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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

David J. Mikolaitics, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Erin M. Zayac
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

April 8, 2019

His Excellency Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1). The Adjutant General's Department respectfully requests approval to enter into a contract with JBC Construction, LLC (vc #298573), P. O. Box 107, Londonderry, New Hampshire 03053, in an amount not to exceed \$154,950.00, for the purpose of modernizing and renovating the Army Aviation Support Facility (AASF), 26 Regional Drive, Concord, New Hampshire, for the period of Governor and Council approval through July 31, 2019. **100% Federal Funds.**

2). Further authorize that a contingency in the amount of \$13,600.00 be approved for unforeseen conditions and/or owner-initiated changes for the construction, bringing the total to \$168,550.00. **100% Federal Funds.**

Funds are available in the SFY 2019 and operating budget as follows:

02-12-12-120010-22450000 – ADJUTANT GENERAL – Army Guard Facilities	
103-500736 – Contracts for Op Services – Contract Repairs; Bldg-Grounds	<u>FY 2019</u> \$154,950.00
103-500736 – Contingency	<u>\$ 13,600.00</u>
TOTAL	\$168,550.00

His Excellency Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

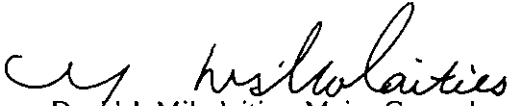
This project will modernize and renovate the Army Aviation Support Facility Flight Operations Center. The plans include new millwork and flooring, upgraded lighting, heating and cooling and ventilation in flight operations and the night vision testing/storage room along with increasing the data and power outlets to allow for the use of all of the required equipment.

The chosen vendor was identified by placing a legal notice in the Union Leader on February 26, 27 and 28, 2019, and by distributing 12 requests for bid, as well as advertising on the Administrative Services website. Seven (7) bids were received with JBC Construction, LLC submitting the qualified low bid.

The federal funds to pay for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for this Agreement in Federal Fiscal year 2019. Execution under this Agreement for future year activities is subject to the availability of federal funding. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,


David J. Mikolaitics, Major General
The Adjutant General



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THE ADJUTANT GENERAL'S DEPARTMENT**

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STATE MILITARY RESERVATION
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BID SUMMARY
Army Aviation Support Facility (AASF) Operations Renovations
26 Regional Drive
Concord, NH 03301

A Request for Bid was advertised in February of 2019 for these services in the Manchester Union Leader, as well as on the Administrative Services website from February 22 through March 13, 2019.

Requests for Bids were also distributed via email to 12 different vendors.

The following companies submitted bids:

Company	Bid	Add'l Allowance	Total
JBC Construction LLC	\$154,950.00	\$13,600.00	\$168,550.00
Cobb Hill Construction	\$169,406.00	\$13,600.00	\$183,006.00
Brookstone Builders	\$169,551.00	\$13,600.00	\$183,151.00
Schroeder Construction Management, Inc.	\$182,898.00	\$13,600.00	\$196,498.00
Broadview Construction	\$183,257.00	\$13,600.00	\$196,857.00
Paxor Construction	\$195,000.00	\$13,600.00	\$208,600.00
Mark Carrier Construction	\$224,739.00	\$13,600.00	\$238,339.00

JBC Construction, LLC submitted the qualified low bid.

Respectfully submitted,


Jeanette Patten
Procurement Technician



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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April 5, 2019

JBC Construction, LLC
P. O. Box 107
Londonderry, NH 03053

PREVAILING WAGES

Position Title	Hourly Wage
Carpenter	\$25.00

Sincerely,


Jeanette Patten
Procurement Technician

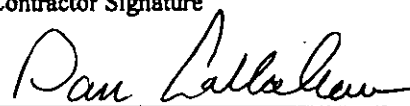
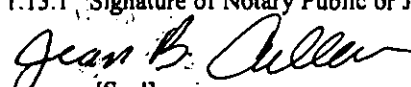
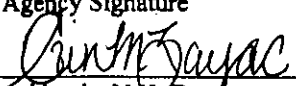
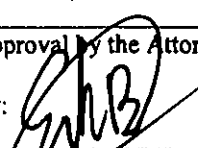
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name JBC Construction LLC		1.4 Contractor Address P. O. Box 107, Londonderry, NH 03053	
1.5 Contractor Phone Number (603) 965-5262	1.6 Account Number 010-012-22450000-103-500736	1.7 Completion Date July 31, 2019	1.8 Price Limitation NTE \$168,550.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dan Callahan - Member	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>MARCH 29, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jean B. Callahan - Contract Administrator		JEAN B. CALLAHAN, Notary Public My Commission Expires October 3, 2023	
1.14 State Agency Signature  Date: <u>4/8/19</u>		1.15 Name and Title of State Agency Signatory Erin M. Zayac, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/16/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT
EXHIBIT A – SERVICES

PROJECT NAME: AASF Operations Renovations

The Exhibit A – (“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, the authorized construction drawings/documents and clarification sketches as well as any addendums.

PROJECT OVERVIEW:

This project will modernize and renovate the Army Aviation Support Facility (AASF) Flight Operations Center. The plans include new millwork and flooring, upgrading lighting, heating, cooling and ventilation in flight operations and the night vision testing/storage room along with increasing the data and power outlets to allow for the use of all the required equipment.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

**SUBJECT: AASF Operations Renovations
26 Regional Drive
Concord, NH 03301**

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$168,550.00. 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:	\$ 154,950.00
Allowance for unforeseen conditions And/or owner-initiated changes:	\$ <u>13,600.00</u>
Total contract price:	\$ 168,550.00

Terms and Method of Payment

The Contractor shall submit invoices to the State on a monthly basis as the work is completed. The State shall pay such invoices within 30 days of receipt upon acceptance and approval by the Adjutant General's Department.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: CFMO Projects

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 authorized representative. The CFMO will assign project managers at the departments' sole discretion to act as the authorized representative.
2. **General Provisions** are amended as follows:
 - a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a member of the National Guard or a federal employee of the National Guard."

- b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State 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 invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

- c. **Provision 14. INSURANCE AND BOND:** *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.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and NGR 5-1, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee 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 Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 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.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements 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 Grantee 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 thereunder;
- (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 (SWDA));
- (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 Grantee shall also identify to the awarding agency (NGB) 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).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply 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 this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state 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 state 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.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, 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.

**Environmental Management System
Notice for Contractors and Contractor employees**

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 Work Stations

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; and
- 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 Work Stations

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

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. 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

GENERAL CONDITIONS

1. 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:
 - a. New Year's Day
 - b. Washington's Birthday
 - c. Memorial Day Fourth of July
 - d. Labor Day
 - e. Veterans' Day
 - f. Thanksgiving Day and Day After
 - g. Christmas Day
 - h. Whenever a holiday is observed on a Friday or a Monday. The Contractor shall be required to suspend work for three (3) calendar days.
 - i. 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 Department has determined the work to be substantially complete, he shall promptly notify the Contractor. Upon notification, 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 of such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Department which determines that the work is substantially complete, a certificate of Substantial Completion shall establish the Date of Substantial Completion and state the responsibilities of the Department and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, 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, a Certificate of Final Payment will be issued. 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 two copies 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

SECTION 01 33 00

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 on compact discs.
- 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. Complement existing power service capacity and characteristics as required for construction operations.
 - C. 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.
 - D. Provide main service disconnect and over-current protection at convenient location.
 - E. 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 and maintain lighting to interior work areas after dark for security purposes.
 - D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.
 - E. Maintain lighting and provide routine repairs,
 - F. Permanent building lighting may be utilized during construction.

3. TEMPORARY HEATING
 - A. Existing building heating system may be used during construction. Exercise measures to conserve energy.
 - B. Provide and pay for any temporary heating devices and cost of heat as needed to maintain specified conditions for construction operations.
 - C. Enclose building prior to activating temporary heat.
 - D. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place,
 - E. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
 - F. 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. TEMPORARY COOLING
 - A. Existing building cooling system may be used during construction. Exercise measures to conserve energy.
 - B. Provide and pay for temporary cooling devices and cost of cooling as needed to maintain specified conditions for construction operations. Enclose building prior to activating temporary cooling.
 - C. Prior to operation of permanent equipment for temporary cooling purposes, verify

installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed pans.

- D. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.

5. TEMPORARY VENTILATION

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

6. TELEPHONE SERVICE

- A. NHARNG phone systems may not be utilized by contractor.

7. 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.

8. TEMPORARY SANITARY FACILITIES

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

9. 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.

10. VEHICULAR ACCESS

- A. Contractor may load and unload vehicles and equipment at the closest practical entrance to the work area. Doors may not be propped.
- B. All construction vehicles not actively being used will be parked in the lot outside the secure perimeter to the facility.

- C. Provide unimpeded access for emergency vehicles. Maintain 20 feet (6 m) wide driveways with turning space between and around combustible materials.
- D. Provide and maintain access to fire hydrants and control valves free of obstructions.
- E. Use designated existing on-site roads for construction traffic.

11. PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

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 barricades and covered walkways required by authorities having jurisdiction for public rights-of-way land for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

13. ENCLOSURES AND FENCING

- A. Interior Enclosures:
 - i. Provide temporary partitions and ceilings as indicated on Drawings to separate work areas from Department occupied areas, to prevent penetration of dust and moisture into Department occupied areas, and to prevent damage to existing materials and equipment.
 - ii. Construction: Framing with reinforced polyethylene and plywood sheet materials with closed joints and scaled edges at intersections with existing surfaces.

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. 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.

16. 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

SECTION 01 70 00

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 finger prints.
- 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, trouble-shooting, 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. TESTING, ADJUSTING AND BALANCING
- A. Contractor will appoint and employ services of independent firm to perform testing, adjusting and balancing of systems and equipment.
 - B. Independent firm will perform services specified.
 - C. Reports will be submitted by independent firm to the Department indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.
6. 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.
7. 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 three (3) full size paper sets of record drawings to Department.
- G. Submit documents to the Department prior to final payment and release of retainage.
8. 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 1: 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.

9. 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.

10. 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, shut-down, 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.

11. SPARE PARTS AND MAINTENANCE PRODUCTS

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

12. 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:

- i. For equipment or component parts of equipment put into service during construction with State's permission, submit documents within ten days after acceptance.
- ii. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- iii. 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.¹

13. CLEAN AIR CERTIFICATION

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

14. 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.

15. 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

3/8/19

RFB ADJ GEN 2019-06 AASF Flight Operations Renovations Questions and Answers

NHARNG responses in RED

ENG Responses in GREEN

- 1) The demo drawings nor the specifications call the existing VCT flooring to be removed. The drawing says "VCT to remain" (Patch and match as required)
VCT flooring to be removed in areas receiving new flooring (rubber and carpet tile) as indicated on sheet A1.3
- 2) Are we going over the existing VCT flooring with the new rubber flooring? Or, are we to demo out the existing VCT flooring to receive the new rubber flooring in the operations room 201?
Please advise.
See Response to question #1 above
- 3) Who is to provide marker boards? It shows on the drawings that the existing marker board is to be relocated. There is also a note on the drawings that there is a new 48" x 96" marker board. Is this furnished by you? There are no specifications on them. Please advise.
NHARNG to provide board.
- 4) I noticed in Section 00 21 13 Instructions to Bidders Page 2 – 2D it states the following:

‘Bids with the bid guarantee shall be enclosed in a sealed envelope that shall be marked and addressed as requested in the "Invitation to Bid."’

I did not see anywhere else in the documents a request for a Bid Bond. Is one required and if so how much?

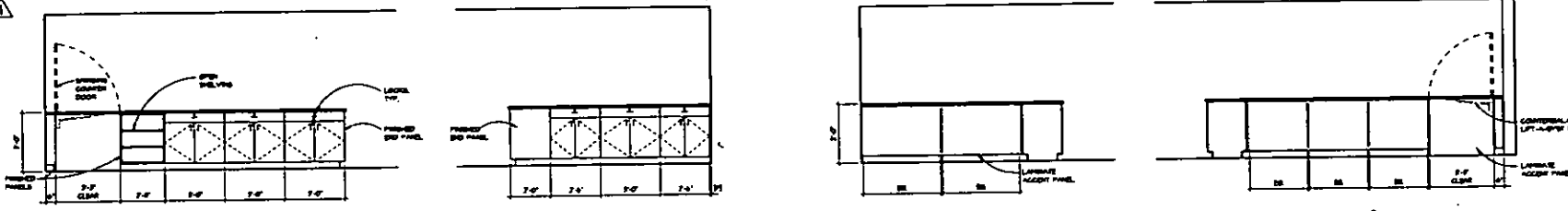
There is no bid bond on this job.

- 5) We would like to revisit the site to field verify a couple of items. Please advise of a convenient date and time if this is possible.
Monday March 11th at 10am
- 6) Will you be issuing the names of the sub-trade contractors that attended the pre-bid site visit?
Harry-o electric, All-Temp HVAC, TJI Electric, Norman Vaillancourt plumbing and heating
- 7) Will there be a final set of stamped permit documents provided in order to obtain all trade permits?
Yes.
- 8) Can the passenger elevator be used for transporting demo and daily debris, tooling, equipment and material to and from the second floor?
Yes, contractor will be responsible for keeping it clean
- 9) Are there any prevailing wage requirements?
No.

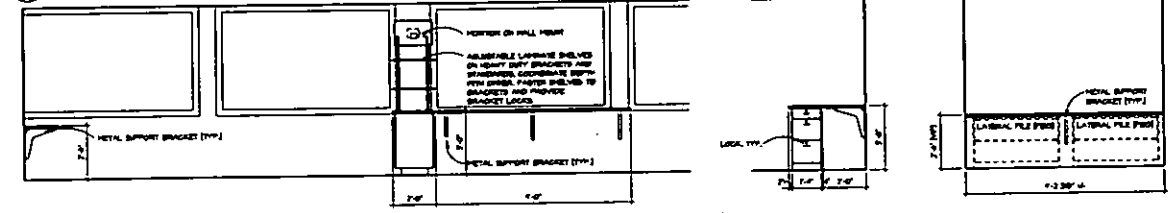
- 10) Will the 1st floor below the work area be accessible during normal working hours to access plumbing piping for the fin tube radiator modifications? Yes, but will need to be coordinated for work in peoples offices
- 11) The detail for the "typical partition" notes to "See Ceiling Plan for Ceiling Heights". There are no ceiling heights noted on the reflected ceiling plan?
The ceiling height is intended to match the existing, which is approximately 8'-0". Verify in field.
- 12) Notes would indicate not to scale the drawings for dimensions but to use the marked dimensions. Proposed floor plan A1.1 indicates a dimension of 31'-10-1/2". Reflected ceiling plan A1.2 appears to indicate a ceiling grid that would be closer to 40'+/-?
The 31'-10 1/2" string is not an overall dimension, but to the outer face of stud at Office 201A. That string continues to the outside wall (another 10'-6 1/4") and can be added up for overall length of the space.
- 13) Is it intended that all walls will be patched & painted of just the affected walls?
All walls in the work area to be patched and painted.
- 14) Lighting keynote 2 on E1.1 references occupancy sensors which are not designated on the drawings. Are the occupancy sensors to be wall mounted or ceiling mounted type?
Occupancy sensors were removed from the project at NHARNG's request. Please disregard this note.
- 15) Fluxwerz lighting is specified and the lighting control system is nLight from Acuity. Please confirm compatability.
Confirmed, fully compatible.
- 16) It appears that elevations C1 on A2.1/A thru D do not correspond with the floor plan layout of the counter configuration. Please clarify.
See attached revised sheet A2.1.
- 17) Can we get access early next week to verify a few things and take some pictures?
Yes, see answer to question #6
- 18) Please confirm the Allowance for Unforeseen conditions is \$13,600.00?
Yes, this is correct
- 19) Is there a Bid Bond required?
No see question #4
- 20) Will the onsite Supervisor be allowed to perform work?
Not while other trades need to be supervised, some hands-on work is expected; however, we reserve the right to establish that limit in the field.
- 21) Will there be space allocated inside the fence for a dumpster, storage trailer and pickup trucks?
Yes to a dumpster and storage trailer. No to worker vehicles, unloading/loading only. Not enough parking inside the gate as it is. Dumpster will need to be covered/protected to prevent any debris from entering airfield space.

22) Will a Certified Industrial Hygienist be required for Clean Air Certification? If so, can you please advise who we can contact to obtain information on this certification?
No.

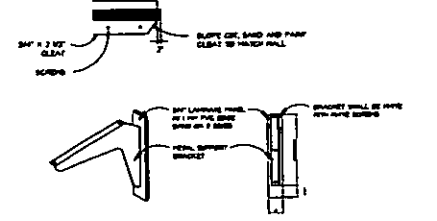
23) Will the completion date be fixed at July 31, 2019 or will it be pushed out to allow for a minimum number of working days should award of contract be delayed?
May be adjusted if the delay is on NHARNG's side.



(C.1) OPERATIONS
S/B' = 1'-0"

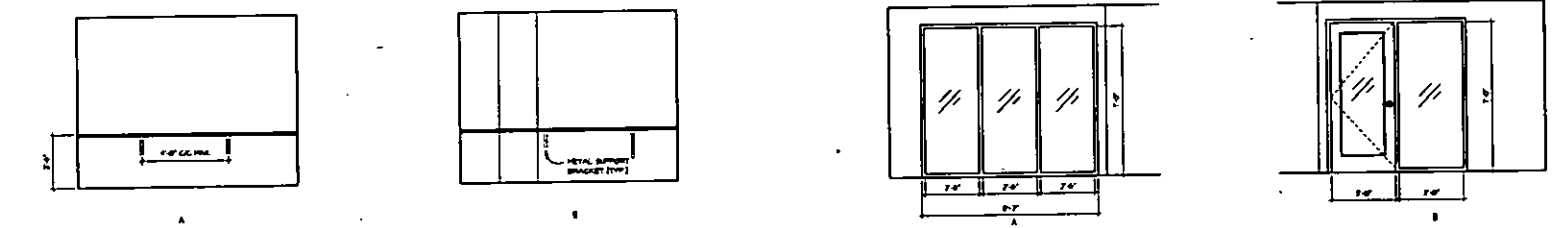


NOTE: PORTION 1 HEIGHT FINISHED BY OWNER AND INSTALLED BY GC. COORDINATE HEIGHT WITH OWNER.
 NOTE: COORDINATE BRACKETS LOCATIONS AND TOP HEIGHT WITH OWNER SUPPLIED LATERAL PANEL.



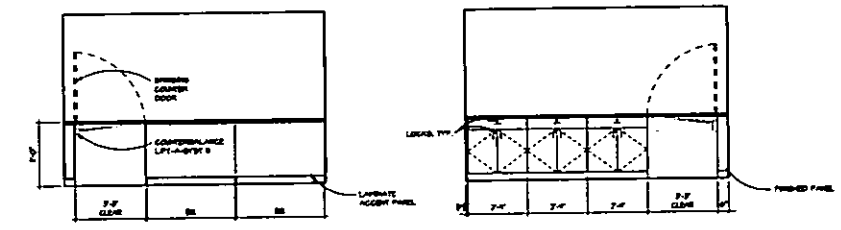
(S.1) SUPPORT BRACKET & WALL CLEAT
N.T.S.

(E.1) OPERATIONS
S/B' = 1'-0"



(S.1) NIGHT VISION ROOM
S/B' = 1'-0"

(S.1) OFFICE
S/B' = 1'-0"



(S.1) ALSE SHOP
S/B' = 1'-0"

GENERAL CASEWORK NOTES

- ALL SHINE AND HALL CABINET (S&D) PANELS THAT ARE EXPOSED TO VIEW SHALL BE FINISHED TO MATCH THE CABINET FACE.
- ALL OPEN SHIP CABINETS SHALL HAVE THEIR EXPOSED SURFACES FINISHED TO MATCH THE CABINET FACE.
- PROVIDE APPROPRIATE BLOCINGS AT ALL BRACKETS, CLEATS, AND OTHER HALL-TOURED ITEMS.
- DRAWER KEYS AND BUCKS SHALL BE PROPORTIONATELY FALL WITH RESPECT TO THE DRAWER FRONT. (FOR EXAMPLE, A 1/2" DRAWER FRONT SHALL NOT HAVE 4" BUCKS AND BUCKS). USE FULL EXTENSION DRAWER SLIDES.
- COORDINATE ALL FINISH AND DATA LOCATIONS WITH ELECTRICAL DRAWINGS.
- 30" x 30" SQUARE OVERSHIMS AND BACKS THE EXPOSED EDGES OF COUNTERTOPS.
- ALL PANELS SHOWN SHIP FILLERS AS NECESSARY TO SHIPLY FIT BY FINISHED CABINET REED WITH HALL OPENINGS. ALWAYS INSTALL A SHIPPER FILLER SHIP BETWEEN A SIDE WALL AND THE CABINETS TO ENSURE THE PROPER OPERATION OF DOORS AND DRAWERS WITHOUT THEIR RUBBING AGAINST THAT WALL.

THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

26 REGIONAL DRIVE • CONCORD, NH 03301

DATE: 19 FEBRUARY 2019

CONTACT LIST



architect:
DICHAUD ARCHITECTURAL SERVICES
 134 BEDFORD CENTER ROAD - LANE 2 - BEDFORD, NH 03110 - P: 603.468.1789



mechanical / plumbing:
YEATON ASSOCIATES
 66 JACKSON STREET - LITTLETON, NH - 03041
 P: 603.444.8578 - F: 603.444.3244



electrical
YEATON ASSOCIATES
 66 JACKSON STREET - LITTLETON, NH - 03041
 P: 603.444.8578 - F: 603.444.3244

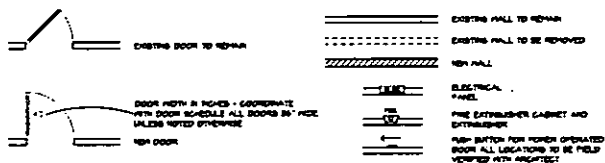
DRAWING INDEX

-	PROJECT COVER PAGE	MB.1	MECHANICAL LEGEND, NOTES, DETAILS AND SCHEDULES
AD.1	SCHEDULES AND DETAILS	ML.1	SECOND FLOOR PART PLANS - MECHANICAL DEMO AND NEW WORK
A1.1	FLOOR PLANS	MJ.1	MECHANICAL SPECIFICATIONS
A1.2	REFLECTED CEILING PLANS	ED.1.1	SECOND FLOOR PART PLAN - ELECTRICAL DEMOLITION
A1.3	FINISH & FURNITURE PLANS	EL.1	ELECTRICAL LEGENDS & NOTES
A2.1	INTERIOR ELEVATIONS	E1.1	FIRST FLOOR PART PLAN - LIGHTING
		E1.2	FIRST FLOOR PART PLAN - POWER
		E7.1	ELECTRICAL SPECIFICATIONS

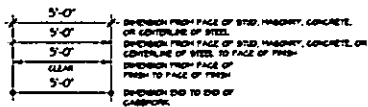
DRAWING KEY

NOTE: ALL SYMBOLS ARE NOT USED IN ALL DRAWINGS

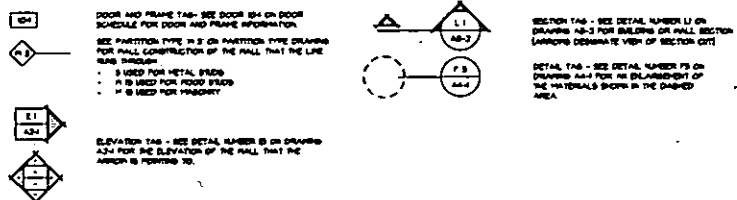
GRAPHIC CONVENTIONS - WALLS AND DOORS



DIMENSION CONVENTIONS



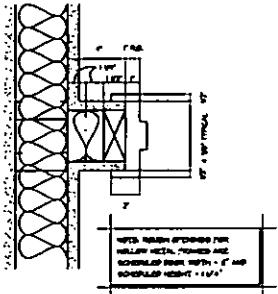
TAG MARKS



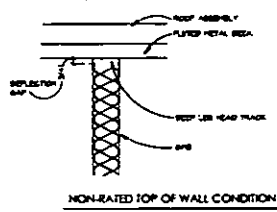
THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

26 REGIONAL DRIVE • CONCORD, NH 03301

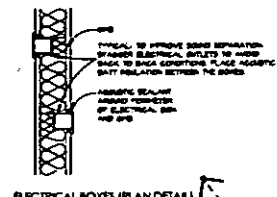
19 FEBRUARY 2019



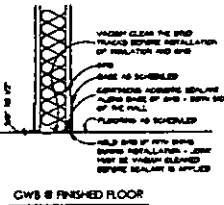
HOLLOW METAL FRAME DETAIL
7'-1 1/2"



NON-RATED TOP OF WALL CONDITION



ELECTRICAL BOXES (PLAN DETAIL)



GWB @ FINISHED FLOOR

TYPICAL SOUND ATTENUATION DETAILS APPLY TO ALL FULL HEIGHT PARTITIONS
1 1/2" x 1'-0"

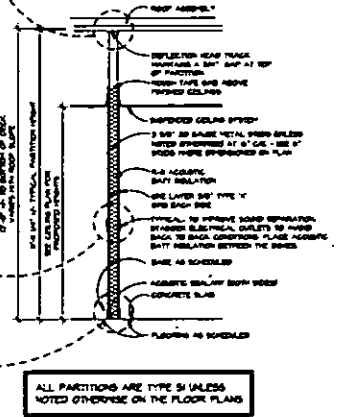
PARTITION TYPES
1/2" x 7'-0"

DOOR SCHEDULE

LEGEND:

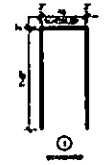
FL	FULL LITE
NL	NARROW LITE
3078	3'-0" X 7'-0" DOOR
NM	WELDED HOLLOW METAL FRAME OR DOOR
SCWD	SOLID CORE WOOD DOOR

DOOR NO.	LOCATION	DOOR TYPE	MATL	SIZE	THICK	FRAME TYPE	MATL	GLAZING	GLASS	FINISH	HALLWAY NOTES
201A	OFFICE	FL	SCWD	3078	1 3/4"	1	NM	TEMPERED			CLASSROOM LOCKSET COORDINATE KEYING WITH OWNER
202	ALSO SHOP	NL	SCWD	3078	1 3/4"	1	NM	TEMPERED			180° HINGES, PASSAGE LOCKSET WITH DEADBOLT, COORDINATE KEYING WITH OWNER

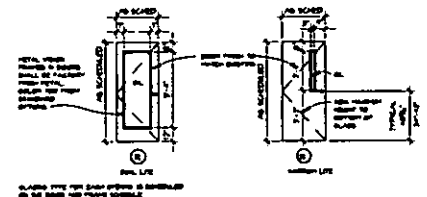


TYPICAL PARTITION

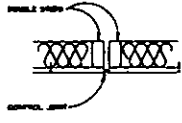
ALL PARTITIONS ARE TYPE S1 UNLESS NOTED OTHERWISE ON THE FLOOR PLANS



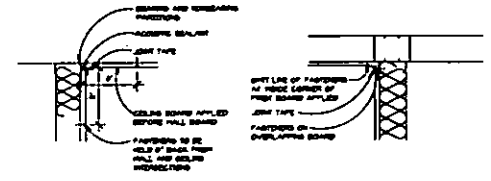
FRAME TYPES
1/2" x 7'-0"



DOOR TYPES
1/2" x 7'-0"



PLAN DETAIL
GWB CONTROL JOINT



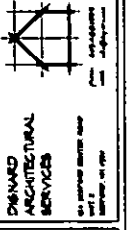
SECTION DETAIL
CEILING/SOFFIT APPLICATION (SEALING & NON BEARING PARTITIONS)
"FLOATING INTERIOR ANGLE DETAIL"

PLAN DETAIL
HALL APPLICATION
"FLOATING INTERIOR ANGLE DETAIL"

GWB CRACK CONTROL DETAILS - STEEL FRAMING
1 1/2" x 1'-0"

CRACK CONTROL DETAILS AS RECOMMENDED BY THE US Gypsum ASSOCIATION

DETAILS SHALL APPLY ONLY AT CONDITIONS THAT ARE EXPOSED TO VIEW - NOT AT CONCEALED CONDITIONS

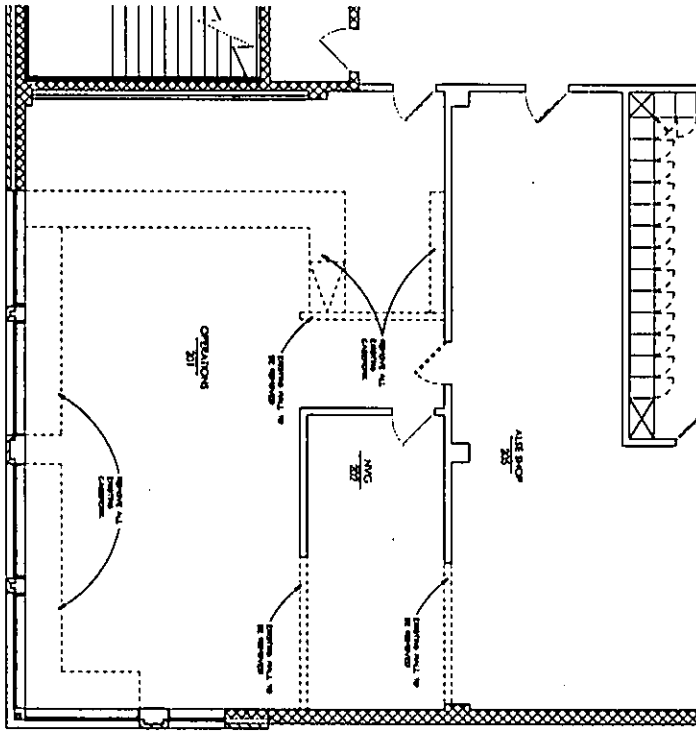


THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

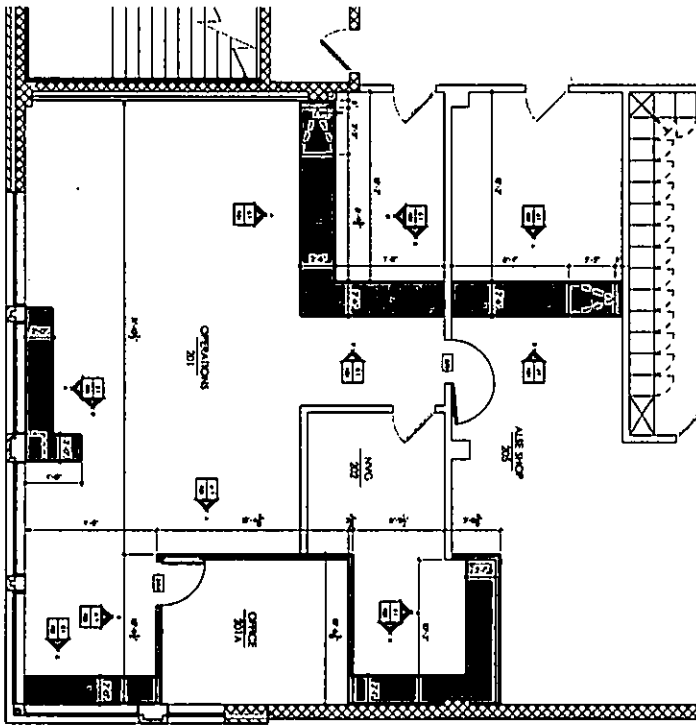
DATE: 10/20/2010
REVISIONS:

A0.1
DETAILS & SCHEDULES

51
A11
DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



51
A11
PROPOSED PLAN
SCALE: 1/4" = 1'-0"



A1.1
FLOOR PLAN

THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

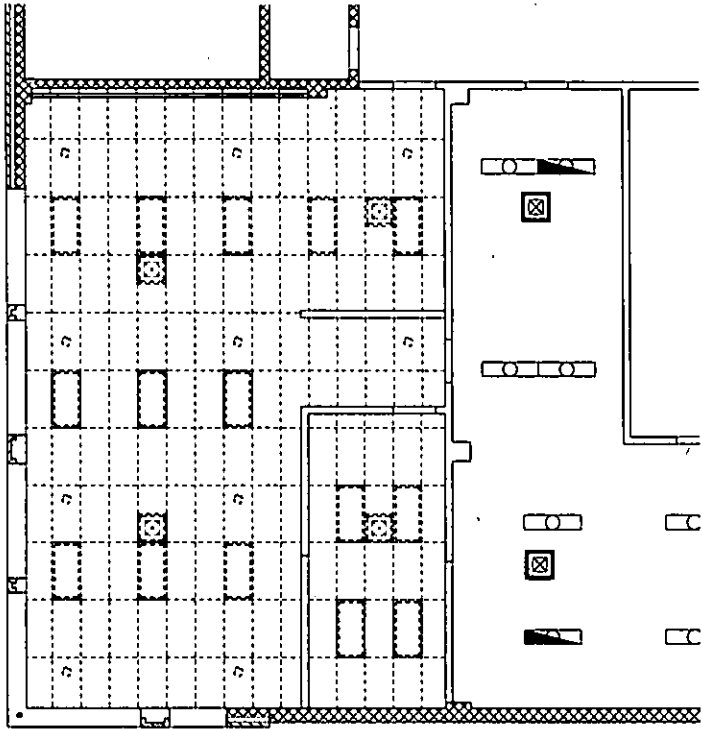
DIGNARD
ARCHITECTURAL
SERVICES



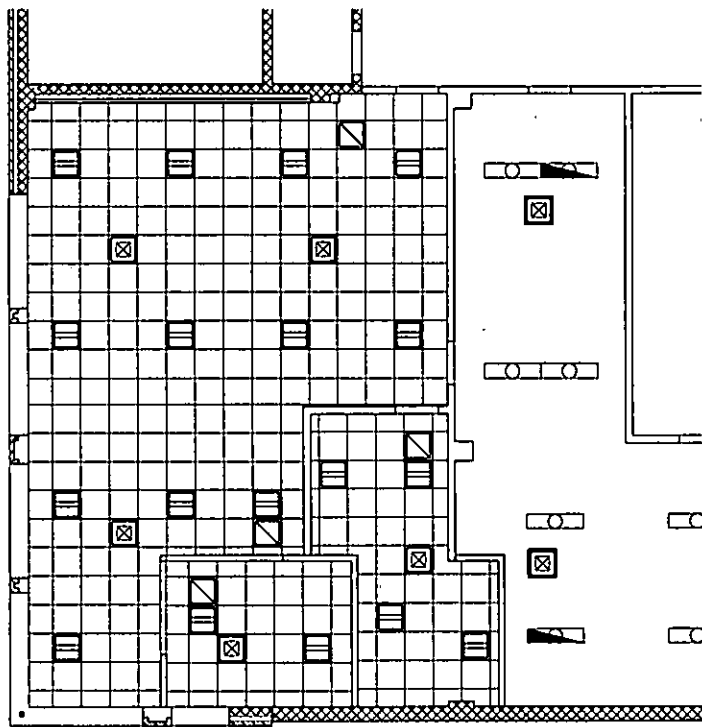
24 BROADWAY CENTER ROAD
SUITE 2
ROSELAND, NJ 07068

24 BROADWAY, ROSELAND, NEW JERSEY 07068

E.1
REFLECTED CEILING DEMOLITION PLAN
DATE: 1-1-07



E.2
REFLECTED CEILING PLAN
DATE: 1-1-07



A1.2
SC PLANS

**THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS**

55 FEDERAL DRIVE, CHICAGO, NEW YORK 10006 1904

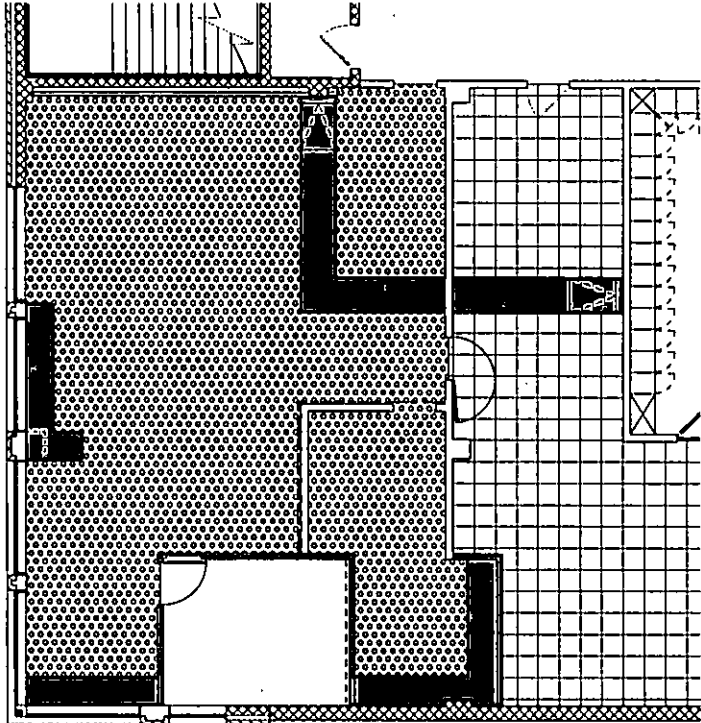
**DISHARD
ARCHITECTURAL
SERVICES**

55 FEDERAL DRIVE, CHICAGO, NEW YORK 10006 1904



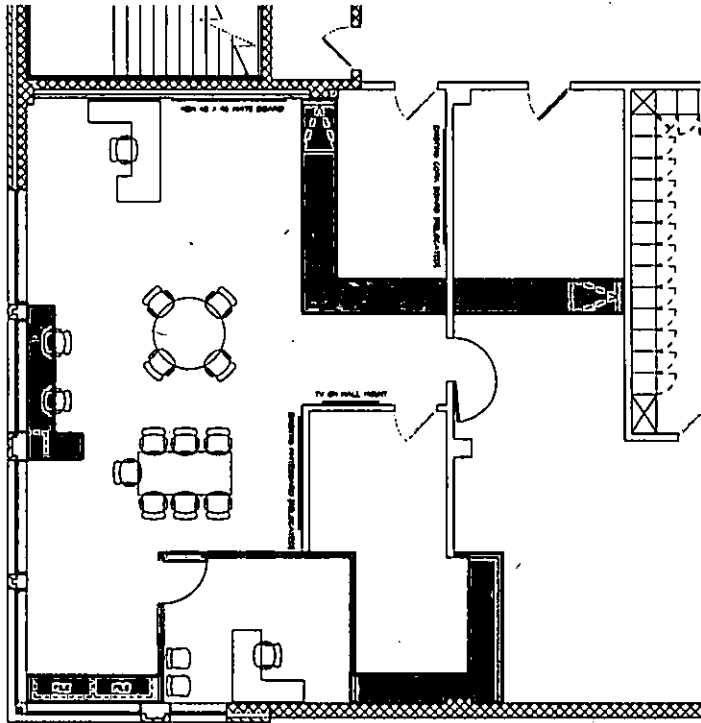
DATE: 1-1-07
SCALE: AS SHOWN

A1.3
FINISH PLAN
DATE: 1-1-07



- FINISH LEGEND**
- Carpet Tile
 - Concrete Slab
 - Acoustic Ceiling
 - Acoustic Wall
 - Acoustic Floor
 - Acoustic Wall/Floor

A1.3
FURNITURE PLAN
DATE: 1-1-07



FURNITURE TO BE PROVIDED BY CLIENT

A1.3
PLANS

**THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS**

30 HERRING ROAD - CONCORD, NEW HAMPSHIRE 03301

**DIGNARD
ARCHITECTURAL
SERVICES**

200 HERRING ROAD
SUITE 2
CONCORD, NH 03301



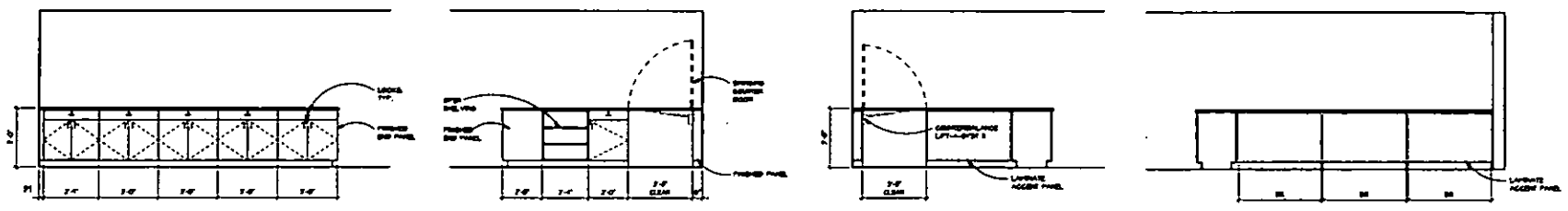


DEMAND ARCHITECTURAL SERVICES
 44 PARKWAY DRIVE, SUITE 100
 WESTFIELD, MASSACHUSETTS 01095
 TEL: 413-253-1111
 FAX: 413-253-1112

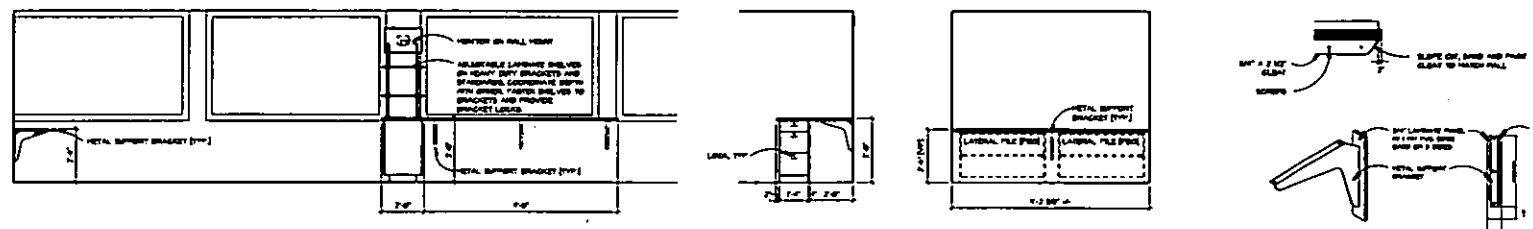
**THE ADJUTANT GENERAL'S DEPARTMENT
 AASF OPERATIONS RENOVATIONS**
 14 MASSACHUSETTS AVENUE, LOWELL, MASSACHUSETTS 01852

DATE: _____
 REVISIONS: _____

A2.1
 INTERIOR ELEVATIONS



**(S.1)
 (A.2.1)** OPERATIONS
 3/8" = 1'-0"

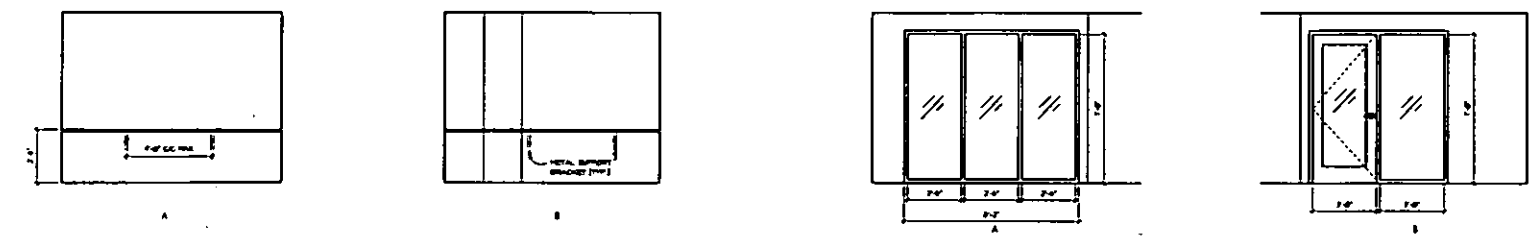


NOTE: HORIZONTAL HEIGHT ADJUSTED BY BRACKET AND REFILLED BY 60\"/>

HYDROCORPORATE BRASS LITERATURE AND RPT
 COINSET WITH OTHER SUPPLIED LATERAL FILES

**(S.2)
 (A.2.1)** SUPPORT BRACKET & WALL CLEAT
 N.T.S.

**(S.1)
 (A.2.1)** OPERATIONS
 3/8" = 1'-0"



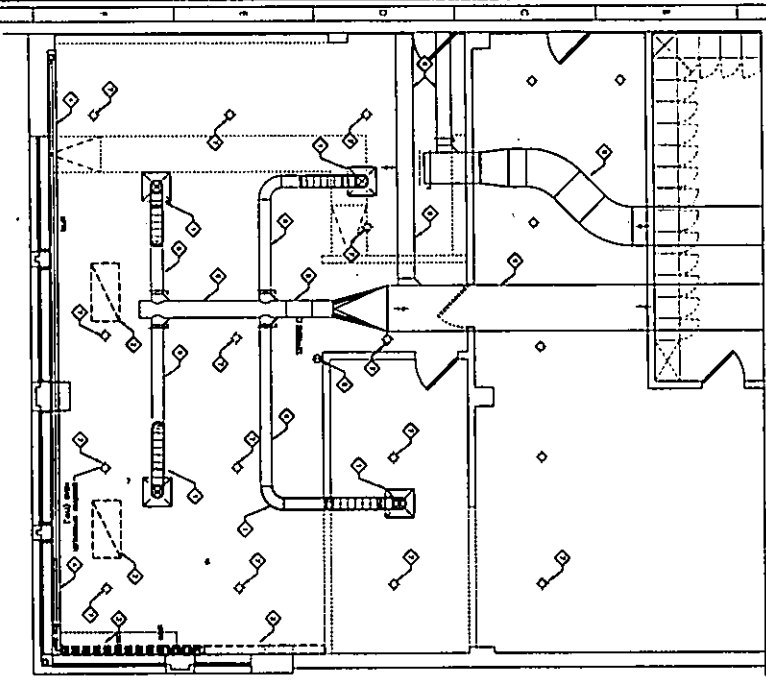
**(S.1)
 (A.2.1)** NIGHT VISION ROOM
 3/8" = 1'-0"

**(S.1)
 (A.2.1)** OFFICE
 3/8" = 1'-0"

GENERAL CASEWORK NOTES

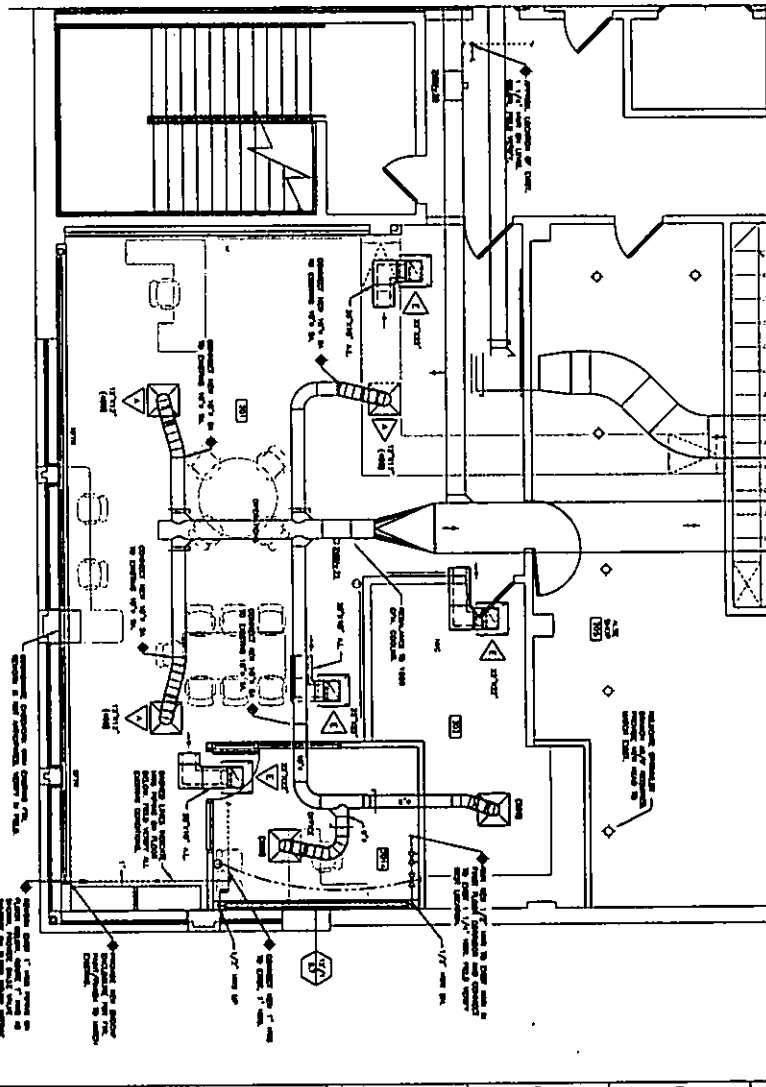
- ALL BASE AND WALL CABINET END PANELS THAT ARE EXPOSED TO VIEW SHALL BE FINISHED TO MATCH THE CABINET FACE.
- ALL OPEN END CABINETS SHALL HAVE THEIR EXPOSED SPACES FINISHED TO MATCH THE CABINET FACE.
- PROVIDE ADEQUATE BLOCKING AT ALL BRACKETS, CLEATS, AND OTHER WALL-MOUNTED ITEMS.
- BRACKETS, KEYS, AND BUCKLES SHALL BE PROPORTIONATELY TALL WITH RESPECT TO THE BRACKET FRONT. FOR EXAMPLE, A 12\"/>
- COORDINATE ALL FORMS AND DATA LOCATIONS WITH ELECTRICAL DRAWINGS.
- 18\"/>
- FILLERS, SEE SCHEDULE AND FILLERS AS NECESSARY TO OBTAIN FIT BEHIND CABINET REED WITH WALL OPENINGS. ALWAYS INSTALL A TUBULAR FILLER STUD BETWEEN A SIDE WALL AND THE CABINETS TO ENSURE THE PROPER OPERATION OF DOORS AND DRAWERS WITHOUT THEIR BEING ADJUSTED THAT WALL.

**(S.1)
 (A.2.1)** ALSO SHOP
 3/8" = 1'-0"



SECOND FLOOR DEMOLITION PLAN - MECHANICAL
SHEET 1 OF 2

- MECHANICAL DEMOLITION EXISTENTS**
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SECOND FLOOR PART PLAN - MECHANICAL
SHEET 2 OF 2

<p>M11</p> <p>SECOND FLOOR PART PLAN - MECHANICAL DEMOLITION AND DEMOLITION</p>	<p>FINAL SUBMISSION</p>	<p>REVISIONS</p>	<p>THE ADJUTANT GENERAL'S DEPARTMENT AASF OPERATIONS RENOVATIONS</p> <p>54 FEDERAL AVENUE - CONCORD, NEW HAMPSHIRE 03301</p>	<p>OSBORN ARCHITECTURAL SERVICES</p> <p>101 GERRARD STREET EAST SUITE 2 TORONTO, ONTARIO</p>	
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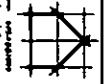
RECOMMENDATION
M71

FINAL REVISION

REVISIONS

THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

DEPARTMENT OF THE ARMY
WASHINGTON, D.C.



1. The purpose of this renovation is to improve the efficiency and effectiveness of the Adjutant General's Department's operations. This includes the implementation of new procedures, the training of personnel, and the acquisition of necessary equipment.

2. The renovation will be implemented in three phases. Phase I will focus on the implementation of new procedures and the training of personnel. Phase II will focus on the acquisition of necessary equipment. Phase III will focus on the evaluation and refinement of the renovation.

3. The renovation is expected to result in a more efficient and effective Adjutant General's Department, which will be able to better serve the needs of the Army.

4. The renovation will be implemented in three phases. Phase I will focus on the implementation of new procedures and the training of personnel. Phase II will focus on the acquisition of necessary equipment. Phase III will focus on the evaluation and refinement of the renovation.

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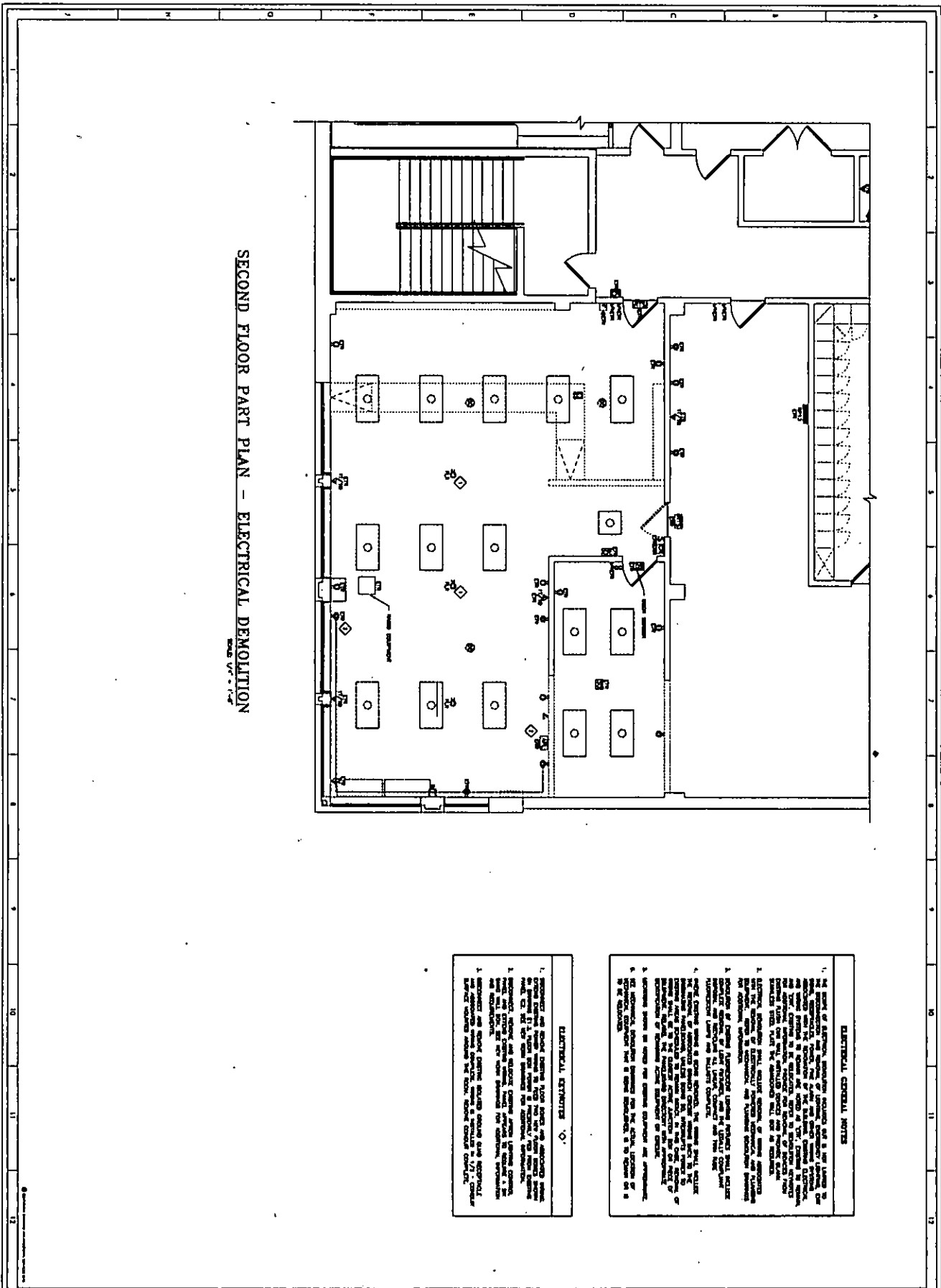
8. The renovation is expected to result in a more efficient and effective Adjutant General's Department, which will be able to better serve the needs of the Army.

9. The renovation will be implemented in three phases. Phase I will focus on the implementation of new procedures and the training of personnel. Phase II will focus on the acquisition of necessary equipment. Phase III will focus on the evaluation and refinement of the renovation.

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11. The renovation is expected to result in a more efficient and effective Adjutant General's Department, which will be able to better serve the needs of the Army.

12. The renovation will be implemented in three phases. Phase I will focus on the implementation of new procedures and the training of personnel. Phase II will focus on the acquisition of necessary equipment. Phase III will focus on the evaluation and refinement of the renovation.



SECOND FLOOR PART PLAN - ELECTRICAL DEMOLITION
Scale: 1/8" = 1'-0"

ELECTRICAL GENERAL NOTES

1. ALL EXISTING ELECTRICAL SYMBOLS SHALL BE REMOVED AND RELOCATED TO THE NEW ELECTRICAL SYMBOLS SHOWN ON THIS PLAN. ALL EXISTING ELECTRICAL SYMBOLS SHALL BE REMOVED AND RELOCATED TO THE NEW ELECTRICAL SYMBOLS SHOWN ON THIS PLAN.
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ELECTRICAL ESTIMATOR

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<p>ED1.1</p> <p>SECOND FLOOR PART PLAN - ELECTRICAL DEMOLITION</p>	<p>DATE: _____</p> <p>REVISIONS: _____</p>	<p>THE ADJUTANT GENERAL'S DEPARTMENT</p> <p>AASF OPERATIONS RENOVATIONS</p> <p>10 FEDERAL BLDG. - CONCORD, NEW HAMPSHIRE 03301</p>	<p>DISNARD ARCHITECTURAL SERVICES</p> <p>124 BROADWAY CENTER ROAD SUITE 4 CONCORD, NH 03301</p> <p>PHONE: 603.468.1000 WWW: DISNARD-ARCH.COM</p>	
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GENERAL INFORMATION							
NO.	DATE	DESCRIPTION	BY	CHKD.	APPROVED	REVISION	REASON

REVISIONS TABLE

1. ADDITIONAL RENOVATIONS TO BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

2. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

3. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

REVISIONS TABLE

4. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

5. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

REVISIONS TABLE

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REVISIONS TABLE

8. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

REVISIONS TABLE

9. THE RENOVATIONS WILL BE COMPLETED BY THE ADJUTANT GENERAL'S DEPARTMENT...

GENERAL INFORMATION			
NO.	DATE	DESCRIPTION	BY

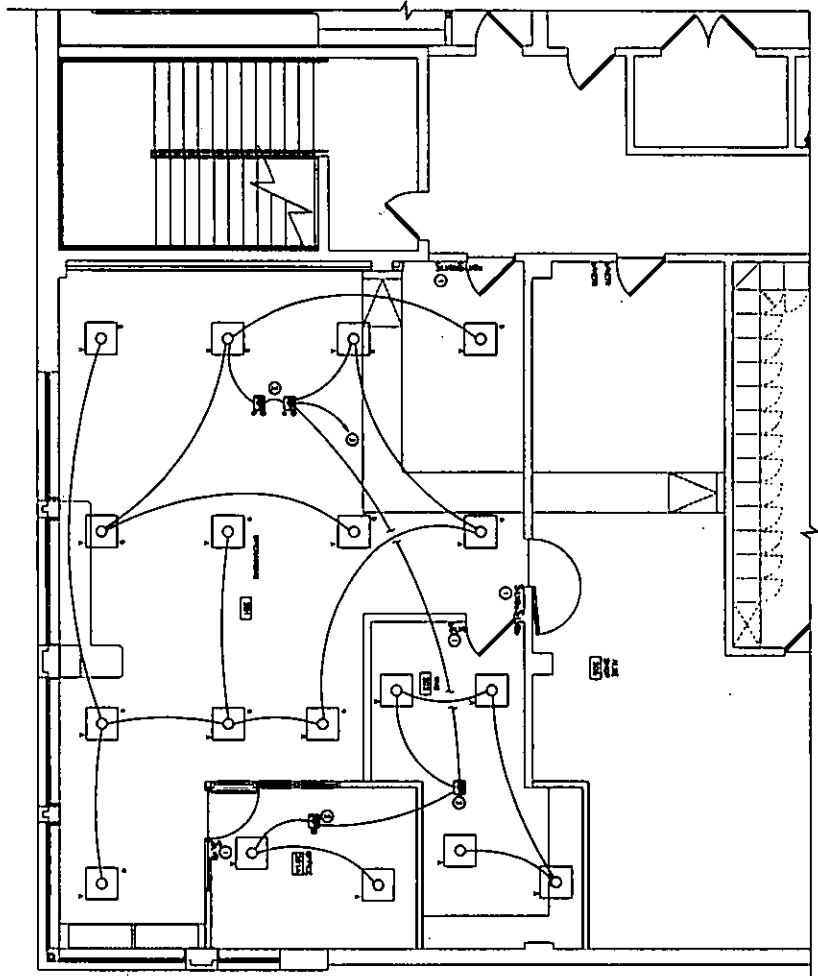
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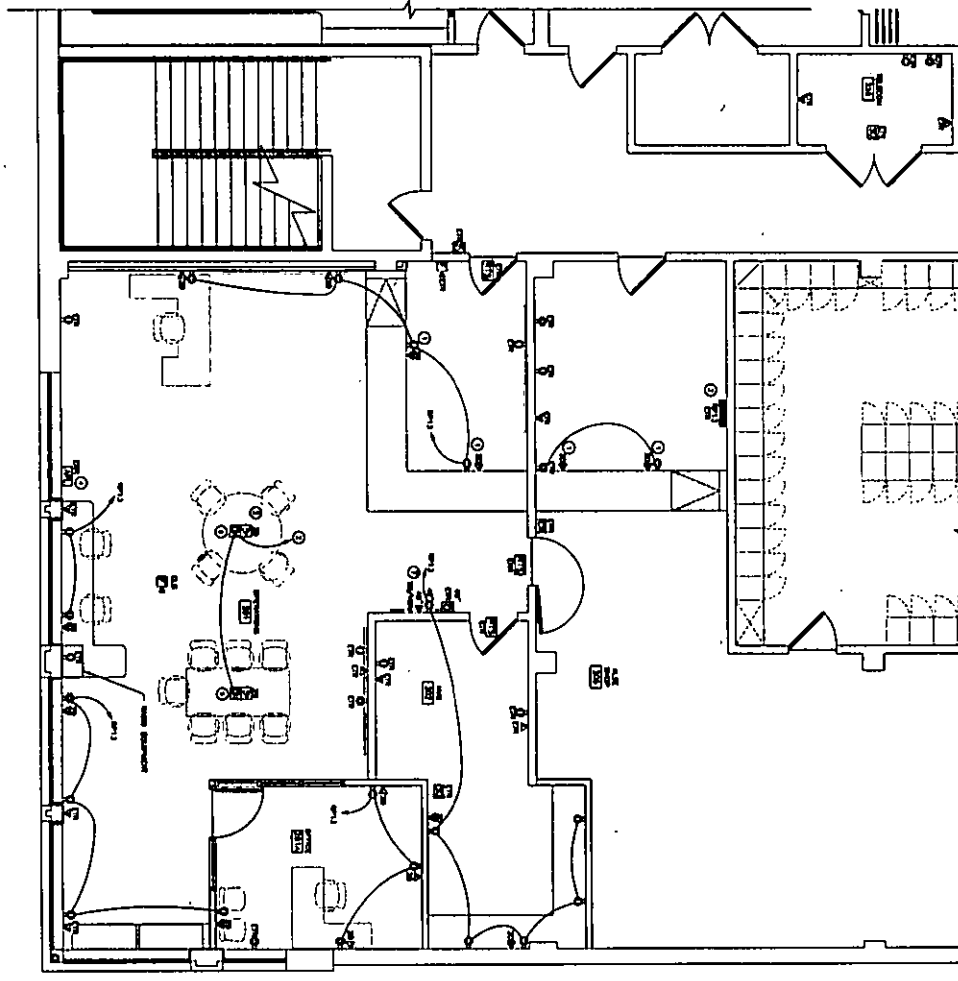
SECOND FLOOR PART PLAN - LIGHTING
Scale: 1/8" = 1'-0"

ELECTRIC SYMBOLS

1. LIGHT FIXTURE: THE LIGHT FIXTURE SHALL BE AS SHOWN ON THE PLAN. THE LIGHT FIXTURE SHALL BE A 4' X 4' RECESSED CANOPY TYPE WITH A 4' X 4' GRID OF 1" SQUARE LIGHT FIXTURES. THE LIGHT FIXTURE SHALL BE A 4' X 4' RECESSED CANOPY TYPE WITH A 4' X 4' GRID OF 1" SQUARE LIGHT FIXTURES. THE LIGHT FIXTURE SHALL BE A 4' X 4' RECESSED CANOPY TYPE WITH A 4' X 4' GRID OF 1" SQUARE LIGHT FIXTURES.
2. THE LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE ILLINOIS ELECTRICAL CODE (IEC).
3. THE LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE ILLINOIS ELECTRICAL CODE (IEC).
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<p>E1.1</p> <p>SECOND FLOOR PART PLAN - LIGHTING</p>		<p>DATE: REVISIONS AND REVISIONS:</p>	<p>THE ADJUTANT GENERAL'S DEPARTMENT AASF OPERATIONS RENOVATIONS</p> <p>BY REGIONAL OFFICE - CONCORD, NEW HAMPSHIRE 03301</p>	<p>DIGNARD ARCHITECTURAL SERVICES</p> <p>124 GERRARD CENTER ROAD LAVENUE, NH 03770 PHONE: 603-488-7900 WWW: DIGNARD-ARCH.COM</p>
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SECOND FLOOR PART PLAN - POWER
Scale: 1/4" = 1'-0"



POWER ESTIMATES - 0'

1. ESTIMATE THE TOTAL POWER REQUIREMENTS OF ALL THE EQUIPMENT TO BE INSTALLED IN THE ENTIRE FACILITY AND THE ESTIMATED POWER REQUIREMENTS FOR THE ENTIRE FACILITY.
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<p>E1.2</p> <p>SECOND FLOOR PART PLAN - POWER</p>				<p>THE ADJUTANT GENERAL'S DEPARTMENT AASF OPERATIONS RENOVATIONS</p> <p>10 FEDERAL DRIVE • CONCORD, NEW HAMPSHIRE 03301</p>	<p>DIGNARD ARCHITECTURAL SERVICES</p> <p>175 BEECH CREEK ROAD LEWIS & BERNARD, NH 03810</p> <p>PHONE 603.488.1000 WWW.DIGNARD-ARCH.COM</p>
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TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS

DEPARTMENT ACQUISITION SERVICES
174 BENTLEY CENTER ROAD
WASHINGTON, DC 20315



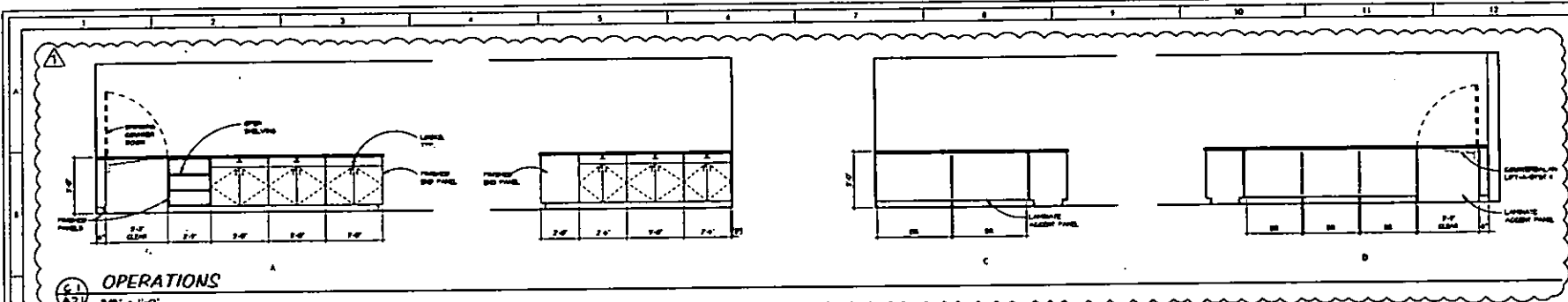
Table with columns 1-11 and rows A-I. The table contains a large amount of faint, mostly illegible text, likely technical specifications or a schedule. The text is arranged in a grid format, with some sections appearing as lists or paragraphs within the cells. The overall appearance is that of a highly detailed technical document, possibly a contract or set of plans.

DIVISION SPECIFICATIONS - ELECTRICAL

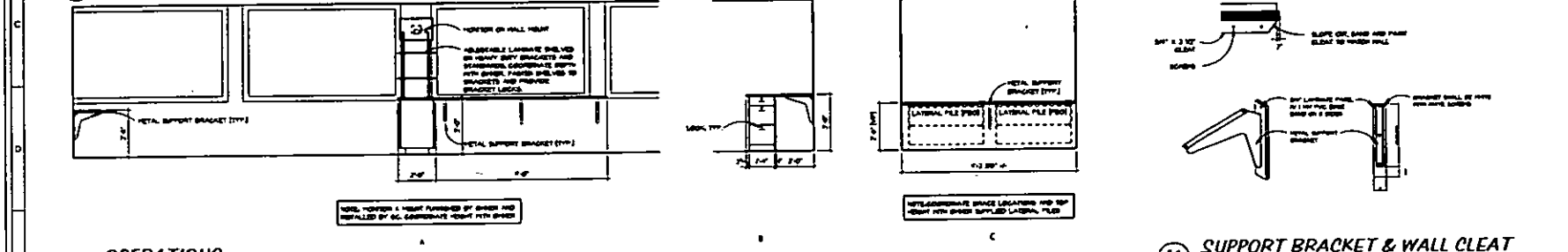
THE ADJUTANT GENERAL'S DEPARTMENT
AASF OPERATIONS RENOVATIONS
AS SHOWN, PER - CONSULT SET DRAWINGS 1/20

DATE: 15 FEBRUARY 2016
 REVISIONS:
 1 1/27/2016

A2.1
 INTERIOR ELEVATIONS

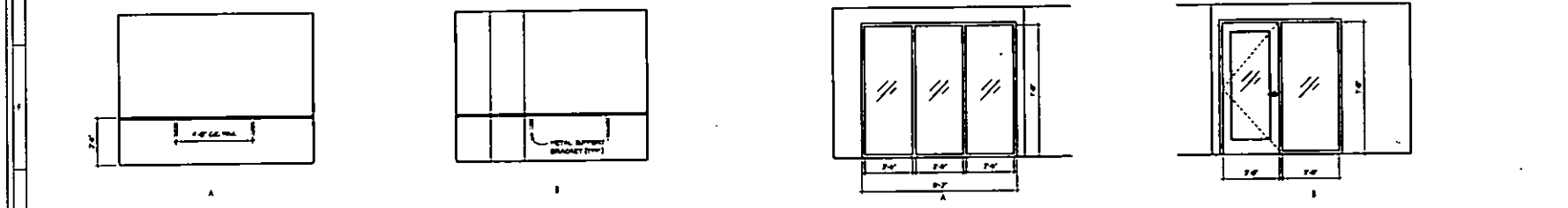


OPERATIONS
 3/8" x 1'-0"



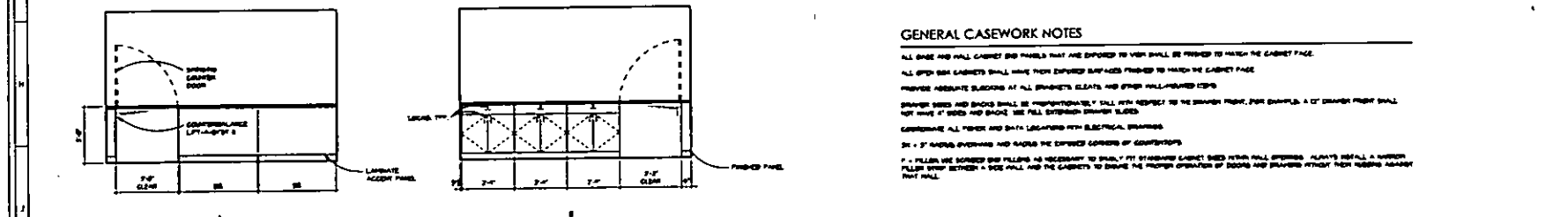
OPERATIONS
 3/8" x 1'-0"

SUPPORT BRACKET & WALL CLEAT
 N.T.S.



NIGHT VISION ROOM
 3/8" x 1'-0"

OFFICE
 3/8" x 1'-0"



ALSE SHOP
 3/8" x 1'-0"

GENERAL CASEWORK NOTES

- ALL CASE AND WALL CABINET END PANELS THAT ARE EXPOSED TO VIEW SHALL BE FINISH TO MATCH THE CABINET FACE.
- ALL OPEN END CABINETS SHALL HAVE THEIR EXPOSED SURFACES FINISH TO MATCH THE CABINET FACE.
- PROVIDE APPROPRIATE BRACKETING AT ALL BRACKET CLEATS AND OTHER WALL-MOUNTED ITEMS.
- BRACKET BRACES AND BRACKETS SHALL BE APPROPRIATELY CALL WITH RESPECT TO THE DRAWING FRONT, FOR EXAMPLE, A 1" DRAWER FRONT SHALL NOT HAVE A 1" BRACKETS AND BRACKETS SEE WALL EXTENDING DRAWING PLANE.
- CARPENTRY ALL FINISH AND DATA LOCATIONS WITH ELECTRICAL BRACKETS.
- 24" x 2" HOLLOW OVERHEAD AND HANGERS THE EXPOSED CORNERS OF COUNTERTOPS.
- FINISH THE SKETCHED END FILLING AS NECESSARY TO MATCH FINISH OF DRAWING CABINET END WITH WALL FINISH. ALWAYS INSTALL A HORIZONTAL FINISH STRIP BETWEEN A SIDE WALL AND THE CABINETS TO DENY THE PROTRUSION OF SIDING AND BRACKETS FROM THEIR HUBBING MOUNTING POINT WALL.

DOCUMENT 00015
TABLE OF CONTENTS

Section Title	Total Pages
DIVISION 2 - SITE CONSTRUCTION	
02070 Selective Demolition	2
DIVISION 3 - CONCRETE	
No project scope anticipated	
DIVISION 4 - MASONRY	
No project scope anticipated	
DIVISION 5 - METALS	
No project scope anticipated	
DIVISION 6 - WOOD AND PLASTICS	
06100 Rough Carpentry	3
06200 Finish Carpentry and Casework	4
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	
07210 Building Insulation and Air / Vapor Barriers	3
07900 Sealants, Caulking and Firestopping	3
DIVISION 8 - DOORS AND WINDOWS	
08100 Hollow Metal Doors and Frames	3
08200 Flush Wood Doors	3
DIVISION 9 - FINISHES	
09250 Steel Framing and Gypsum Board Products	5
09510 Acoustical Ceiling	2
09650 Resilient Flooring, Base and Accessories	4
09900 Painting	5
DIVISION 10 - SPECIALTIES	
No project scope anticipated	

DIVISION 11 - EQUIPMENT

No project scope anticipated

DIVISION 12 - FURNISHINGS

No project scope anticipated

DIVISION 13 - SPECIAL CONSTRUCTION

No project scope anticipated

DIVISION 14 - CONVEYING SYSTEMS

No project scope anticipated

DIVISION 15 – MECHANICAL & DIVISION 16 - ELECTRICAL

See specifications on drawings

END OF SECTION

SECTION 02070

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes but is not necessarily limited to the following:
1. Removal of existing casework.
 2. Selective removal of existing SAT ceiling.
 3. Demolition required for installation of plumbing.
- B. Related Sections: The following sections contain requirements that relate to this Section:
1. Division 15 and 16 Sections for scope related to mechanical, plumbing, and electrical services.

1.3 PROJECT CONDITIONS

- A. The Contractor shall familiarize himself with the full extent of demolition by visiting the building and its site.
- B. The Owner shall remove prior to the start of work any loose items in the work area.
- C. The sequence of demolition shall be reviewed and coordinated with the Contractor and the Owner.
- D. Existing finishes and construction that are to remain shall be properly protected.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 GENERAL

- A. The Contractor shall be solely responsible for all methods and means for accomplishing the scope of the demolition.
- B. Safety is of paramount concern. The Contractor shall be responsible for compliance with all applicable local, State and Federal codes, regulations and standards as they affect the Work. All utilities and connected devices shall be "made safe" and cut by responsible trades before removal.
- C. Provide proper dust, fume, vapor and noise control over the course of demolition. This shall also apply to materials in transport from the site with trucks and containers having proper cover and their loads secured.
- D. Records of transport, disposal sites, and dumping fees shall be maintained.
- E. All demolition waste shall be properly handled, transported and properly disposed of off site.
- F. All fees and permits related to demolition, transportation and disposal shall be the responsibility of the Contractor.
- G. If discovered conditions are not as anticipated; the Contractor shall promptly notify the Architect for clarification.

- H. Work shall not progress until occupied spaces have been properly isolated with temporary partitions or enclosures.
- I. Protect existing items and finishes that are designated to remain.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wood furring, grounds, nailers, and blocking.
 - 2. Blocking at perimeter of openings, wall mount locations, etc.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 6 Section "Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.
 - 2. Division 7 Section "Membrane Roofing" for perimeter blocking.

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Interior concealed wood blocking shall be standard lumber, not fire resistive.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for the following products:
 - 1. Engineered wood products.
 - 2. Construction adhesives.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
- B. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 – PRODUCTS

2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. NELMA – Northeastern Lumber Manufacturers Association.

2. NLGA – National Lumber Grades Authority (Canadian).
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, and moisture content at time of surfacing, and mill.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified.
- E. Provide dressed lumber, S4S, unless otherwise indicated.
- F. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
 1. Grade: No. 2 or better.
 2. Species: Spruce-pine-fir north; NLGA.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC'S NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA or NLGA.

2.4 CONCEALED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
 1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.
 2. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."
- B. Wall Sheathing/Blocking: APA-rated sheathing.
 1. Exposure Durability Classification: Interior.
 2. Thickness: As noted.
 3. Span Rating: As required to suit spacing indicated.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A153 or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints for optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit: Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
 - 4. Fastening Schedule of the 2006 IBC International Building Code.
- E. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; pre-drill as required.
- F. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.

3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
- C. Blocking locations shall include, but not be limited to, the following:
 - 1. Wall-mounted TVs and monitors.
 - 2. Perimeter of window openings.
 - 3. Wall mounted door stops.
 - 4. Shelving support standards.
 - 5. Fire extinguishers.
 - 6. Wall mounted cabinets. Coordinate need for concealed blocking with cabinet manufacturer.
 - 7. Countertop support brackets.
 - 8. NOTE: A wall which will require substantial blocking may utilize a sheet of plywood over the metal stud framing in lieu of individual blocking.

3.3 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable "Code Plus" recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.

END OF SECTION

SECTION 06200

FINISH CARPENTRY AND CASEWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hardware accessories.
 - 2. Custom fabricated casework.
 - 3. Plastic laminate countertops and window sills with PVC edgeband.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 6 Section "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
 - 2. Division 9 Section "Painting" for painting of finish carpentry.

1.3 SUBMITTALS

- A. Schedule of manufactured casework indicating location and configuration of each type of cabinet and countertop. Hardware and finish options.
- B. Samples for initial selection of plastic laminate, PVC edgebanding, and other products that require selection, submit the manufacturer's full standard range of colors.
- C. Product Data for manufactured items.
- D. Shop drawings for countertops and casework.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings.
- B. Do not deliver interior finish carpentry until environmental conditions meet requirements specified for installation areas. If finish carpentry must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and temperature and relative humidity will be maintained at occupancy levels throughout the remainder of construction period.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, “American Softwood Lumber Standard,” for lumber and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. NLGA – National Lumber Grades Authority.
 - 2. NELMA – Northeastern Lumber Manufacturers Association.
 - 3. WWPA – Western Wood Products Association.
- C. Softwood Plywood: Comply with DOC PS 1, “U.S. Product Standard for Construction and Industrial Plywood.”

2.2 CUSTOM FABRICATED CASEWORK

- A. Casework description: not all conditions shall apply to this project.
 - 1. Dual drawer slides shall be plated steel, ball bearing operation with quick disconnect feature. File drawers to have full extension slides with suitable carrying capacity.
 - 2. Pulls shall be “U” shaped, nickel-plated, 4” x 1” nominal.
 - 3. Hinges shall be “European” style, multi-point adjustable, self closing.
 - 4. File drawers to have extruded aluminum rail for hanging file folders.
 - 5. Drawer and door fronts shall be low pressure laminate with 1.4 mm PVC edge.
 - 6. Box and drawer construction shall be ¾” particle board with low pressure laminate finish and .5 mm PVC edge finish on exposed faces. Backs and drawer bottoms shall be ¼” particle board or hardboard with matching finish.
 - 7. Open boxes (without doors) shall be finished to match selected laminates unless noted otherwise.
 - 8. Shelves shall consist of ¾” material surfaced with high pressure laminate on 2 sides and PVC edge on 4 sides.
 - 9. Aprons at sinks may consist of drawer fronts with suitable mounting hardware.
 - 10. Install a pull on all doors and drawers. Drawers that are 32” or more in width shall have 2 pulls.
 - 11. Scribed and matching filler strips shall be used at cabinets where cabinets are set between two walls. Where cabinets abut a single wall the filler strip may be omitted provided that the cabinet and wall are true to one another.
 - 12. High pressure laminate selection shall be from manufacturer’s full standard range. Assume that a maximum of 2 selections will be made for casework.

2.3 HIGH PRESSURE DECORATIVE LAMINATES AND PVC EDGE BANDING

- A. High Pressure Decorative Laminates:
 - 1. Laminate Manufacturer: Provide high-pressure decorative laminates by one of the following:
 - a. Formica.
 - b. Pionite.
 - c. Laminart.
 - d. Nevamar Corp.
 - e. Wilsonart.
- B. PVC edgebanding:
 - 1. Wilsonart.
 - 2. Charter Industries
 - 3. Döllken-Woodtape
 - 4. Canplast
 - 5. EdgeCo, Inc.
 - 6. REHAU

2.4 LAMINATE COUNTERTOPS

- A. Countertops shall consist of a dimensionally stable particle board base material. Countertops shall be nominally 1 1/4" thick minimum.
- B. Use moisture resistant base material at all tops proximate to sinks and all window sills.
- C. Apply a selected high pressure laminate to the exposed surfaces and a balance sheet to hidden surfaces.
- D. Exposed edges shall be finished with a 3 mm PVC adhered edgeband. Profile top and bottom of the PVC as a pencil or eased edge.
- E. Provide backsplash at all walls abutting the countertop. Backsplash shall match the countertop finish with thinner PVC edge on exposed ends. Nominal height of 4" and thickness of 3/4" to 7/8". Adhere backsplash to the walls and countertop.
- F. Assume that a maximum of 2 plastic laminate color selections will be made for the countertops from a manufacturer's full standard range.

2.5 HARDWARE

- A. Bracket supports @ countertops shall be similar to A & M Hardware's "L" bracket. (1-888-647-0200)
- B. Wire pulls, brushed chrome, ADA compliant.
- C. Lift Assist Hardware: Counterbalance Lift-A-Syst II
 - 1. Verify counter door weight prior to ordering.

2.6 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Glue: Aliphatic- or phenolic-resin wood glue recommended by manufacturer for general carpentry use.

2.7 FABRICATION

- A. Wood Moisture Content: Comply with requirements of specified inspection agencies and manufacturer's recommendations for moisture content of finish carpentry on relative humidity conditions existing during time of fabrication and in installation areas.
- B. Fabricate finish carpentry to dimensions, profiles, and details indicated.
 - 1. Ease edges of lumber to 1/16-inch radius.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Condition finish carpentry to average prevailing humidity conditions in installation areas before installation, for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.
- B. Prime and backprime lumber for painted finish. Comply with requirements for surface preparation and application in division 9 Section "Painting."

3.2 INSTALLATION, GENERAL

- A. Do not use finish carpentry materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install finish carpentry plumb, level, true, and aligned with adjacent materials. Use concealed shims where required for alignment.
 - 1. Scribe and cut finish carpentry to fit adjoining work.
 - 2. Countersink nails, fill surface flush, and sand where face nailing is unavoidable.

3. Install to tolerance of 1/8 inch in 96 inches for plumb and level. Install adjoining finish carpentry with materials and systems in or adjacent to standing and running trim and rails. Provide cutouts for mechanical and electrical items that penetrate exposed surfaces of trim and nails.

3.3 MANUFACTURED CASEWORK INSTALLATION

- A. Install casework with no variations in flushness of adjoining surfaces using concealed shims. Where casework abuts other finished work, scribe and cut for accurate fit. Provide filler strips, valances, and moldings to match casework face finish.
- B. Install casework so that doors and drawers fit openings properly and are aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessories.
- C. Install casework and countertop level and plumb to a tolerance of 1/8 inch in 8 feet.
- D. Fasten plastic laminate countertops by screwing through corner blocks in base units into underside of countertop.

3.4 ADJUSTMENT, CLEANING, AND PROTECTION

- A. Repair damaged or defective finish carpentry where possible to eliminate functional or visual defects. Where not possible to repair, replace finish carpentry. Adjust joinery for uniform appearance.
- B. Clean finish carpentry on exposed and semi exposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.
- C. Provide final protection and maintain conditions that endure finish carpentry is without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 07210

BUILDING INSULATION AND AIR / VAPOR BARRIERS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Acoustic batt insulation.
 - 2. Auxiliary insulation materials.
- B. Related Sections include the following:
 - 1. Division 9 Section "Steel Framing and Gypsum Board Products" for acoustic batt insulation.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified including compliance of insulation products with specified requirements including those for thermal resistance, fire-test-response characteristics, water-vapor transmission, water absorption, and other properties.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Insulation Products: Obtain each type of building insulation from a single manufacturer.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics specified elsewhere in this Section as determined by testing identical products per test method indicated below by UL. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Surface-Burning Characteristics: ASTM E 84.
 - 2. Fire-Resistance Ratings: ASTM E 119.
 - 3. Combustion Characteristics: ASTM E 136.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. If stored outside it shall be above ground and completely wrapped with waterproof cover. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Glass-Fiber Insulation: For concealed framing locations and miscellaneous voids. (Acoustical batt) Reduced formaldehyde content product:
 - 1. Owens-Corning Fiberglass Corporation.
 - 2. CertainTeed Corporation.
 - 3. Knauf Fiber Glass
 - 4. Johns Manville.
 - 5. Approved equal products by other manufacturers

- F. Low-Expansion Foam/Sealant to fill general voids in thermal envelope.
 - 1. DOW “Great Stuff Pro Window and Door Insulating Foam”, product both seals and insulates.
 - 2. Foampower Products – HandiFoam one or two-component product.
 - 3. Ultra Seal
 - 4. Approved equal products by other manufacturers

2.2 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and referenced standards.
 - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer’s standard thicknesses, widths, lengths.
- B. Unfaced Glass-Fiber Blanket Insulation: Acoustic insulation combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665, Type I (blankets without membrane facing).
 - 1. Mineral-Fiber Type: Fibers manufactured from glass, slag wool, or rock wool.
 - 2. Thickness: Provide material of thickness required to achieve R value noted on drawings.
 - 3. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
 - 4. Insulation with reduced formaldehyde content.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present for compliance with requirements of Sections in which substrates and related work are specified and to determine if other conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected. Do not proceed with installation of insulation until building envelope is sufficiently water tight.

3.2 INSTALLATION, GENERAL

- A. Clean substrates of substances harmful to insulations or vapor barriers, including removing projections capable of puncturing vapor barriers or that interfere with insulation attachment.
- B. Comply with insulation manufacturer’s written instructions applicable to products and application indicated.
- C. Install materials that are undamaged, dry, unsoiled, and that have not been exposed at any time to ice and snow.
- D. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

- E. Apply single layer of insulation to produce thickness indicated, unless multiple layers are otherwise shown or recommended as part of good practice to make up total thickness.

3.3 INSTALLATION OF GLASS-FIBER BUILDING INSULATION

- A. Install glass-fiber blankets in cavities formed by framing members according to the following requirements:
 - 1. Use blanket widths and lengths that fill cavities formed by framing members. Where more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Place blanket insulation to fill stud framed corners and headers and any other wall cavity to produce a continuous acoustic envelope.
 - 4. Glass-fiber blankets that have been subject to moisture before, during or after installation shall be removed and replaced with dry material.
 - 5. Glass-fiber insulation noted for acoustic purposes must be unfaced (no Kraft or foil facing).

3.4 LOW EXPANSION FOAM

- A. General: Low expansion foam is to be used to complete thermal integrity of the building envelope where other insulation products may not effectively do so. This shall include but not be limited to: perimeter of windows, doors and other openings as well as wall to roof transitions.
- B. Cracks, gaps, and crevices shall be filled prior to the application of interior finishes.
- C. Excess product shall be removed where it will obstruct other material application. Finished surfaces such as window and door frames shall be cleaned of all residue.
- D. Apply within manufacturer's recommended temperature range.

3.5 PROTECTION

- A. General: Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07900

SEALANTS, CAULKING AND FIRESTOPPING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. The applications for joint sealants as work of this Section include, but are not limited to, the following:
 - 1. As required to make exterior of the building weathertight.
 - 2. Between different exterior surface finish materials.
 - 3. Perimeter of wall penetrations for acoustic or firestopping purposes.
- B. Related Sections include the following:
 - 1. Division 6 Section "Finish Carpentry" for sealant where casework and trim meets adjacent surfaces.
 - 2. Division 8 Sections related to doors, frames, windows, curtain walls, glass and glazing.
 - 3. Division 9 Section "Steel Framing and Gypsum Board Products" for sealing perimeter joints of gypsum board partitions to reduce sound transmission and where top of walls and penetrations must be firestopped.
 - 4. Divisions 15 and 16 for firestopping of mechanical, plumbing, and electrical penetrations.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data, handling/installation/curing instructions, and performance tested data sheets for each product required.
- C. Submit specific UL tests corresponding to application of firestop products.
- D. Colors shall match adjacent surfaces. Submit color charts for selection.

1.4 QUALITY ASSURANCE

- A. Installer Qualification: An experienced Installer who has completed work similar in material, design and extent to that required for Project that has resulted in construction with a record of successful in-service performance.
- B. Applicators of UL approved firestop products: applicators shall demonstrate that they have been instructed in the proper installation of firestop products by the manufacturer/supplier of those products. (training card)
- C. Single-Source Responsibility: Obtain joint sealant materials from a single manufacturer for each product or system required.
- D. System Performance: Joint sealants are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealants to comply with this requirement will be recognized as failures of materials and workmanship.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the project site in original unopened containers listing manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealers indicated, or if not indicated, as selected by Architect from manufacturer's standard colors.
- C. Sealant for interior joints less than ½" in width shall be premium grade polyurethane.
- D. Sealant for interior joints greater than ½" in width shall be two component polyurethane base elastomeric sealant.
- E. Sealant for all exterior joints shall be low modulus silicone.
- F. Sealant for interior joints shall be single component silicone at interior sanitary applications.
- G. Sealant products as recommended and approved by manufacturers of building components for compatibility with their products and to ensure a weathertight seal.

2.2 FIRESTOPPING

- A. General: Provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 814 by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Type recommended by sealant manufacturer for adhesion of sealant to joint substrates indicated.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Backer Rod: Preformed, compressible, plastic foam as recommended by sealant manufacturer, and of size, shape and density to control sealant depth to produce optimum sealant performance.
- D. Cleaners: Non-staining chemical cleaners of type recommended by sealant manufacturer which are not harmful to substrates and adjacent materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealers, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturer.
- B. Joint Priming: Prime joint substrates where recommended by joint sealer manufacturer. Do not spill onto adjoining surfaces.

3.3 INSTALLATION

- A. General: Comply with joint sealer manufacturer's printed installation instructions applicable to products and application indicated.
- B. Exposed conditions: Where wall penetrations will be left exposed to view the workmanship shall be neat in appearance.
- C. Installation of Fire-Stopping Sealant: Install sealant and other accessory materials around mechanical and electrical services penetrating walls to provide fire-stops with fire resistance ratings indicated for the assembly in which the penetration occurs.

3.4 CLEANING AND PROTECTION

- A. Clean off excess sealants or sealant smears as work progresses by methods approved by manufacturers of the sealants.
- B. Protect joint sealers during and after curing period from contact with contaminating substances such as dust and dirt or from damage resulting from construction operations. Repair areas to be indistinguishable from original work.

END OF SECTION

SECTION 08100

HOLLOW METAL DOORS AND FRAMES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hollow metal welded frames for interior doors.
 - 2. Hollow metal welded frames for interior lites and glazing.
- B. Related Sections:
 - 1. Division 8 Section "Door Hardware" for door hardware and weather-stripping.
 - 2. Division 8 Sections "Flush Wood Doors" and "Glass and Glazing".
 - 3. Division 9 Section "Painting" for field painting of factory primed doors and frames.
 - 4. Division 16 Sections for power and controls to door hardware.

1.3 SUBMITTALS

- A. Product Data for each type of door and frame specified, including details of construction, materials, dimensions, hardware preparation, core, label compliance, sound ratings, profiles, and finishes.
- B. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Contract Drawings. Include elevations of door design types and accessory trim at frames, thresholds and integral weather-stripping and hardware.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames on delivery for damage. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. If cardboard wrappers on doors become wet, remove cartons immediately. Provide minimum ¼-inch spaces between stacked doors to promote air circulation.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Hollow Metal Frames:
 - a) de La Fontaine Industries.
 - b) Curries.
 - c) Steel Craft.

- d) Ceco Door Products.

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial-quality carbon steel, pickled and oiled, complying with ASTM A 569 (ASTM A 569M).
- B. Cold-Rolled Steel Sheets: Carbon steel complying with ASTM A 366 (ASTM A 366M), commercial quality, or ASTM A 620 (ASTM A 620M), drawing quality, special killed.
- C. Galvanized Steel Sheets: Zinc-coated galvanized steel complying with ASTM A 653 and ANSI A224.1 – 1990.
- D. Supports and Anchors: Fabricated from not less than 0.0478-inch-thick steel sheet; 0.0516-inch-thick galvanized steel where used with galvanized steel frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize complying with ASTM A 153, Class C or D as applicable.

2.3 HOLLOW METAL FRAMES

- A. Provide factory welded hollow metal frames for doors, sidelites, and vision lites as shown on the Drawings and scheduled. All frames shall be of welded construction (not modified knock-down frames), all corners to be "die mitered" and shall be continuously welded, flush, and smooth.
- B. Fabricate frames for a flush, hair-line miter at junctions of head and jambs. Reinforce corners with concealed clips.
- C. Reinforce frames at hardware locations.
- D. Frames to be of 16 gauge construction for openings up to 36" in width and 14 gauge at larger openings.
- E. Face frame exposure to be 2 inches at jambs and heads. Masonry heads shall be 4" unless scheduled otherwise.

2.4 HOLLOW METAL FRAMES FOR INTERIOR LITES

- A. Frame to be of minimum 16 gauge construction with 2-inch face frame exposure.
- B. Frames shall have welded corners for installation in wall opening.
- C. Prepare frame with fixed and removable stops for field installation of glazing.

2.5 FABRICATION

- A. Fabricate hollow frame units to be rigid, neat in appearance, and free from defects, warp, or buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site. Comply with ANSI/SDE 100 requirements.
 - 1. Internal Construction: One of the manufacturer's standard insulated core materials according to SDI standards:
 - 2. Clearances: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between non-fire-rated pairs of doors. Not more than 3/4 inch at bottom.
 - a) Fire Doors: Provide clearances according to NFPA 80.
- B. Fabricate exposed faces of doors from only cold-rolled steel sheet.
- C. Fabricate concealed stiffeners, reinforcement, edge channels, and moldings from either cold- or hot-rolled steel sheet.
- D. Exposed Fasteners: Provide countersunk flat or oval heads for exposed screws and bolts. Use coated, corrosion resistant fasteners at exterior exposure.
- E. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of SDI 107 and ANSI A115 Series specifications for door and frame preparation for hardware.
- F. Locate hardware according to the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
- G. Glazing Stops:
 - 1. Provide screw-applied, removable, glazing beads on inside of glass lites.

2.6 FINISHES, GENERAL

- A. Factory Priming for Field-Painted Finish: Apply shop primer that complies with ANSI A224.1 acceptance criteria and with capability to provide a sound foundation for field-applied topcoats.

PART 3 – EXECUTION**3.1 INSTALLATION**

- A. General: Install hollow metal doors, frames, sidelites, and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Placing Frames: Comply with provisions of SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
- C. Door Installation: Fit doors accurately in frames, within clearances specified in ANSI/SDI 100.

3.2 ADJUSTING AND CLEANING

- A. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION

SECTION 08200

FLUSH WOOD DOORS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. Extent and location of wood doors is shown on drawings and in the schedules.
- B. Types of doors required include the following:
 - 1. Interior solid core wood doors.
- C. Related Sections include the following:
 - 1. Division 8 Section "Door Hardware and Schedule"
 - 2. Division 8 Section "Hollow Metal Doors and Frames."
 - 3. Division 9 Section "Painting" for field touch-up of cut doors.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of door, including details of core and edge construction, trim for openings and factory-finishing specifications.
- C. Door Schedule: Submit schedule of doors using same reference numbers for details and openings as those on drawings. Include elevations of door design types.
- D. Sample: Submit a large wood veneer sample for verification.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of I.S.1 "Industry Standard for Wood Flush Doors," of National Wood Window and Door Association (NWWDA).
- B. Single-Source Responsibility: Obtain doors for entire project from a single manufacturer.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with requirements of referenced standards and recommendations of NWWDA pamphlet "How to Store, Handle, Finish, Install, and Maintain Wood Doors," as well as with manufacturer's instructions.
- B. Identify each door with individual opening numbers which correlate with designation system used on shop drawings for door, frames, and hardware, using temporary, removable or concealed markings.

1.6 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during remainder of construction period.

1.7 WARRANTY

- A. Door Manufacturer's Warranty: Submit written warranty on door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup or twist) or that show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of referenced quality standards. This Warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract.
 - 1. Solid Core Interior Doors: Five years after date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Subject to compliance with requirements, provide products by one of the following:
 - a. Eggers Industries
 - b. Lambton Doors.
 - c. Mohawk Flush Doors, Inc.
 - d. Marshfield Door Systems Company
 - e. Approved equal products by other manufacturers

2.2 INTERIOR WOOD DOORS

- A. Solid Core Wood Doors factory finished. All doors shall be factory finished. Submit manufacturer's standard finish options for selection.
 - 1. Match existing facility standard.
 - 2. General door construction shall be 7-PC-CE (particle core with compatible edge).
- B. Vision Frames:
 - 1. Rectangular vision lite frames consistent with door rating, surface mounted metal frames with beveled profiles. Frames shall be prefinished. Color to be selected from manufacturer's standard options.

2.3 FABRICATION

- A. Factory-prefit and premachine doors to fit frame opening sizes indicated.
- B. Factory or shop prepare doors to receive scheduled hardware.
- C. Do not exceed manufacturer's dimensional limitations on cut outs.
- D. Reinforce all doors to receive hardware (such as closers) without through bolting.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine installed door frames prior to hanging door. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and that they have been installed with plumb jambs and level heads.

3.2 INSTALLATION

- A. Manufacturer's Instructions: Install wood doors to comply with manufacturer's data and as specified.
- B. Install rated door assemblies in conformance with NFPA 80.

3.3 ADJUSTMENT AND PROTECTION

- A. Operation: Re-hang or replace doors which do not swing or operate freely.

- B. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 08710 - DOOR HARDWARE

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Commercial door hardware for the following:
 - a. Swinging doors.
 - b. Other doors to the extent indicated.
- B. Related Sections include the following:
 - 1. Division 8 Section "Hollow Metal Doors and Frames"

1.3 SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples: For exposed door hardware of each type indicated below, in specified finish, full size. Tag with full description for coordination with the Door Hardware Schedule. Submit samples before, or concurrent with, submission of the final Door Hardware Schedule.
 - 1. Door Hardware: As follows:
 - a. As requested by the Architect.
 - 2. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
- C. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
 - a. Organize door hardware sets in same order as in the Door Hardware Schedule at the end of Part 3.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data,

Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

- D. Keying Schedule: Prepared by or under the supervision of supplier, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
 - 1. Include lists of completed projects with project names and addresses of architects and owners, and other information specified.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, indicating current products comply with requirements.
- G. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 1.
- H. Warranties: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
 - 1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- B. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
- C. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
- D. Regulatory Requirements: Comply with provisions of the following:
 - 1. Comply with accessibility requirements as follows: Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1, FED-STD-795, "Uniform Federal Accessibility Standards,".
- E. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
 - 1. Test Pressure: Test Using Positive Pressure Method.
- F. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - 1. Function of building, flow of traffic, purpose of each area, degree of security required, functions of locksets and plans for future expansion.
 - 2. Preliminary key system schematic diagram.
 - 3. Requirements for key control system.
 - 4. Address for delivery of keys.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver keys to Owner by registered mail or overnight package service.

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other

work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.7 WARRANTY

- A. **General Warranty:** Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. **Special Warranty:** Written warranty, executed by manufacturer agreeing to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of operators and door hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. **Warranty Period:** One year from date of Substantial Completion, unless otherwise indicated.
- D. **Warranty Period for Manual Closers:** 10 years from date of Substantial Completion.

1.8 MAINTENANCE SERVICE

- A. **Maintenance Tools and Instructions:** Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

1.9 SPECIAL REQUIREMENTS

- A. The Contractor shall require his hardware supplier's Architectural Hardware Consultant to visit the job site prior to, and periodically during the application of hardware to confer with his construction superintendent and project manager and to ensure the proper installation, location and adjustment of hardware.
- B. Parts 1 and 2 of this Section defines the services, quality and types of materials and workmanship required for this project. The hardware scheduled in part 3 generally indicates the types and functions of hardware required for each opening. However, it is the Contractor's responsibility to accurately determine, furnish and install hardware of the proper quantities, sizes, weights, functions and finishes in compliance with this Section. The Contractor shall be responsible to determine and coordinate the necessary details required to schedule, order and install the hardware in compliance with this Section.
- C. The Contractor shall furnish and install all finish hardware required for the building. Hardware shall be furnished for openings shown on the Contract Drawings whether scheduled herein or not, at no additional cost to the Owner. This does not include openings specifically noted to be existing, relocated or reused, or generally indicated to be outside the scope of the work.
- D. Hardware not specifically listed for a particular opening shall be the same as hardware for similar openings elsewhere in the building.
- E. The Contractor shall save special tools and at least one copy of the manufacturers' templates and instructions provided for each different type of hardware and turn them over to the Owner's maintenance staff upon completion of the Work.
- F. This facility is intended to be accessible to and usable by the physically handicapped. Comply with applicable ANSI Standards, ADA and State and Local Codes regarding accessibility.
- G. Electric hardware items shall be furnished as specified and installed under this section. Wiring, wire connectors, electrical boxes, conduit and incidental electrical items shall be furnished and installed under Electrical Section.
- H. Some electrical items required by this section require power supplies and controls also by this section. In these instances, provide complete custom wiring diagrams by the device manufacturer.
- I. The Contractor's Architectural Hardware Consultant shall inspect the finished work and certify that all hardware has been furnished and installed in accordance with manufacturers' instructions and as specified and is functioning properly.

- J. Provide hardware on doors that lead to a hazardous area with a knurled finish on the outside (key side) lever handle. Specifically, at electrical closets, telephone closets, generator rooms, elevator machine rooms, other mechanical access areas and roof access.

PART 2- PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in this Section, door hardware sets indicated in door and frame schedule, and the Door Hardware Schedule at the end of Part 3.
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated.
- B. Designations: Requirements for design, grade, finish, size, and other distinctive qualities of each type of door hardware are indicated in the following paragraphs in Part 2. Door Hardware Schedule (Part 3) generally describes the quantity, type and function of hardware required for each opening. It is the Hardware Supplier's responsibility to determine and properly schedule each item of hardware based on the aggregate of information in this Section.

2.2 HINGES, BUTTS AND PIVOTS

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- B. Screws: Provide Phillips flat-head screws complying with the following requirements:
 - 1. For metal doors or frames install machine screws into drilled and tapped holes.
 - 2. For wood doors or frames install wood screws.
 - 3. For fire-rated wood doors install #12 x 1-1/4-inch, threaded-to-the-head steel wood screws.
 - 4. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - 1. Exterior and Out-swing Corridor Doors with Locks: Non-removable pins.
 - 2. Interior Doors: Non-rising pins.
- D. Tips: Flat button and matching plug, finished to match leaves.
- E. Number of Hinges: Provide number of hinges indicated but not less than 3 hinges per door leaf for doors 90 inches or less in height and one additional hinge for each 30 inches of additional height.
 - 1. Fire-Rated Doors: Not less than 3 hinges per door leaf for doors 86 inches or less in height with same rule for additional hinges.
- F. Provide steel and stainless steel hinges, ball-bearing type. The width of the hinge shall be sufficient to clear all trim.
- G. Provide Hinges with the following finishes:
 - 1. Steel Butt Hinges to have US26D Finish.
 - 2. Stainless Steel Hinges to have US32D finish.
- H. The following is a guide for hinge size and type required:

	MANUFACTURER	EXTERIOR	INTERIOR
1-3/4" Doors up to 3'0"	Stanley	FBB199-4 1/2"	FBB179-4 1/2"
	Hager	BB1199-4 1/2"	BB1279-4 1/2"
	McKinney	TB2314-4 1/2"	TB2714-4 1/2"
1-3/4" Doors over 3'0" <u>or where scheduled.</u>	Stanley	FBB199-4 1/2"	FBB168-4 1/2"
	Hager	BB1199-4 1/2"	BB1168-4 1/2"

	McKinney	T4B3368-4 1/2"	T4B3786-4 1/2"
1-3/8" Doors	Stanley	FBB199-4 1/2"	FBB179-4 1/2"
	Hager	BB1199-4 1/2"	BB1279-4 1/2"
	McKinney	TB2314-4 1/2"	TB2714-4 1/2"

- I. Continuous hinges shall be full mortise, heavy duty, extruded aluminum gear hinges, Pemko model CFM83HD.
 1. Where electric thru-wire model is scheduled/required, furnish with SER removable option which can be serviced or replaced without removing the door.
 2. Equal products by Hager or Markar will also be acceptable.

2.3 LOCK CYLINDERS AND KEYING

- A. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster).
- B. Equip locks with manufacturer's security cylinder and key locking system with patented and restricted keyway systems.
- C. Confirm the Owner's existing system as Sargent Signature interchangeable core cylinders.
- D. Metals: Construct lock cylinder parts from brass or bronze, stainless steel, or nickel silver.
- E. Comply with Owner's instruction for masterkeying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike with a group of related locks.
- F. Key Material: Provide keys of nickel silver only.
- G. Key Quantity: Furnish 3 change keys for each lock, 6 master keys for each master system and 6 grandmaster keys for each grandmaster system.
- H. Construction Key System: Provide a temporary key system for use during the construction period. Provide either temporary cylinders, or a system which is integral with the final cylinders and which is automatically voided upon use of the final change keys. It will be the Supplier's responsibility to change out the temporary cylinders with permanent cylinders, or to assist the owner in voiding the integral system when so directed by the Architect.
- I. Key Stamping and Bitting: Provide a complete bitting list to the Owner for his use in future work. This list is to be hand delivered or sent via Registered Mail directly to the Owner. Stamp keys with their Key Designation Symbol (AA1, AA2 etc.). Do not stamp keys with bitting numbers.
- J. Provide cylinders for Aluminum doors, Overhead doors, and other openings scheduled to received cylinders for hardware provided by others. Provide in the size, type quantity and finish required to properly operate the door hardware.

2.4 LOCKS, LATCHES AND BOLTS

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set, unless otherwise indicated. Where strikes are to be used on existing frames, provide strikes that match the existing frame preparation.
- B. Lock Throw: Provide 5/8-inch minimum throw of latch on pairs of doors. Comply with UL Requirements for throw of bolts and latch bolts on rated fire openings.
 1. Provide 1/2-inch minimum throw of latch for other bored and preassembled types of locks and 3/4-inch minimum throw of latch for mortise locks. Provide 1-inch minimum throw for all deadbolts.
- C. Locks: Provide heavy duty cylindrical locksets, ANSI Grade 1. Trim shall be levers with rose trim.
- D. The following is a guide to acceptable manufacturers and designs:

Corbin	ML2000 x NSA	
Sargent	8200LN x LNL	Signature Key System

Schlage	L9000 x 06
Yale	8700FL x AUR

- E. Lock Functions: Refer the hardware schedule in Part 3 for lock functions. All lock functions should be reviewed with the Owner prior to ordering.
- F. Where deadbolts are scheduled, provide heavy duty cylindrical type, Corbin 2100 Series or equal. Provide in the function scheduled.
- G. Provide locks in a dull chrome (US26D) finish.

2.5 CLOSERS AND DOOR CONTROL DEVICES

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit depending on size of door, exposure to weather, and anticipated frequency of use.
- B. Provide regular and parallel arms for closers. Generally, closers should be scheduled to be mounted on the side of the door least exposed to the public view, to the greatest extent possible.
- C. When furnishing closers for parallel arm mounting, provide closer with the manufacturers heavy duty rigid arm assembly.
- D. When installing door closers, mount to allow the greatest degree of swing possible. When mounting closers with special arms for "stop" or "hold open" allow for the greatest degree of swing possible, while maintaining the special function intended.
- E. Where scheduled, provide arms with built-in "stop" feature which includes heavy duty built-in shock absorbing spring action. Provide Yale "UNI" or equal feature by LCN or Sargent. Use this feature where scheduled or only where a floor or wall stop cannot be used or would cause a hazard.
- F. Provide accessories required to properly attach the closer to the door and frame. Such items include, but are not limited to: drop plates, spacers, brackets and special arms.
- G. Access-Free Manual Closers: Provide adjustable units complying with ANSI A117.1 provisions for door opening force and delayed action closing.
- H. Where "EM Closer/Holder" is scheduled, provide and electro-mechanical hold open feature, integral with the door closer and coordinated with the fire alarm system. Provide closers with track type arms.
- I. The following is a guide to acceptable manufacturers and designs:

	Standard Closers
LCN	4040 Series
Sargent	281 Series
Yale	4400 Series

- J. Provide closers in a sprayed aluminum finish.

2.6 DOOR TRIM UNITS

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine screws or self-tapping screws.
- B. Fabricate protection plates not more than 1 inch less than door width on pull side and 2 inches less than door width on the push side, by 8 inches high unless indicated otherwise.
 - 1. Metal Plates: Stainless steel, .50 inches (US 18 gauge).
- C. Door pulls shall be 1" round solid stainless steel. Pulls to have 10" centers with 2 1/2" clearance. Mount pulls by thru-bolting.
- D. Push and pull bars shall be 1" round solid stainless with a 2-1/2" clearance. Push bar to be mounted horizontally across the push side of the door and back to back mounted to the top of the pull which shall be vertically mounted on the pull side of the door.
- E. Kick plates shall be 8" high x 2" less than the door width for single doors and 1" less than the door width at pairs of doors. Plates shall be .50" thickness and be beveled on 4 sides. Provide shorter plates as may be required by the door design.

- F. Armor plates shall be 36" high x 2" less than the door width for single doors and 1" less than the door width at pairs of doors. Plates shall be .50" thickness and be beveled on 4 sides.
- G. Push plates shall be 8" x 16" x .50" stainless steel, beveled on 4 sides. Provide narrower plates as may be required the door design.
- H. Provide products by Don Jo, Hager, Ives or Rockwood.

2.7 STOPS

- A. Provide stops for all doors not equipped with holding or stay devices.
- B. Provide wall bumpers with concealed flange wherever possible. Provide anchorage as required for substrate. Provide Don-Jo 1406/1407 or equal by listed manufacturer.
- C. Where wall bumpers cannot be used, provide dome type floor stops of proper height. Provide anchorage as required for substrate. Don-Jo 1440/1442 or equal by listed manufacturer.
- D. Where neither a wall or floor bumper can be used without causing a hazard, provide an overhead stay, Don Jo 3120 series, or if the door is also scheduled to have a closer, provide a closer with a "stop arm".
- E. Where "heavy duty stops" are scheduled, provide Don-Jo floor mount model 1471 or wall mounted 1475 as required.
- F. Provide gray resilient parts for exposed bumpers.
- G. Provide products by Don Jo, Hager, Ives or Rockwood.

2.8 SILENCERS

- A. Provide pneumatic type, 1/2 inch diameter with 1/8 inch projection; Don-Jo 1608 or equal. Surface mounted, adhesive type are not acceptable.
- B. Provide three silencers for single doors and two silencers for pairs of doors.

2.9 WEATHERSTRIPPING AND THRESHOLDS

- A. Provide products by Pemko. Equal products by Hager, Reese and Zero Products will be acceptable.
- B. Threshold shall be mill finish, model 171A unless detail otherwise on the drawings.
- C. Weatherstripping shall be 303AS, replaceable silicon bulb in a low profile aluminum retainer.
- D. Door bottom shall be model 18100CP replaceable nylon brush sweep in an aluminum retainer.
- E. Split astragals shall be model 18041CP, nylon brush. Use split astragals where either door of a pair can be operated independently of the other.
- F. Overlapping astragals shall be model 375CR. Use overlapping astragals where scheduled.
- G. Where weatherstripping is scheduled in the hardware sets, provide
- H. Where gasketing is scheduled, provide Pemko PK55D adhesive backed smoke gasketing.

2.10 SOUND AND SIGHT SEALS

- A. Provide products by Pemko. Equal products by Reese, Zero and National Guard Products will be acceptable.
- B. Gasketing shall be model S88D. Provide complete at both jambs and head.
- C. Door bottom shall be model 4303CRL surface applied type.
- D. Where automatic door bottoms are scheduled, provide a threshold, model 271A.
- E. Astragal for sound seals at pairs shall be split type 351C x 351CS or overlap type 375CR as scheduled.

2.12 HARDWARE FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets (or push-pull units if no latch or lock sets).
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

- C. The designations used in schedules and elsewhere to indicate hardware finishes are the industry recognized standard commercial finishes, except as otherwise noted.
1. Finishes shall be US26D, US32D or equivalent except for closers which shall be sprayed aluminum and weatherstripping and thresholds which shall be anodized or mill finish aluminum.

PART 3 - EXECUTION

3.1 DOOR HARDWARE SCHEDULE

**REVIEW AND CONFIRM ALL FUNCTIONS WITH THE OWNER
BEFORE ORDERING**

<u>Quantity</u>	<u>Hardware</u>	<u>Model No.</u>	<u>Manufacturer (Basis of Design)</u>
3	HINGES	T4A3786	MCK
1	CLASSROOM LOCK	10-63-64-8237 X LNJ	SAR
1	STOP		
3	SILENCERS		

END OF SECTION

SECTION 08810

GLASS AND GLAZING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 1600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Glass for interior door lites and vision lite frames.
- B. Related Sections include the following:
 - 1. Division 8 Section "Hollow Metal Doors and Frames", "Flush Wood Doors", and "Glazed Aluminum Windows, Entrances & Curtain Walls" for glass applications.

1.3 REFERENCE SPECIFICATIONS

- A. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- B. ASTM C162 - Standard Terminology of Glass and Glass Products.
- C. ASTM C1036 - Standard Specification for Flat Glass.
- D. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass -- Kind HS, Kind FT Coated and Uncoated Glass.
- E. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass.
- F. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Glass.
- G. ASTM E773 - Standard Test Method for Seal Durability of Sealed Insulating Glass Units.
- H. ASTM E774 - Standard Specification for Sealed Insulating Glass Units.
- I. ASTM E1300 - Standard Practice for Determining the Minimum Thickness and Type of Glass Required to Resist a Specified Load.
- J. ASTM E2188 - Standard Test Method for Insulating Glass Unit Performance.
- K. ASTM E2189 - Standard Test Method for Testing Resistance to Fogging in Insulating Glass Units.
- L. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.
- M. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
- N. Insulating Glass Manufacturers Alliance (IGMA)- Glazing Guidelines.

1.4 SUBMITTALS

- A. Product data and literature for each type of glazing and accessory specified or otherwise required to complete the Project.
 - o Testing reports required to demonstrate blast-resistant glazing meets force protection requirements as required per UFC 4-010-01.
- B. Submit manufacturer's standard warranty for glass products.

1.5 QUALITY ASSURANCE

- A. Obtain all glazing for each application from a single source.

- B. Installer Qualifications: An experienced installer who has completed work similar in material, design and extent to that required for the Project, which has resulted in construction with a record of successful in-service performance.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store and protect materials in conformance with manufacturer's recommendations.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Glazing manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Guardian Industries Corporation
 2. PPG Industries, Inc.
 3. Pilkington
 4. Schott Corporation
 5. Viracon
 6. Old Castle BuildingEnvelope

2.2 INTERIOR HOLLOW METAL FRAMES AND DOOR LITES

- A. Tempered glass in all doors and adjacent frames and vision frames as required by applicable codes.
- B. Refer to Door and Frame Schedule for glazing scheduled at each opening.

2.3 SAFETY GLASS APPLICATIONS

- A. All safety glass shall be provided with an etched, permanent logo identifying 16CFR-1201 and ANSI Z97.1 compliance.
- B. Review all applications of glass and schedule safety glass as required by applicable codes and industry standards.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Follow manufacturer's suggested installation instructions. Where conflicting information exists, contact the Architect immediately for resolution.
- B. Examine the framing, glazing channel surfaces, and condition of other substrates to receive glazing.
- C. Clean glazing channels immediately prior to application of glazing.
- D. Install spacers as required. Provide 1/8-inch minimum space between the glass and frames.
- E. Remove excess silicone sealants before they cure.

3.2 CLEANING

- A. Clean with water, sponge or cloths. Avoid damage to sealant materials by avoiding abrasive cleaners and scrapers.

END OF SECTION

ND OF SECTION

SECTION 09250

STEEL FRAMING AND GYPSUM BOARD PRODUCTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - A. Steel framing systems for exterior envelope and interior framing conditions.
 - B. Gypsum board assemblies attached to steel framing for interior partitions and soffits.
 - C. Fasteners
 - D. Joint treatment materials.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Structural drawing general notes and requirements as they relate to light gauge metal framing.
 - 2. Division 6 Section "Rough Carpentry" for blocking prior to application of wall board.
 - 3. Division 7 Section "Membrane Roofing" for board products used in roof assemblies.
 - 4. Division 7 Section "Building Insulation and Vapor Retarders" for acoustic batt insulation, spray foam insulation and other systems associated with metal framing.
 - 5. Division 7 Section "Sealants, Caulking and Firestopping" for perimeter conditions and penetrations.

1.3 SUBMITTALS

- A. Product Data for steel framing, gypsum board, panel products, fasteners, and joint compound. Submit additional material and accessory data as may be directed by the Architect.
- B. Schedule and/or shop drawings to verify and document the size, gauge and spacing of all light gauge steel framing members, fasteners, and assemblies. The submission shall be sealed and signed by a NH licensed Professional Engineer as verification that all load and performance requirements can be met by the submitted materials and assemblies.

1.4 QUALITY ASSURANCE

- A. Obtain each type of gypsum board and other panel products from a single manufacturer.
- B. Provide the services of a NH licensed Professional Engineer for design review of light gauge steel framing.
- C. Reference AISI "Specifications for the Design of Cold-Formed Structural Members," latest edition for design of light gauge framing systems.
- D. Obtain finishing materials from either the same manufacturer that supplies the board product or from a manufacturer acceptable to the board manufacturer.
- E. Where fire-resistance-rated gypsum board assemblies are indicated, provide gypsum board products, accessories and assemblies that comply.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer.

- B. Store materials inside under cover and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack panel products flat to prevent sagging.
- C. Do not stress floor, wall (by leaning boards against walls), or roof systems with stored materials. Distribute the materials and their associated load.

1.6 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board and other panel products to comply with ASTM C 840 requirements or product manufacturer's recommendations, whichever is more stringent.
- B. Room Temperatures: For attachment of gypsum board to framing, maintain not less than 40 degrees F. Do not exceed 95 degrees F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid rapid drying of finishing materials.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Framing:
 - a) Clark Steel Framing, Inc.
 - b) Consolidated Systems, Inc.
 - c) Dale Industries, Inc.
 - d) Dietrich Industries, Inc.
 - e) Marino/Ware (formerly Marino Industries Corp.).
 - f) National Gypsum Co.; Gold Bond Building Products Division.
 - g) Unimast, Inc.
 - 2. Gypsum Board and Related Products:
 - a) Domtar Gypsum.
 - b) Georgia-Pacific Corp. (DensDeck roof cover boards)
 - c) National Gypsum Co.; Gold Bond Building Products Division.
 - d) United States Gypsum Co. (Securock glass-mat roof cover boards)
 - e) CertainTeed Corporation (GlasRoc roof cover boards)
 - 3. Joint Sealant:
 - a) DAP
 - b) Dow Corning
 - c) Pecora
 - d) Tremco
 - e) Sika

2.2 STEEL FRAMING SYSTEMS

- A. Provide studs, runners, heavier gauge and taller deflection tracks, bracing and other framing members as indicated or needed for a complete installation and to meet performance criteria.
- B. Framing member depths are indicated on the drawings.
- C. Interior non-loadbearing partitions shall consist of the following: "C" shaped, 3 5/8" studs (6" where noted), 16" c/c spacing, 20 gauge minimum, L/240 maximum deflection. Head and sill tracks to be 20 gauge minimum.
- D. Miscellaneous framing shall include:
 - 1. Light gauge framing for interior partitions and soffits.
- E. All studs in head tracks on exterior and interior partitions that span from floor-to-deck shall have a 3/4" gap between the top of the stud and the track seat to allow for deflection.
- F. Prescribe bracing for interior and exterior wall assemblies to meet deflection criteria and as recommended for good standard practice conditions.

- G. All metal framing shall be electro-galvanized.
- H. Prescribe and provide standard accessory components and fasteners needed for a complete structural assembly. This shall include but not be limited to: screws, clips, angles, anchors, ties and bracing. All accessories shall be factory treated to prevent corrosion.

2.3 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated of 48-inch width and in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
- B. Gypsum Wallboard (GWB): Proprietary type in conformance with ASTM C 36. Product throughout shall be 5/8-inch thick, unless noted otherwise, with tapered edges and fire classification suitable for rated assemblies.

2.4 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints of formed metal or plastic complying with ASTM C 1047. Metal shall be steel sheet zinc coated by hot-dip or electrolytic process, or steel sheet coated with aluminum or rolled zinc.
- B. Provide shapes as indicated on the drawings specified herein or as required by field conditions.
- C. Shapes shall include some, but not necessarily all, of the following:
 - 1. Cornerbead on outside corners.
 - 2. L-bead with face flange only; face flange formed to receive joint compound. Use L-bead where indicated.
 - 3. One-piece control joint formed with V-shaped slot and removable strip covering slot opening.

2.5 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, or glass fiber reinforcing tape.
- C. Drying-Type Joint Compounds for Gypsum Board: Factory-mixed vinyl-based products of all-purpose compound formulated for both taping and topping compounds.

2.6 ACOUSTICAL SEALANT

- A. Acoustical Sealant for Exposed and Concealed Joints at Gypsum Wall Board perimeters and penetrations: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.
 - 1. Product shall be effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

2.7 MISCELLANEOUS MATERIALS

- A. Steel drill screws complying with ASTM C 1002 for the following applications:
 - 1. Fastening gypsum board to steel members less than 0.033 inch thick.
 - 2. Fastening panel products to metal framing as recommended by manufacturers of specific panel products.
 - 3. Fastening steel framing to itself shall utilize pan head type screws as recommended by the manufacturer.
 - 4. Fastening steel framing to masonry walls, concrete foundations and slabs as recommended by manufacturers of metal framing manufacturer for the application but not less than 16" c/c.
 - 5. Fill all voids between stud head tracks and flutes of the metal deck with fiberglass batt. At rated assemblies UL approved firestop products shall be used in the deck flutes and at both sides of the GWB assembly and both sides of all annular openings.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates to which gypsum board assemblies and panel products attach or abut for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF METAL FRAMING

- A. Field verify the on-slab layout and location of all partitions and openings prior to proceeding with the work. Notify the Architect of any conflicts between the drawings and the field layout.
- B. Studs shall be positioned vertically in the runners, spaced consistently at 16" c/c.
- C. Studs shall be cut $\frac{3}{4}$ " shorter than the top of deflection tracks and not attached to the track to allow for deflection.
- D. Install hat channel with adequate openings so as to enable voids to be filled with spray-foam insulation.
- E. Install single studs at all jambs for exterior door and window openings to maximize spray-foam insulation application.
- F. Install double jamb studs at all interior doors and other openings.
- G. Install studs at each side of gypsum wall board control joints.
- H. Install "headers" at all wall openings. Exterior wall openings as prescribed by engineering. Interior wall openings as prescribed by standard of good practice.
- I. Install additional framing as required to adequately brace tall partitions and large openings.
- J. Install additional studs where required to provide anchorage for siding and trim.
- K. Comply with manufacturer's instructions and recommendations except where stricter requirements have been specified herein or by the Professional Engineer's review of light gauge framing.

3.3 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate both edge or end joints over supports. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Avoid joints other than control joints at corners of framed openings where possible.
- D. Attach gypsum panels to framing provided at openings and cutouts.
- E. Form control joints at locations that may be indicated and along walls which exceed 30' uninterrupted length. Gap edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels at control joints.
- F. Where acoustical isolation assemblies are required, seal construction at base perimeter of the wall and penetrations with a continuous bead of acoustical sealant at both faces of the partitions. Hold wall board $\frac{3}{4}$ " to $\frac{1}{2}$ " above slab and fill gap with sealant. Gap must be clean. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies. Acoustic isolation is required at all partitions scheduled to receive acoustic batt insulation. Apply a continuous bead of sealant around all electrical boxes and other wall penetrations to enhance sound performance of the wall assembly.
- G. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.
- H. Panel edges shall be only rough taped above suspended ceilings where not exposed to view.

3.4 GYPSUM BOARD APPLICATION METHODS

- A. On partitions/wall, apply gypsum panels vertically (parallel to framing), and provide panel lengths that will minimize end joints.
- B. Install control joints according to ASTM C 840 and manufacturer's recommendations and in specific locations approved by Architect for visual effect.
- C. Hold drywall off floor minimum of 3/8" to 1/2".

3.5 FIELD QUALITY CONTROL

- A. Above-Ceiling Observation: Architect will conduct an above-ceiling observation prior to installation of suspended ceilings and report any deficiencies in the Work observed. Do not proceed with installation of ceiling until deficiencies have been corrected. Notify Architect one week in advance of the date and the time when the Project, or part of the Project, will be ready for an above-ceiling observation.

3.6 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 09510

ACOUSTICAL CEILINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Acoustical ceiling panels.
 - 2. Exposed grid suspension systems.
 - 3. Seismic design criteria.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 9 Section "Steel Framing and Gypsum Board Products" for abutting work.
 - 2. Division 15 Sections for mechanical, plumbing and fire protection items mounted in ceilings.
 - 3. Division 16 Sections for electrical fixtures and accessories mounted in ceiling systems.

1.3 SUBMITTALS

- A. Product Data for each type of acoustical ceiling unit and suspension system.
- B. Samples for verification; 6 x 6 inch samples of panel; 8 inch long samples of suspension system and trim.
- C. Identify ceiling areas which may require seismic restraint.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed ceiling system installations similar in material, design and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Provide suspension systems from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical ceiling units to Project site in original unopened packages and store in an enclosed and conditioned space.
- B. Protect ceiling units and other materials against damage.

1.6 EXTRA MATERIALS

- A. Deliver extra materials to the Owner. Extra materials shall consist of 1 box of Ceiling Type 1 or 2% of the total square footage installed, whichever is greater.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Ceiling tiles and suspension systems shall match existing tiles.

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Ceiling Panels:
 - a. Rockfon
 - b. Armstrong
 - c. USG
 2. Suspension Systems: (shadow molding shall be used at wall perimeters unless noted otherwise)
 - a. Rockfon
 - b. Armstrong
 - c. USG

PART 3 – EXECUTION

3.1 PREPARATION

- A. Measure each ceiling area and establish layout to balance border widths. Avoid use of less than half width units at borders and comply with ceiling layout requirements.
- B. Coordinate layout with mechanical, electrical and fire protection.
- C. Review Architect's plans with respect to centering and alignment of the grid.

3.2 INSTALLATION, GENERAL

- A. Install suspension system and panels in accordance with manufacturer's instructions and recommendations and in accordance with ASTM C636.
- B. Provide all components for complete installation per manufacturer's requirements.
- C. Suspend main beams from overhead construction as recommended by the manufacturer.
- D. Use only sharp blade for crisp cut edges; ragged edges will be rejected.

3.3 ADJUSTING AND CLEANING

- A. Replace damaged, broken and soiled panels.
- B. Clean exposed surfaces of suspension system.

END OF SECTION

SECTION 09650

RESILIENT FLOORING, BASE AND ACCESSORIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Rubber sheet flooring
 - 2. Transition strips between rubber flooring and dissimilar floor finishes.
 - 3. Resilient wall base and accessories.
 - 4. Moisture testing of concrete slab to receive flooring products.

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Initial Selection: Manufacturer's standard sample sets consisting of sections of units showing the full range of colors and patterns available for each type of product indicated.
 - 1. For resilient accessories, manufacturer's standard-size samples of each resilient accessory color and pattern specified.
- C. Maintenance Data: For resilient flooring and accessories to be included in the maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has specialized in installing resilient products and with a record of successful in-service performance.
- B. Source Limitations: Obtain each type and color of product specified from one source with resources to provide products of consistent quality in appearance and physical properties.
- C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM E 648.
 - 2. Smoke Density: Maximum specific optical density of 4560 or less when tested per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product, manufacturer, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 degrees F.
- C. Store tiles on flat surfaces.
- D. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

1.6 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 degrees F or more than 95 degrees F in spaces to receive products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After post-installation period, maintain a temperature of not less than 55 degrees F or more than 95 degrees F.
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during flooring installation and for time period after installation as recommended by manufacturer.
- D. Install tiles and other resilient accessories after other finishing operations, including painting, have been completed.
- E. Do not install flooring over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive, as determined by flooring manufacturer's recommended bond and moisture test. Contractor is responsible to provide any moisture mitigation required in both new and existing slabs in order to achieve moisture content values as recommended and warrantable by the flooring manufacturer.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 1. Furnish 2% total installed square footage (not less than 1 box) of additional resilient tile flooring. The colors shall proportionately represent the colors used on the Project.
 2. Deliver extra materials to Owner.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Products by one of the following manufacturers:
 1. Resilient Rubber Tile Flooring.
 - a. Nora – Norament Grano
 - b. Mannington – Colorspec Sculptured
 - c. Johnsonite – Microtone
 - d. Roppe - Fiesta
 2. Resilient Accessories
 - a. Johnsonite
 - b. Mannington
 - c. Roppe
 - d. Nora
- B. Initial product selection has been made based upon products by Johnsonite. Similar products by other manufacturers will be considered subject to substitution terms specified herein.

2.2 RESILIENT TILE

1. Resilient Rubber Tile Flooring.
2. Products complying with ASTM F 1344 and with the following requirements:
 - a. Color and texture as selected by Architect from manufacturer's standard product range. Identify if some colors are premium cost and not included. Assume uniform color application.
 - b. Class I-B
 - c. Smooth surface.
 - d. Nominal size of 40" x 40".
 - e. Nominal thickness of 1/8 inch (3/8" at sports flooring locations)
 - f. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: Not less than 85 Shore A.

- g. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.

2.3 RESILIENT ACCESSORIES

- A. Vinyl Wall Base: Products complying with FS SS-W-40, Type II. Use 1/8" gauge, 4" straight base at carpet installations and 4" cove base at rubber tile.
- B. Vinyl Accessory Moldings: Products suitable for use indicated.
- C. Vinyl Transitions: Product suitable for transition to adjoining material.

2.5 INSTALLATION ACCESSORIES

- A. Trowelable Levelling and Patching Compounds: Latex-modified, Portland-cement-based formulation provided or approved by flooring product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur for compliance with manufacturer's requirements, including those for maximum moisture content.
- B. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.
- E. Where required to achieve required moisture levels, provide sealant or other mitigation measures as approved by flooring manufacturer.

3.3 RUBBER TILE INSTALLATION

- A. NOTE: Do not "basket-weave" or quarter-turn rubber tile. Grain pattern shall be uniform in direction.
- B. General: Comply with tile manufacturer's written installation instructions.
- C. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
- D. Lay tiles square with room axis, unless otherwise indicated.
- E. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
- F. Lay tiles in pattern of colors and sizes as illustrated. Patterns shall consist of full tiles only, no cutting for pattern will be required.
- G. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.

- H. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- I. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
- J. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- K. Hand roll tiles according to tile manufacturer's written instructions.

3.4 RESILIENT ACCESSORY PRODUCTS INSTALLATION

- A. General: Install resilient accessories according to manufacturer's written installation instructions.
- B. Apply resilient wall base to walls, columns, pilasters, locker bases, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
 - 1. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
 - 2. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 3. Do not stretch base during installation.
 - 4. Form outside corners on the job from straight pieces of maximum lengths possible, without whitening at bends. Shave the back of the base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
 - 5. Form inside corners on the job from straight pieces of maximum lengths possible by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave the back of the base where necessary to produce a snug fit to substrate.
- C. Place resilient accessories so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer strips at edges of flooring that would otherwise be exposed.

3.5 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products.
 - 1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
 - 3. Do not wash floor until after time period recommended by flooring manufacturer.
 - 4. Damp-mop floor to remove marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods recommended by flooring manufacturer.
- C. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels. Damaged materials shall be replaced.
- D. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations. Coordinate the type of finish wax with the Owner's housekeeping staff.
- E. Final cleaning of the rubber floors shall be performed by the installer or cleaning subcontractor. Some defects may only become apparent at that time. Any additional "punch-list" items shall be promptly documented and communicated through the General Contractor.

END OF SECTION

SECTION 09680

CARPET

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 01600.

1.2 SUMMARY

- A. This Section includes carpet products and carpet installation.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 3 Section "Concrete" for curing compounds and the compatibility of other concrete treatments with carpet adhesives.
 - 2. Division 9 Section "Resilient Tile Flooring, Base and Accessories" for base and transition accessories.
 - 3. Division 9 Section "Ceramic Tile" for transitions at abutting conditions.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of carpet installation accessory specified. Submit manufacturer's printed data on physical characteristics, durability, and fire-test-response characteristics. Submit methods of installation for each type of substrate.
- C. Maintenance data for installed carpet to be included in the operation and maintenance manual specified in Division 1.
- D. Installation Requirements: Manufacturer's requirements relative to acceptable moisture levels in substrate prior to installation.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed work similar in material, design and extent to that required for the Project; that has resulted in a record of successful in-service performance.
- B. Single-Source Responsibility: Obtain each type of carpet and accessory from one source and by a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.
- B. Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.

1.6 PROJECT CONDITIONS/SUBSTRATE TESTING

- A. Carpet is to be installed over existing VCT flooring. Strip and prepare VCT in accordance with carpet manufacturer's recommendations.

1.7 WARRANTY

- A. Carpet Warranty: Submit manufacturer's standard written warranty executed by carpet manufacturer and Installer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the product's standard warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.

1.8 EXTRA MATERIALS

- A. Furnish extra carpet materials after installation is complete. Extra materials shall consist of large scrap pieces left with Owner for future repairs.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design:
 - 1. Manufacturer: Bolyu Carpet
 - 2. Style: Crossing Tile
 - 3. Color: Spa Spun
- B. Approved manufacturers:
 - 1. Bolyu
 - 2. Mannington Commercial
 - 3. Interface
- C. Initial product selection has been made based upon products by Bolyu. Similar products by other manufacturers will be considered subject to the substitution terms specified herein and conformance with design intent.

2.2 INSTALLATION ACCESSORIES

- A. Accessories as recommended by the carpet manufacturer and required by Project conditions.
 - 1. Trowelable Underlayment and Patching Compounds.
 - 2. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet.
 - 3. Seaming Cement: Hot-melt adhesive tape or similar product for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 – EXECUTION

3.1 PREPARATION

- A. General: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet.
- B. Level subfloor using leveling and patching compounds to fill cracks, holes, and depressions in subfloor. Scrape off cementitious and joint compound deposits from surfaces to receive carpet.
- C. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.
- D. Broom and vacuum clean subfloors to be covered with carpet.

3.2 INSTALLATION AND PROTECTION

- A. Direct Glue-Down Installation: Comply with CRI 104, Section 8: "Direct Glue-Down."
- B. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position.

- C. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.
- D. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Perform the following operations immediately after completing installation.
 - 1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
 - 2. Remove protruding yarns from carpet surface.
 - 3. Vacuum carpet using commercial machine with face-beater element.
- F. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure carpet is without damage or deterioration at the time of Substantial Completion. Comply with CRI 104, Section 15: "Protection of Indoor Installation."

END OF SECTION

SECTION 09900

PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Generals and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Substitutions: Materials shall be as specified herein, except consideration shall be given to other products that meet or exceed those specified if requested five (5) days prior to the date of bid opening in accordance with SECTION 1600.

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of all exposed interior and exterior items and surfaces not otherwise prefinished. This shall include but not be limited to the following:
 - 1. Interior hollow metal door frames and vision frames.
 - 2. Interior GWB walls and soffits.
 - 3. All new and existing surfaces that are within the work limits are intended to be finished as part of the scope of this project; they shall be painted unless noted otherwise.
- B. If the finish and paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. Contact Architect for color selection.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
- D. Exposed metal conduits shall be painted.
- E. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- F. Related Sections include the following:
 - 1. Division 8 Section "Hollow Metal Doors and Frames" for shop priming steel doors and frames.
 - 2. Division 9 Section "Steel Framing and Gypsum Board Products" for surface preparation for gypsum board walls ceilings and soffits.
 - 3. Divisions 15 and 16: Preparation and painting of mechanical and electrical work is specified in Divisions 15 and 16, respectively. Exposed systems to be field painted shall be identified by those trades.

1.3 PROJECT CONDITIONS AND SCOPE CLARIFICATIONS

- A. Paint colors are to be selected. Assume a single paint color for wall application.
- B. Assume that a single accent color wall will be used in each large room. Assume a maximum of two (2) accent colors will be selected.
- C. All new interior solid core wood doors shall be factory finished; seal the edges of doors that are field cut.
- D. Exposed mechanical and electrical devices in finished spaces that are not pre-finished shall be field painted.
- E. Any new or existing surface that is finished and subsequently requires patching shall receive a minimum of one coat of paint to cover the entire surface and extending to appropriate break points, that is, corner to corner, floor to ceiling, etc.

1.4 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
4. Semi-gloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.5 SUBMITTALS

- A. Source/Product Data: Identify product manufacturer to be used and submit product data for each paint system specified. Cross reference paint systems to those identified in this specification.
- B. Colors: Submit 2 color fans for initial color selection from the proposed manufacturer if it is other than Sherwin Williams.
- C. Paint Schedule: Upon completion of the Work submit a schedule of the paint products used, color recipe, and product source.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F to protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.8 ENVIRONMENTAL CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 degrees F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 degrees F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
- D. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.9 EXTRA MATERIALS

- A. Furnish usable, leftover paint at the end of the Work to the Owner. Package paint materials in sealed containers for storage and identify with labels describing contents. Extra materials shall be in new unopened containers. Provide list of colors, numbers, and where they were used.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Products: For purposes of this specification products and systems by the Sherwin-Williams Co. have been referenced in the painting schedules.
- B. Manufacturers: Subject to compliance with requirements, provide equal grade paint products and systems by one of the following:
 - 1. Sherwin-Williams Co. (SW).
 - 2. Benjamin Moore & Co. (Moore).
 - 3. PPG Industries, Inc. (PPG).
 - 4. Pratt & Lambert, Inc. (P & L).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality commercial paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Match colors selected from color charts of other manufacturers if so requested by the Architect.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified herein.
 - 1. Provide barrier coats over incompatible primers.
 - 2. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants.
 - 3. Existing painted metal surfaces: Remove existing paint and prepare surface for new paint in accordance with manufacturer's recommendations.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Surface treatments and finishes are indicated in the schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- B. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 - 1. Brushes: Use brushes best suited for the type of material applied.
 - 2. Rollers: Use rollers as recommended by the manufacturer for the material and texture required.
 - 3. Spray equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required. Only prime coats may be spray applied.
- C. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in public spaces of the building. Work rooms, and mechanical rooms are exempt.
- E. Prime Coats: Apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Sand lightly between coats. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the Architect.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
 - 2. Touch-up shall be corner to corner/break to break. No spot touch up.

3.6 PAINT SCHEDULE

INTERIOR

- A. NOTE For reference purposes all the products below are as manufactured by Sherwin Williams. Equal products by listed manufacturers shall be considered.
- B. New Painted Gypsum Board Walls (general):
 - 1. First Coat: ProMar 200 Interior Latex Primer.
 - 2. Two Coats: ProMar 200 Interior Latex EG-Shel or Satin Finish (at Toilet Rooms).
- C. Painted Gypsum Board Ceilings and Soffits:
 - 1. First Coat: ProMar 200 Interior Latex Primer.
 - 2. Two Coats: ProMar 200 Interior Latex Flat.

D. Ferrous Metal: Hollow Metal Doors, Frames:

1. First Coat: Kem Bond High Solids Primer (if not factory or shop primed).
2. Two Coats: ProMar Metal Enamel interior alkyd semi-gloss.

END OF SECTION

State of New Hampshire

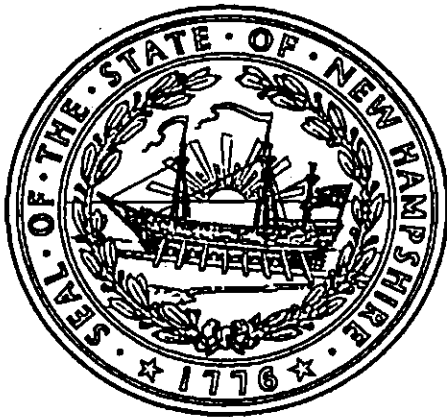
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JBC CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 07, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 796577

Certificate Number: 0004472194



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of March A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



JBC CONSTRUCTION

CORPORATE RESOLUTION

I, Dan Callahan, hereby certify that I am the Sole Member of the company known as JBC Construction LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind JBC Construction LLC, and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: _____

Dan Callahan

Date: _____

5/29/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2019

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Sylvia Allard PHONE (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331 E-MAIL ADDRESS: sailard@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Tudor Ins Co INSURER B: Concord General Mutual Ins Co INSURER C: LM Insurance Corp INSURER D: INSURER E: INSURER F:	
		NAIC # 37982 20672	

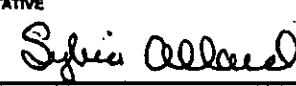
COVERAGES **CERTIFICATE NUMBER:** 18-19 GL & WC/19-20 BA **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8525103	07/13/2018	07/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20028059	02/07/2019	02/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC531S819463018 (3a.) NH	07/14/2018	07/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Daniel Callahan excluded from workers compensation coverage						

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

Work to be performed at the Army Aviation Support Facility Operations. Renovations located at 26 Regional Drive in Concord, NH 03301

CERTIFICATE HOLDER The Adjutant General's Department 4 Pembroke Road Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Company Name: JBC Construction LLC
 Project Name: AASF - Office Renovations
 Project Number: RFB ADJ GEN 2019-06

WORK CERTIFICATE

for all Contractors before beginning work on public projects

Certification Requirements of RSA 21-I:80 and RSA 228:4-b

By New Hampshire law, before any work is done on any major state project or any work on any highway, bridge or other construction, reconstruction, alteration or maintenance project, each contractor, subcontractor, and independent contractor shall complete and sign this form and provide the following:

1. Attach a certificate of your current Workers' Compensation Insurance coverage, naming NH Adjutant Generals Department, 4 Pembroke Road, Concord, NH 03301 as the certificate holder. Workers' Compensation insurance policies must show a *specific endorsement for the state of New Hampshire*.

Per NH RSA 228:4-b. Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site, without exception. All persons performing work on site must have workers compensation coverage on file with the NH Department of Labor.

2. Provide below an estimate of the total number of workers anticipated to be employed on the project during the contract period, and a number of days (8-hour periods), applied to each insurance classification code applicable to the work to be performed:

Number of workers	Days	Classification code & description of work
1	30	5403 supervision & self performed carpentry
1	15	5403 self performed carpentry

[Attach additional sheets as necessary]

3. Provide proof of compliance with NH Department of Labor safety program requirements under RSA 281-A:64, in the following form:

a. By signing and submitting this form, you agree to provide employees with safe employment; to furnish personal protective equipment, safety appliances and safeguards; to ensure that such equipment, appliances and safeguards are used regularly; and to adopt work methods and procedures which will protect the life, health, and safety of employees.

b. Do you have 15 or more employees? (Check one) YES or NO

- IF YES, you agree to administer a joint loss management committee composed of the following named persons:

Employer representatives: _____

- IF YES, you are required to prepare a written safety program and file a Safety Summary Form with the NH Department of Labor under regulations Lab 515.16 and Lab 602.02. This requirement applies to all employers, including non-resident employers. Businesses with 15 or more employees must file the Safety Summary Form only once. If you have questions about the Safety Summary Form or your company's needs, please contact a New Hampshire Department of Labor Safety inspector at (603) 271-6850 or 271-6297.

By signing and submitting this form, you are providing a sworn statement that workers' compensation coverage shall remain in effect, covering each person controlled or directed by you to work on the project, for the duration of his or her anticipated work on the project. You further acknowledge and confirm that you will not permit or direct any person excluded from your insurance coverage to work on the project. Any person who fails to comply or who falsifies information is subject to a civil penalty of up to \$2,500 plus \$100 per person per day of noncompliance and shall not be allowed to bid or work on state projects for up to 5 years.

Printed Name and Title of Authorized Agency Official

Date:

Signature of Authorized Agency Official

Company Name: JBC Construction LLC

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

Telephone number: 603-965-5262 E-mail address: dan_callahan@comcast.net

This Form and all supporting documentation shall be returned to the Prime Contractor, who shall forward it with each subcontractor approval submission to the NH Adjutant Generals Department.



BOND NO. QSU000921

Payment Bond

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

CONTRACTOR (Name and Address):
JBC Construction LLC
P.O. Box 107
Londonberry, NH 03053

SURETY (Name and Principal Place of Business):
General Casualty Company of Wisconsin
365 Northridge Road, Suite 400
Atlanta, GA 30350

OWNER (Name and Address):
The Adjutant General's Department
4 Pembroke Road
Concord, NH 03301

CONSTRUCTION CONTRACT

Date: **03/29/19**

Amount: **\$ 168,550.00**

Description (Name and Location): **Army Aviation Support Facility- Operations Renovations**
Concord, New Hampshire 03301

BOND Date (Not earlier than Construction Contract Date): 04/01/19

Amount: **\$ 168,550.00**

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
JBC Construction LLC

SURETY
Company: _____ (Corporate Seal)
General Casualty Company of Wisconsin

Signature: *Dan Callahan*
Name and Title: **Dan Callahan**
MEMBER

Signature: *David R. Brett*
Name and Title: **David R. Brett**
ATTORNEY-IN-FACT

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

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

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services

required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

BOND NO. QSU000921

Performance Bond

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

CONTRACTOR (Name and Address):

**JBC Construction LLC
P.O. Box 107
Londonberry, NH 03053**

SURETY (Name and Principal Place of Business):

**General Casualty Company of Wisconsin
365 Northridge Road, Suite 400
Atlanta, GA 30350**

OWNER (Name and Address):

**The Adjutant General's Department
4 Pembroke Road
Concord, NH 03301**

CONSTRUCTION CONTRACT

Date: 03/29/19

Amount: \$ 168,550.00

Description (Name and Location): **Army Aviation Support Facility- Operations Renovations
Concord, New Hampshire 03301**

BOND

Date (Not earlier than Construction Contract Date): 04/01/19

Amount: \$ 168,550.00


Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: **JBC Construction LLC** (Corporate Seal)

Signature: 
Name and Title: **Dan Callahan**
MEMBER

(Any additional signatures appear on page 3)

SURETY

Company: **General Casualty Company of Wisconsin** (Corporate Seal)

Signature: 
Name and Title: **David R. Brett**
ATTORNEY IN-FACT

(FOR INFORMATION ONLY - Name, Address and Telephone:

AGENT or BROKER:

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

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

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

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation or costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

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

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

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

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

limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be

received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that General Casualty Company of Wisconsin (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Andrew C. Heaner, Stefan E. Tauger, Arthur S. Johnson, James E. Feldner, Jeffery L. Booth, Melanie J. Stokes, David R. Brett, Scott E. Stoltzner, Jason S. Centrella, Michael J. Brown, Omar G. Guerra, Matthew Hollingsworth and Tamara Johnson of Allstar Surety Company, Inc. of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 12, 2018.

Attest:

GENERAL CASUALTY COMPANY OF WISCONSIN

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

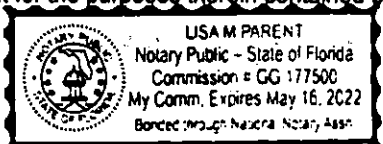
Matt
Matt Curran
Senior Vice President

STATE OF FLORIDA)

)SS:

COUNTY OF SEMINOLE)

On this December 12, 2018, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of General Casualty Company of Wisconsin, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Lisa M Parent
Lisa M. Parent, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of General Casualty Company of Wisconsin do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 1st day of April, 2019.

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary

DocuGard 04541 – 6 Security Features

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

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* Current Bids & Proposals

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NH Recovery

Energy Management

NH FIRST Employee Self Service

Lean NH

Real Property Asset Management

Deferred Compensation Plan

Recycling Program

Workers Compensation

Site Help

Search this Site:

Bids & Proposals Details

Request # RFB ADJ GEN 2019-06

Description Army Aviation Support Facility Operations Renovations

Comments

Status Contact

Closing Date 3/13/2019

Closing Time 2:00pm

Posted Date 2/22/2019

Request Type

Contract

Requisition Number

Category

Agency ADJUTANT GENERAL DEPT

Multiple Agencies

Division Bureau Of Purchase & Property

Contact [Jeanette Patten](#)

Addendums Referenced
[Addendum 1](#)
[Addendum 2](#)
[Addendum 3](#)
[Addendum 4](#)

Bid Result

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

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- ALERT - June 11, 2018: Entities registering in SAM must submit a **notarized** letter appointing their authorized Entity Administrator. Read our **updated FAQs** to learn more about changes to the notarized letter review process and other system improvements.
- SAM.gov will be down for scheduled maintenance Saturday, 04/13/2019, from 8:00 AM to 1:00 PM (EDT).

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*Debarment
JBC*



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