identify name of Project, orientation of view, date, and time of view.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

1. TEMPORARY ELECTRICITY

- a. The Department will pay cost of energy used. Exercise measures to conserve energy.
- b. Provide temporary electric feeder from existing building electrical service at location as directed by the Department.
- c. Complement existing power service capacity and characteristics as required for construction operations.
- d. Provide power outlets, with branch wiring and distribution boxes located at each floor, as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.
- e. Provide main service disconnect and over-current protection at convenient location.
- f. Permanent convenience receptacles may be utilized during construction.

2. TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- a. Provide and maintain lighting for construction operations.
- b. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- c. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtailed, and lamps for specified lighting levels.
- d. Maintain lighting and provide routine repairs.
- e. Permanent building lighting may be utilized during construction.

3. TEMPORARY HEATING

- a. Provide and pay for any temporary heating devices and cost of heat as needed to maintain specified conditions for construction operations.
- b. Enclose building prior to activating temporary heat.
- c. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated, and filters are in place.
- d. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- e. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in product sections.

4. TELEPHONE SERVICE

- a. Provide, maintain, and pay for telephone service to the field office.

5. WATER SERVICE

- a. The Department will pay cost of temporary water used. Exercise measures to conserve energy. Utilize Department's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
- b. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

6. TEMPORARY SANITARY FACILITIES

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

7. FIELD OFFICES AND SHEDS

- a. Do not use existing facilities for field offices or for storage.
- b. Provide Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors. Maintain during progress of Work; remove at completion of Work.
- c. Storage Areas and Sheds: Size to storage requirements fill products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products.
- d. Maintenance and Cleaning: Maintain approach walks free of mud, water, and snow.
- e. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

8. VEHICULAR ACCESS

- a. Provide unimpeded access for emergency vehicles. Maintain 20 feet (6 m) wide driveways with turning space between and around combustible materials.
- b. Provide and maintain access to fire hydrants and control valves free of obstructions.
- c. Provide means of removing mud from vehicle wheels before entering streets.
- d. Use designated existing on-site roads for construction traffic.

9. PARKING

- a. Parking for contractor and sub-contractors only in areas as directed by the department.

10. PROGRESS CLEANING AND WASTE REMOVAL

- a. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- b. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

11. PROJECT IDENTIFICATION

a. Project Identification Sign:

- i. One painted sign of construction and design as shown in sample attached to end of specification section. One painted sign, 32 sq ft ([3 sq m) area, bottom [6 feet (2 m) above ground.
- ii. Content: Specific information to be determined after Award of Contract.
 - a) Project [number] title, [logo] and name of State Entity as indicated on Contract Documents.
 - b) Names Governor.
 - c) Names the Department.
 - d) Names and titles of Architect/Engineer.
 - e) Name of Prime Contractor [and major Subcontractors].

- f) Contract Amount.
- g) Legislation that authorized project.
- h) Graphic Design, Colors, Style of Lettering: As shown in attached sample at end of specification section.
- i) Lettering: Typeface - Times New Roman, Universe, Arial or CG Omega.
- b. Finishes and Painting: Adequate to withstand weathering, fading and chipping for duration of construction.
- c. Sign Materials:
 - i. Structure and Framing: New wood or metal, structurally adequate.
 - ii. Lettering: Exterior quality paint, contrasting colors as selected.
- d. Installation:
 - i. Install project identification sign prior to start of construction.
 - ii. Erect at location of high public visibility adjacent to main entrance to site.
 - iii. Erect supports and framing on secure foundation, rigidly braced, and framed to resist wind loadings.
 - iv. Install sign surface plumb and level, with butt joints. Anchor securely.
 - v. Paint exposed surfaces of sign, supports, and framing.

12. BARRIERS

- a. Provide barriers to prevent unauthorized entry to construction areas to allow for the Department's use of the site and facility, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- b. Provide protection for plants designated to remain. Replace damaged plants.
- c. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

13. ENCLOSURES AND FENCING

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

14. SECURITY

- a. Security Program:
 - i. Protect new Work and existing premises from theft, vandalism, and unauthorized entry.
- b. Entry Control.
 - i. Restrict entrance of persons and vehicles into Project site and existing facilities,
 - ii. Allow entrance only to authorized persons with proper identification.
 - iii. Maintain log of workers and visitors, make available to Department on request.

- iv. Coordinate access of Department personnel to site in coordination with Department security forces.
- c. Personnel Identification
 - i. Maintain list of accredited persons, submit copy to Department on request.
 - ii. A driver's license or other acceptable positive identification will be required.

15. WATER CONTROL

- a. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- b. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

16. DUST CONTROL

- a. Execute Work by methods to minimize raising dust from construction operations.
- b. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- c. After completion of work, clean all interior work surfaces.

17. EROSION AND SEDIMENT CONTROL

- a. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas, prevent erosion and sedimentation.
- b. Minimize surface area of bare soil exposed at one time.
- c. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.
- d. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- e. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

18. POLLUTION CONTROL

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

19. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- a. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment.
- b. Remove underground installations. Grade site as indicated on Drawings.
- c. Clean and repair damage caused by installation or use of temporary work.
- d. Restore existing facilities used during construction to original condition.

END OF SECTION

EXECUTION REQUIREMENTS

1. 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 the Department review.
- 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.

2. FINAL CLEANING

- a. Execute final cleaning prior to final project assessment.
- b. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- c. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned. Clean new light fixtures free from dust, dirt and fingerprints.
- d. Replace filters of operating equipment.
- e. Clean debris from roofs, roof drains, downspouts, and drainage systems.
- f. Clean site, sweep paved areas, rake landscaped surfaces.
- g. Remove waste and surplus materials, rubbish, and construction facilities from site.

3. STARTING OF SYSTEMS

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

4. DEMONSTRATION AND INSTRUCTIONS

- a. Demonstrate operation and maintenance of products and equipment to Department personnel prior to date of Substantial Completion at mutually agreed time.
- b. For equipment or systems requiring seasonal operation, schedule and perform demonstration for other season within six months with department personnel.

- c. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with the Department personnel in detail to explain all aspects of operation and maintenance.
- d. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- e. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- f. Required instruction time for each item of equipment and system is specified in individual sections.

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.

6. PROJECT RECORD DOCUMENTS

- a. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - i. Drawings.
 - ii. Specifications.
 - iii. Addenda.
 - iv. Change Orders and other modifications to the Contract.
 - v. Reviewed Shop Drawings, Product Data, approved submittals and Samples.
 - vi. Manufacturer's instruction for assembly, installation, and adjusting.
- b. Ensure data is complete and accurate, enabling future reference by the Department.
- 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:
 - i. Manufacturer's name and product model and number.
 - ii. Product substitutions or alternates utilized.
 - iii. Changes made by Addenda and modifications.
- f. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - i. Measured depths of foundations in relation to finish floor datum.
 - ii. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

- iii. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- iv. Field changes of dimension and detail.
- v. Details not on original Contract drawings.
- vi. Contractor to provide record drawings in AutoCAD or Revit format compatible with current Department software as well as in PDF format.
- vii. Contractor to supply two (2) full size paper sets of record drawings to Department.
- g. Submit documents to the Department prior to final payment and release of retainage.

7. OPERATION AND MAINTENANCE DATA

- a. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers. (2 complete copies of all materials required.)
- 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. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - i. Part I: Directory, listing names, addresses, and telephone numbers of Architect/Engineers), Contractor, Subcontractors, and major equipment suppliers.
 - ii. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a) Significant design criteria.
 - b) List of equipment.
 - c) Parts list for each component.
 - d) Operating instructions.
 - e) Maintenance instructions equipment and systems.
 - f) Maintenance instructions for special finishes, including recommended cleaning methods, materials and schedules, and special precautions identifying detrimental agents.
 - iii. Part 3: Project documents and certificates, including the following as required:
 - a) Shop drawings and product data.
 - b) Air and water balance reports.
 - c) Certificates.
 - d) Originals and Photocopies of warranties and bonds.

8. MANUAL FOR MATERIALS AND FINISHES

- a. Submit one copy of preliminary draft or proposed formats and outlines of contents before start of Work. The Department 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 the Department, submit documents within ten days after acceptance.

- c. Submit one copy of completed volumes prior to Substantial Completion. Draft copy be reviewed and returned 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.

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 the Department, submit documents within ten days after acceptance.
- c. Submit one copy of completed volumes 15 days prior to Substantial Completion. Draft copy shall 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. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed and/or by label machine.
- g. Include color coded wiring diagrams as installed.
- h. Operating Procedures: Include stall-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- i. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- j. Include servicing and lubrication schedule, and list of lubricants required.
- k. Include manufacturer's printed operation and maintenance instructions.
- l. Include sequence of operation by controls manufacturer.

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

10. PRODUCT WARRANTIES AND PRODUCT BONDS

- a. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after Substantial Completion. All warranties start dates shall be the Substantial Completion Date if project is phased all warranties to start at the date of Substantial Completion of each phase.
- b. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- c. Verify documents are in proper form, contain full information, and are notarized.
- d. Co-execute submittals when required.
- e. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- f. Submit prior to final Application for Payment.
- g. Time Of Submittals:
 - iv. For equipment or component parts of equipment put into service during construction with State's permission, submit documents within ten days after acceptance.
 - v. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - vi. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date or acceptance as beginning or warranty or bond period.

11. 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 the Department.

12. GUARANTEE OF WORK

- a. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the Date of Substantial Completion of the work.
- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department, 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 Department and at his own expense:
 - i. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.
 - ii. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Department 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.
 - iii. 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 Department 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 Department may have the defects corrected and the Contractor and his/her Surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the term of this paragraph during the first year of the life of such special guarantee.
- f. Failure to adhere to guarantee terms may result in suspension or barring from the prequalification list, or, alternatively, the requirement of a Letter of Credit or other guaranty equal to a percentage of the Contract amount.

END OF SECTION

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B – APPENDIX 2
DRAWINGS & PROJECT MANUAL

SUBJECT: NHARNG SMR CSMS Reno No.2

STATEMENT OF UNDERSTANDING

The Contractor clearly understands the following NHARNG SMR CSMS Reno No.2 Drawings and Project Manual and will meet all requirements specified herein.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT C
CONTRACT PRICE**

SUBJECT: NHARNG SMR CSMS Reno # 2

CONTRACT PRICE

The Department of Military Affairs and Veterans Services will pay the Contractor a maximum total of \$147,640.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

The undersigned, having carefully examined the specifications for the referenced services, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Contract price:	<u>\$ 137,640.00</u>
Allowance for unforeseen conditions and/or owner-initiated changes:	<u>\$ 10,000.00</u>
Total contract price:	<u>\$ 147,640.00</u>

TERMS AND METHOD OF PAYMENT

1. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate 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.
2. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance.
3. Immediately upon receipt of the Department Approved Monthly Requisition for Payment, Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors and Suppliers have clear access.
4. A five (5) percent retainage of the value of the work performed on each partial estimate will be

deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.

5. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.
6. 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 Department **may** release a portion of the retained amount.
7. 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 Department 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 Department, 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.
8. Payment for Material not on hand:
 - a. The Department will not pay for products and or materials that have not been delivered and stored properly on the construction site.
9. 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 Department, 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. Final Payment:

- a. Application for Final Payment received from the Contractor will be processed for payment not less than 60 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 change 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.

11. 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 Department for all things done or furnished in connection with this work. No payment, however final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

Invoices will be submitted by the contractor to:

Department of Military Affairs and Veterans Services
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT D
ENVIRONMENTAL MANAGEMENT SYSTEM
NOTICE FOR CONTRACTORS AND CONTRACTOR EMPLOYEES**

SUBJECT: NHARNG SMR CSMS Reno # 2

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations.

The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Workstations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy.
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS.
- Contractors are responsible for knowing the environmental impacts of their services and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Workstations:

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Contact Information:

The Department of Military Affairs and Veterans Services Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)
NHNG Green Procurement Plan
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation,
Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan