



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

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

November 18, 2019

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to enter into a no cost extension to a contract with JBC Construction, LLC (vc #298573), P.O. Box 107, Londonderry, New Hampshire 03053, for the purpose of extending the completion date from December 31, 2019 to March 31, 2020. The original contract was approved by Governor and Council on September 18, 2019, Item #48. This is a no-cost time extension only. **100% Federal Funds.**

EXPLANATION

The contract award process for the renovation and modernization of the North section of Building C on the State Military Reservation was timed to be approved by the Governor and Executive Council and awarded prior to the end of the Federal Fiscal Year (September 30, 2019) in hopes that additional federal funding would be received. Traditionally, the New Hampshire Army National Guard has been successful in getting \$1-\$2 million dollars in additional project funding prior to the end of the federal fiscal year. In the event that additional funding was received, both of these projects would be approved and awarded.

On September 30, 2019, the NHARNG only received an additional (approximately) \$200,000 in base operations and support funding. No additional project funding was awarded. Therefore, the CFMO recommended the State of New Hampshire Department of Military Affairs and Veterans Services hold off on issuing a notice to proceed for these two projects to reduce the risk of the federal government being unable to reimburse costs associated with these projects. This delay in issuing a notice to proceed has resulted in a need to adjust the project completion timeline.

The federal funds to pay for this Agreement are provided to the Department of Military Affairs and Veterans Services 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%.

His Excellency Governor Christopher T. Sununu
and the Honorable Executive Council
Page Two

Funds are available for this agreement in Federal Fiscal year 2020. 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,

A handwritten signature in cursive script, appearing to read "David J. Mikolaities".

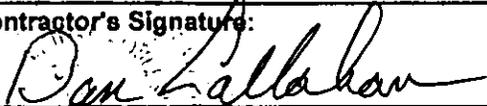
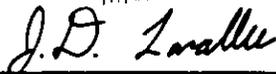
David J. Mikolaities
Major General, NH National Guard
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: Renovation and Modernization of the East section of Building C on the State Military Reservation

The State of New Hampshire, Department of Military Affairs and Veterans Services, 4 Pembroke Road, Concord, NH 03301 and the contractor, JBC Construction, LLC (vc #298573), P.O. Box 107, Londonderry, New Hampshire 03053 hereby mutually agree as follows to amend the existing agreement for construction services as follows:

It is hereby agreed that the initial contract, approved by Governor and Council on September 18, 2019, Item #48, between JBC Construction, LLC as the "Contractor" and the Department of Military Affairs and Veterans Services as the "State," be amended as follows: amend the contract end date from December 31, 2019 to March 31, 2020. All other contract terms will remain the same.

Contractor's Signature: 	Name and Title of Contractor Signatory: Dan Callahan / Member
State Agency Signature:  Erin M. Zayac, Administrator Date: 11/20/19	
Approval by The New Hampshire Department of Justice for Form, Substance and Execution:  J.D. Lavelle, Assistant Attorney General Date: 11/25/19	
Approved by Governor & Executive Council:	
Date:	Item #:

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: 0004620138



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of November A.D. 2019.

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

William M. Gardner
Secretary of State

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:

11/19/19

JEAN B. CALLAHAN, Notary Public
My Commission Expires October 3, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2019

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Heather M. Sommers, API PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hsommers@crossagency.com	
INSURED JBC Construction LLC PO Box 107 Londonderry NH 03053		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co INSURER B: Concord General Mutual Ins Co INSURER C: LM Insurance Corp INSURER D: INSURER E: INSURER F:	
		NAIC # 24082 20672	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **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.

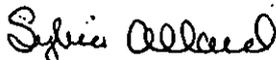
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58953246	07/13/2019	07/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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 N/A			WC531S619463019 (3a.) NH	07/14/2019	07/14/2020	<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 is excluded from workers compensation coverage						

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

Project: NHARNG Building C Phase 2 Office Renovations, 4 Pembroke Rd., Concord, NH

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire Department of Military Affairs & Veteran's 4 Pembroke Road Concord NH 03301	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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Search Results

Current Search Terms: JBC Construction, LLC*

Total records: 0

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Result Page:

Sort by: Order by:

Your search for JBC Construction, LLC* returned the following results...

No records found.

Result Page:

[Save PDF](#) | [Export Results](#) | [Print](#)



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*Debarment
JBC Construction, LLC*

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

G & C 9-18-19
ITEM # 48

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

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

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

August 27, 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 \$368,159.00, for the purpose of renovating and modernizing the North section of Building C on the State Military Reservation, 4 Pembroke Road, Concord, New Hampshire. Effective upon Governor and Council approval or September 27, 2019, whichever is later, through December 31, 2019.
100% Federal Funds.

2). Further authorize that a contingency in the amount of \$15,000.00 be approved for unforeseen conditions and/or owner-initiated changes for the construction, bringing the total to \$383,159.00.
100% Federal Funds.

Funds are available in the following appropriation:

02-12-12-120010-22450000-ADJUTANT GENERAL- Army Guard Facilities	
103-500736- Contracts for Op Services- Contract Repairs; Bldg-Grounds	FY 2020
	\$368,159.00
103-500736- Contingency	\$ 15,000.00
TOTAL	\$383,159.00

EXPLANATION

House Bill 534 of the 2019 Legislative Session was approved on July 29, 2019 and takes effect September 27, 2019. This bill amends RSA 21-I:80, I(b) increasing the exemption amount for projects for certain state agencies, including the Adjutant General's Department, from the Department of Administrative Services competitive bidding requirement from \$250,000 to \$500,000.

This project will renovate and modernize the North section of Building C on the State Military Reservation. This area will house the Service Member and Family Support Directorate of the NH National Guard. Improvements will include completely renovated restrooms that are ADA and Fair

His Excellency Governor Christopher T. Sununu
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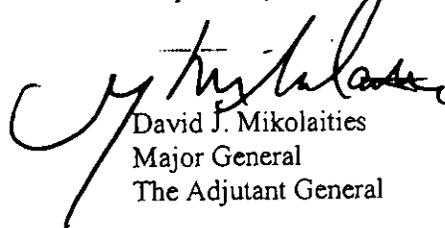
Labor Standards Act compliant; a new ADA compliant ramp to connect to Building B; new LED lighting, new suspended ceilings with revised HVAC ducting to improve airflow and cooling; and interior wall and door renovations to properly secure offices.

The chosen vendor was identified by advertising on the Administrative Services Purchase and Property website on Friday August 2, 2019 (RFB ADJ GEN 2020-02). Five (5) bids were received with JBC Construction, LLC submitting the qualified low bid.

These Federal Funds 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%. In the event that federal funds are not available, general funds will not be requested to support this program.

The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,



David J. Mikolaities
Major General
The Adjutant General

BID SUMMARY
Building C Interior Renovations PHASE 2
4 Pembroke Road
Concord, NH 03301

A Request for Bid was advertised on the Administrative Services website from August 2, 2019 through August 15, 2019

The following companies submitted bids:

Company	Bid	Add'l Allowance	Total
JBC Construction LLC	\$368,159.00	\$15,000.00	\$383,159.00
Turnstone Corporation	\$397,000.00	\$15,000.00	\$412,000.00
Charter Brothers Construction LLC	\$427,950.00	\$15,000.00	\$442,950.00
Trumbull-Nelson Construction Company, Inc.	\$446,318.00	\$15,000.00	\$461,318.00
Schroeder Construction Management, Inc.	\$508,000.00	\$15,000.00	\$523,000.00

JBC Construction, LLC submitted the qualified low bid.

Building C Interior Renovations Phase 2

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

PREVAILING WAGES

Position Title	Hourly Wage
Carpenter	<u>\$25.00</u>

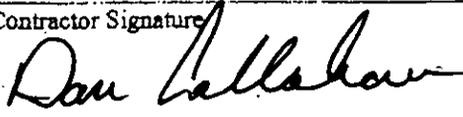
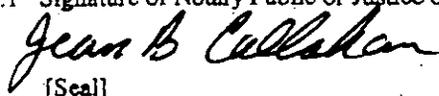
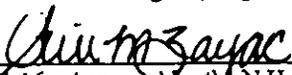
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 December 31, 2019	1.8 Price Limitation \$383,159.00
1.9 Contracting Officer for State Agency Erin Zayac		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 August 21, 2019, 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]		JEAN B. CALLAHAN, Notary Public My Commission Expires October 3, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Jean B. Callahan - Contract Administrator			
1.14 State Agency Signature  Date: 8/23/19		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: 8/30/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE SEP 18 2019			

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


8/21/19

Agreement. This provision shall survive termination of this Agreement.

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: Concord SMR Building “C” Interior Renovations – Phase 2

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 is designed to renovate and modernize the northern section of building C on the State Military Reservation. This area will house the Service Member and Family Support Directorate. Improvements will include completely renovated restrooms that are ADA compliant and a lactation room, renovations to office and meeting space for service members and families and a new ADA compliant ramp to connect to building B. There will be new LED lighting, new suspended ceilings with revised HVAC ducting to improve airflow and cooling, interior wall and door renovations to properly secure offices.

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

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

**SUBJECT: BUILDING C INTERIOR RENOVATIONS PHASE 2
CONCORD STATE MILITARY RESERVATION (SMR)
4 PEMBROKE ROAD
CONCORD, NH 03301-5652**

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$383,159.00. 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:	\$ 368,159.00
Allowance for unforeseen conditions And/or owner-initiated changes:	\$ <u>15,000.00</u>
Total contract price:	\$ 383,159.00

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

DIVISION 01 SPECIFICATIONS
SMR Building "C" Interior Renovations
Phase 2

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. The term "**Consultant**" means the registered Professional Architect or Engineer engaged to develop Plans and Specifications for the Project.
- B. The term "**Department**" means The Adjutant General's Department acting directly or through an authorized representative.
- C. The term "**Contractor**" means the party of the second part to the Contract, acting directly or through an authorized lawful agent or employee. The Specifications may be divided into separate headings or divisions to cover various trades in the work, and where trade Contractors are referred to, it has been for convenience only.
- D. The terms "**Plans**" and "**Drawings**" shall be synonymous.
- E. The term "**provide**" means to furnish and install a product, materials, systems, and/or equipment, complete in place, fully tested and approved.
- F. Wherever the term "**Architect**" is used throughout the Technical Specifications, it shall be understood to mean the "Consultant".
- G. The term "**Notice**" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the Contract, or to his, their, or its duly authorized agent, representative, or officer, or when sent by registered mail to such last known business address.

2. PREPARATIONS AND SUBMISSION OF BIDS

- A. The Bidder is required to bid on all items called for in the Proposal which may include Alternates. For Alternate pricing the Bidder shall set forth in the space provided the amount to be added to or deducted from the Base Bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing the words "no change" in the space provided.
- B. Bids shall be submitted upon the Proposal Form furnished and shall be signed in ink. The Bidder shall specify a unit price, both in words and figures, for each item called for in this Proposal. All of the words and figures shall be in ink or typed. If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the Bidder: also in ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the Proposal or irregularities of any kind may be rejected by the Department as being incomplete.
- C. Each bid must contain the full business address of the Bidder and be signed with a legally defining signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership named by one of the members of the

partnership or by an authorized representative, followed by the designation of the person signing. Bids by corporation must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature, the word "President," "Secretary," "Agent" or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Department, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- D. 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."

3. RECEIPTS AND OPENING OF BIDS

- A. Bids will not be opened publicly. The bidding officer (as noted in the Invitation to Bid), whose duty it is to open the bids, will decide when the specified time has arrived and no bid received or presented thereafter will be considered. No responsibility or liability will be attached to any officer for the premature opening of a bid not properly addressed and identified.
- B. Bids sent by telephone and or fax will not be considered.

4. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn upon written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

5. CONDITIONS AT SITE OR BUILDING

- A. Bidders shall have the option of visiting the site or building of the referenced project prior to the bid due date. Bidders will ONLY be allowed to visit the site at the published date and time in the "Request for Bid". These are active military installations and unscheduled site visits are not authorized. Whether or not a contractor attends a site visit, their bid is a statement that they have ascertained pertinent local conditions; such as location, accessibility and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid.

6. EXPLANATION TO BIDDERS

- A. No oral explanation in regard to the meaning of the Drawings and Specifications will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions or doubts as to the meanings of Drawings and Specifications shall be communicated in writing to the Department for interpretation. Bidders should act promptly and submit all questions to the Department no later than five (5) days before the date set for the bid submission. Any interpretations made will be in the form of an addendum to the Bidding Documents that will be forwarded to all Bidders of record by the Department.

7. REJECTION OF BIDS

- A. The Department reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if in its judgment, the best interests of the State will be promoted thereby. The Department reserves the right to reject the bid of a Bidder who is not in a position to perform the Contract.

8. CONTRACT SECURITY

- A. The successful Bidder, at the time of the execution of the Contract, must deposit with the Department, Surety in the sum equal to one hundred percent (100%) of the amount of the Contract as required by RSA 447:16. The form of Bond shall be that provided for by the Department and the Surety shall be acceptable to the Department. The Contract Bond must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. In addition, the Company issuing the bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury, Financial Management Services, and Circular Number 570.

9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- A. The Contractor shall deliver to the Department at the time of execution of the Contract; certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will mail to the Department ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Department, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a Company licensed to do business in the State of New Hampshire at the time the policy is issued. In addition, the company must have a rating of no less than B+ based on the current A.M. best rating guide.
- B. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- C. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Department, approved by the Attorney General, and the Contract approved by the Governor and Council.
- i. Workers' Compensation in accordance with the State of New Hampshire statutory.
 - a. Employers Liability:
 - \$100,000 Each accident;
 - \$500,000 Disease-policy limits;
 - \$100,000 Disease-each employee
 - ii. Commercial General Liability;
 - a. Occurrence Form, to include Contractual Liability (see Indemnification

Clause), Explosion, Collapse, and Underground coverages.

Limits of Liability:

\$1,000,000 Each Occurrence Bodily Injury & Property Damage;

\$2,000,000 General Aggregate -- Include Per Project Aggregate

Endorsement;

\$2,000,000 Products/Completed Operations Aggregate

OR

- iii. Commercial General Liability Form; to include Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability (see Indemnification Clause 11). Collapse and Underground, Medical Payment coverage's (Broad Form Comprehensive GL Endorsement)
Limits of Liability:
\$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage
- iv. NOTE: If blasting and/or demolition are required by the contract, the Contractor or subcontractor shall obtain the respective coverage and shall furnish to the Department a Certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.
- v. Owner's Protective Liability coverage for the benefit of The Adjutant General's Department.
Limits of Liability:
\$1,000,000 Combined
\$1,000,000 Aggregate
- vi. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
Limits of Liability:
\$1,000,000 Combined Single Limit for Bodily Injury & Property Damage.
- vii. Commercial Umbrella Liability
Limits of Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- viii. Builder's Risk Insurance (Fire and Extended Coverage):
The Contractor shall insure the work included in the Contract on an "All Risk" basis, on one hundred percent (100%) completed value basis of the contract. Builder's Risk coverage shall include materials located on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State Agency and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall

have no right of subrogation against any Contractors. Subcontractors or other parties employed on the premises.

ix. Indemnification:

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

10. BIDDING DOCUMENTS

- A. Bidders shall use only complete sets of bidding documents in preparation of bids: the Department assumes no responsibility for mistakes due the use of incomplete bidding documents.

11. SUBSTITUTIONS

- A. Where the bidding documents stipulate particular products, substitution requests will ONLY be considered before receipt of bids.

12. AWARD OF CONTRACT

- A. The Contract will be awarded as soon as possible to the lowest Qualified Bidder on the basis of Base Bid Lump Sum Price/Lump Sum Grand Total, as applicable.
- B. The Department reserves the right to waive any informality in bids received, if in the best interest of the State of New Hampshire.
- C. Each Bidder shall be prepared, if so requested by the Department, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.
- D. In the event of a tie, the owner reserves the right to select the apparent lowest Qualified Bidder of his choice.

13. PERMITS AND FEES.

- A. Obtain and pay for all construction licenses, permits, and fees as may be required by law for construction of State's facility, and pay for all fees and charges; and use of the property other than the site of the work for storage of materials or other purposes.
- B. Pay all applicable Federal, State, and Local sales and other taxes, except taxes, and assessments on the real property comprising the site of the Project.

END OF SECTION

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 of 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. Take photographs as evidence of existing project conditions.
- G. Identify each image, identify name of Project, orientation of view, date and time of view.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

1. TEMPORARY ELECTRICITY
 - A. The Department will pay cost of energy used. Exercise measures to conserve energy.
 - B. Provide flexible power cords as required for portable construction tools and equipment.
 - C. 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. Maintain lighting and provide routine repairs during construction.
 - D. 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 construction area 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 construction area 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. Contractor may not ventilate into occupied areas of building.
 - C. Provide temporary fan units as required to maintain clean air for construction operations.

6. TELEPHONE SERVICE
 - A. No contracting personnel may use department telephones except in case of an emergency.

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. Location to be coordinated with project manager.
 - 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. Construction parking area will be a designated area only.
 - B. All construction personnel must have proof of identification to access the property.
 - C. Provide unimpeded access for emergency vehicles.
 - 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. Construction: Commercial grade chain link fence
- B. Provide 6 feet high fence around construction site; equipment with vehicular and pedestrian gates with locks,
- C. Exterior Enclosures:
 - i. Provide temporary [insulated] weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons, provide access doors with self-closing hardware and locks.
- D. 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 sealed 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. DUST CONTROL

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

16. 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.

17. RODENT CONTROL

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

18. 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 two (2) full size paper sets of record drawings to Department.
- G: Submit documents to the Department prior to final payment and release of retainage.
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 I: Directory, listing names, addresses, and telephone numbers of Architect/Engineers), Contractor, Subcontractors, and major equipment suppliers.
 - ii. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers.
Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.

- d. Operating instructions.
 - e. Maintenance instructions equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods, materials and schedules, and special precautions identifying detrimental agents.
- iii. Part 3: Project documents and certificates, including the following as required:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals and Photocopies of warranties and bonds.

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.

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

BIDDER'S QUESTIONS & ANSWERS

1. At the removed ceiling tile at the walk thru Type NM cable was visible, If existing fixture being replaced are wired in NM cable should this cable be replaced?

Answer: The intent is for existing fixtures to be replaced with new fixtures connected to existing wiring.

2. Carpet Tiles and Ceramic Tile materials are all TBD. How would you like us to price it?

Answer: Colors only for Carpet Tiles and Ceramic Tile Materials are to be determined (TBD), and will be based on manufacturer's standard colors available.

3. Phase 2 A2.1 partition type c-note stating that contractor option to use metal studs. Can all walls be framed with metal studs?

Answer: Yes.

4. Has any consideration been given to extend the Bid Due Date and/or Time? Please advise.

Answer: Yes, extending the Bid Due Date and Time has been considered and determined to be not possible given the project deadline.

5. Referencing General Notes on sheets AO.1, Demolition Notes: 4 What are the barricade requirements, if any, for this project?

Answer: Barricade requirements shall be as directed by the Owner, providing adequate dust protection and maintaining the safety of the current building occupants during construction procedures.

6. Please clarify your intent of the concrete slab removal in Women's Restroom (#113), Unisex Restroom 1 (#114) & Unisex Restroom #2 (#115). Is it intended for the entire shaded area to be removed & re-poured sloped to floor drains.

Answer: Yes.

7. Revised plan D1.0 refers to Demolition Note D24. Demolition Note D24 does not exist on the Demolition Note Legend? Please advise.

Answer: Change Note "D24" to read "D22."



8. Is there an abatement report available?

Answer: Based on the hazardous materials survey report conducted by RPF Environmental Testing & Consulting Services, attached, no detection of hazardous materials were revealed.

(OMIT ALL REFERENCE TO ASBESTOS ABATEMENT THAT ARE CONTAINED IN THESE DOCUMENTS.)

9. Please provide a specification for the proposed carpet tile or a square foot price for all to carry for bidding purposes.

Answer: Refer to Specification Section 096813 –TILE CARPETING, attached.

10. See 1/A1.2. This plan shows floor drains at the bathrooms along with floor slopes. Also 3/A3.2 shows what would appear to be a depressed concrete slab at the shower location so that the floor tile will pitch to the drain correctly. Since the bathrooms themselves are shown with floor slopes to the floor drains, then shouldn't the rest of the bathroom floors be recessed to accommodate the slopes to the drains as well, not just the shower?

Answer: The Shower in Room 114, Unisex 1, is to be recessed as detailed. The remainder of the floor slabs in the restroom areas is to be pitched to drain.

11. 3/A3.2 calls for the floor tile at the shower to be installed "on polyethylene uncoupling membrane". Uncoupling membrane is not typically waterproof. Is waterproof membrane to be required here in lieu of the uncoupling membrane so that this area is watertight?

Answer: No, waterproof membrane is not to be required.

12. 6/A3.2 shows a collapsible shower dam taking the place of a row of floor tile. Can this dam be adhered to the surface/face of the floor tile instead?

Answer: Yes.

13. The tile floor pattern, on 8/A3.2, shows a pattern that will lead to quite a bit of floor tile material waste. The mosaic floor tile comes on sheets that are 6 tiles x 12 tiles (12"x24") in size. The pattern indicated repeats every "11" tiles, which would make us have to cut a whole row of tile off of EACH sheet to be installed. Can the pattern be revised to repeat every "12" tiles?

Answer: Yes.

14. On 9/A3.2, the wall base joints (2" tile) are shown lining up with the wall tile joints (indicated as 4" tile). Since the wall tile is actually 4.25"x4.25" (not 4" square as indicated)



then the wall tile and wall base joints will not align.

Answer: OK not to align.

15. Cpt tile not specified? Please specify or provide allowance to carry.

Answer: Refer to Specification Section 096813 –TILE CARPETING, attached.

16. P-TILE Not specified? Please specify or provide allowance to carry.

Answer: All floor tile specifications are contained in Specification Section 093013 – CERAMIC TILING, attached.

17. C-tile is Dal tile Keystone 2"x2" unglazed with accent color? Correct? Colors not specified?

Answer: Products are to meet performance requirements specified according to ANSI A137.1. The Glazed Wall Tiles consist of both glazed finish, in the field, with bright clear finish accent tiles; Colors to be selected by Owner from manufacturer's standard colors available.

18. Page a3.2 Detail #3 calls for a polyethylene shower tray? Please clarify.

Answer: The prefabricated polystyrene shower tray shall be as manufactured by Schluter, USG Durock, or other equivalent.

19. 4x4 bathroom wall tile colors not specified? Please advise.

Answer: All colors to be selected by Owner from manufacturer's standard colors available.



NEW HAMPSHIRE ARMY NATIONAL GUARD NHARNG - Concord SMR BUILDING "C" INTERIOR RENOVATIONS - PHASE 2



CONTRACT DOCUMENTS FOR CONSTRUCTION

07/23/2019

1 Minuteman Way, Concord, NH 03301

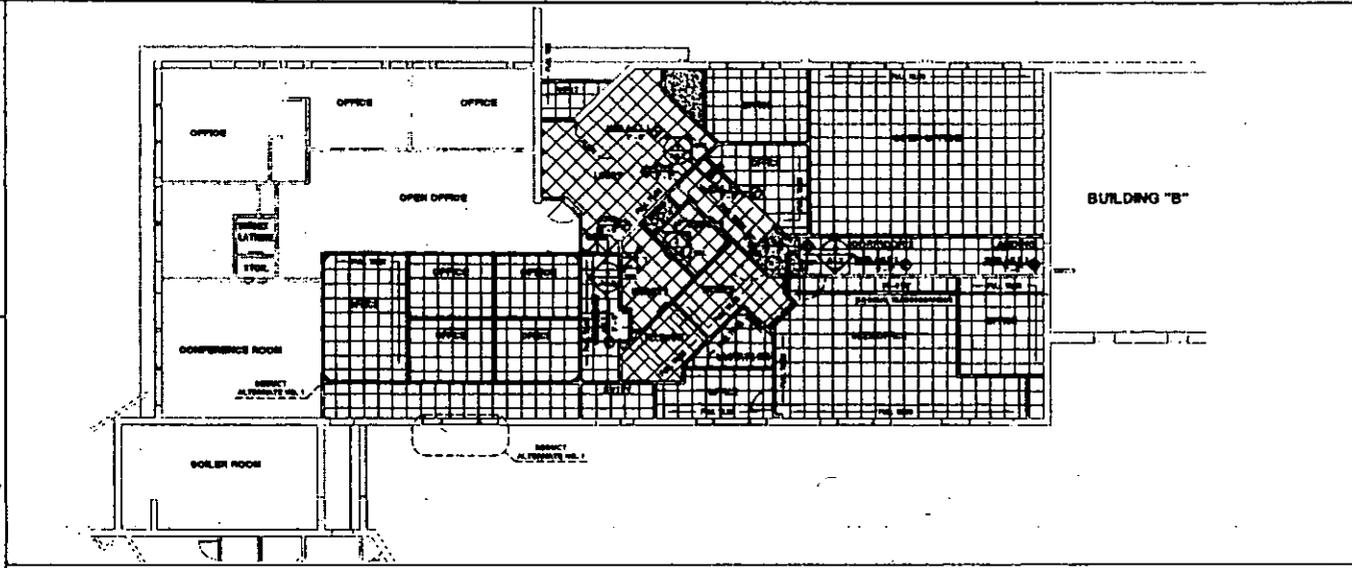
PROJECT NUMBER: 4882

MAP 1	MAP 2	DESIGNED AND ENGINEERED BY:				
			<table border="0"> <tr> <td> <small> CIVIL ENGINEERING STRUCTURAL ENGINEERING ARCHITECTURAL MECHANICAL ENGINEERING PLUMBING ENGINEERING FIRE PROTECTION ENGINEERING ELECTRICAL ENGINEERING SURVEYING ENGINEERING </small> </td> <td> <small> THE H.A. TURNER GROUP, INC. TURNER BUILDING SERVICES, LLC BLW ENGINEERS, INC. </small> </td> <td> <small> 603.278.1121 603.278.1122 603.278.1123 603.278.1124 603.278.1125 603.278.1126 603.278.1127 603.278.1128 603.278.1129 603.278.1130 603.278.1131 603.278.1132 603.278.1133 603.278.1134 603.278.1135 603.278.1136 603.278.1137 603.278.1138 603.278.1139 603.278.1140 603.278.1141 603.278.1142 603.278.1143 603.278.1144 603.278.1145 603.278.1146 603.278.1147 603.278.1148 603.278.1149 603.278.1150 603.278.1151 603.278.1152 603.278.1153 603.278.1154 603.278.1155 603.278.1156 603.278.1157 603.278.1158 603.278.1159 603.278.1160 603.278.1161 603.278.1162 603.278.1163 603.278.1164 603.278.1165 603.278.1166 603.278.1167 603.278.1168 603.278.1169 603.278.1170 603.278.1171 603.278.1172 603.278.1173 603.278.1174 603.278.1175 603.278.1176 603.278.1177 603.278.1178 603.278.1179 603.278.1180 603.278.1181 603.278.1182 603.278.1183 603.278.1184 603.278.1185 603.278.1186 603.278.1187 603.278.1188 603.278.1189 603.278.1190 603.278.1191 603.278.1192 603.278.1193 603.278.1194 603.278.1195 603.278.1196 603.278.1197 603.278.1198 603.278.1199 603.278.1200 </small> </td> <td> <small> 603.278.1151 603.278.1152 603.278.1153 603.278.1154 603.278.1155 603.278.1156 603.278.1157 603.278.1158 603.278.1159 603.278.1160 603.278.1161 603.278.1162 603.278.1163 603.278.1164 603.278.1165 603.278.1166 603.278.1167 603.278.1168 603.278.1169 603.278.1170 603.278.1171 603.278.1172 603.278.1173 603.278.1174 603.278.1175 603.278.1176 603.278.1177 603.278.1178 603.278.1179 603.278.1180 603.278.1181 603.278.1182 603.278.1183 603.278.1184 603.278.1185 603.278.1186 603.278.1187 603.278.1188 603.278.1189 603.278.1190 603.278.1191 603.278.1192 603.278.1193 603.278.1194 603.278.1195 603.278.1196 603.278.1197 603.278.1198 603.278.1199 </small> </td> </tr> </table>		<small> CIVIL ENGINEERING STRUCTURAL ENGINEERING ARCHITECTURAL MECHANICAL ENGINEERING PLUMBING ENGINEERING FIRE PROTECTION ENGINEERING ELECTRICAL ENGINEERING SURVEYING ENGINEERING </small>	<small> THE H.A. TURNER GROUP, INC. TURNER BUILDING SERVICES, LLC BLW ENGINEERS, INC. </small>
<small> CIVIL ENGINEERING STRUCTURAL ENGINEERING ARCHITECTURAL MECHANICAL ENGINEERING PLUMBING ENGINEERING FIRE PROTECTION ENGINEERING ELECTRICAL ENGINEERING SURVEYING ENGINEERING </small>	<small> THE H.A. TURNER GROUP, INC. TURNER BUILDING SERVICES, LLC BLW ENGINEERS, INC. </small>	<small> 603.278.1121 603.278.1122 603.278.1123 603.278.1124 603.278.1125 603.278.1126 603.278.1127 603.278.1128 603.278.1129 603.278.1130 603.278.1131 603.278.1132 603.278.1133 603.278.1134 603.278.1135 603.278.1136 603.278.1137 603.278.1138 603.278.1139 603.278.1140 603.278.1141 603.278.1142 603.278.1143 603.278.1144 603.278.1145 603.278.1146 603.278.1147 603.278.1148 603.278.1149 603.278.1150 603.278.1151 603.278.1152 603.278.1153 603.278.1154 603.278.1155 603.278.1156 603.278.1157 603.278.1158 603.278.1159 603.278.1160 603.278.1161 603.278.1162 603.278.1163 603.278.1164 603.278.1165 603.278.1166 603.278.1167 603.278.1168 603.278.1169 603.278.1170 603.278.1171 603.278.1172 603.278.1173 603.278.1174 603.278.1175 603.278.1176 603.278.1177 603.278.1178 603.278.1179 603.278.1180 603.278.1181 603.278.1182 603.278.1183 603.278.1184 603.278.1185 603.278.1186 603.278.1187 603.278.1188 603.278.1189 603.278.1190 603.278.1191 603.278.1192 603.278.1193 603.278.1194 603.278.1195 603.278.1196 603.278.1197 603.278.1198 603.278.1199 603.278.1200 </small>	<small> 603.278.1151 603.278.1152 603.278.1153 603.278.1154 603.278.1155 603.278.1156 603.278.1157 603.278.1158 603.278.1159 603.278.1160 603.278.1161 603.278.1162 603.278.1163 603.278.1164 603.278.1165 603.278.1166 603.278.1167 603.278.1168 603.278.1169 603.278.1170 603.278.1171 603.278.1172 603.278.1173 603.278.1174 603.278.1175 603.278.1176 603.278.1177 603.278.1178 603.278.1179 603.278.1180 603.278.1181 603.278.1182 603.278.1183 603.278.1184 603.278.1185 603.278.1186 603.278.1187 603.278.1188 603.278.1189 603.278.1190 603.278.1191 603.278.1192 603.278.1193 603.278.1194 603.278.1195 603.278.1196 603.278.1197 603.278.1198 603.278.1199 </small>			

DRAWING LIST		
SHEET NUMBER	Sheet Description	ISSUANCE TITLE
001		COVER
ARCHITECTURAL		
002	ARCHITECTURAL	GENERAL & SPECIAL FINISHES NOTE
003	ARCHITECTURAL	GENERAL FINISHES - PARTIAL FLOOR PLAN & REFLECTED CEILING PLAN
004	ARCHITECTURAL	NEW PARTIAL FLOOR PLAN & REFLECTED CEILING PLAN
005	ARCHITECTURAL	UNLARGED PARTIAL FLOOR PLAN & REFLECTED CEILING PLAN
006	ARCHITECTURAL	SCHEDULES & PARTITION TYPES
007	ARCHITECTURAL	DOOR & FRAME DETAILS
008	ARCHITECTURAL	MISCELLANEOUS DETAILS
MECHANICAL/PLUMBING		
009	MECHANICAL/PLUMBING	GENERAL NOTES LEGEND AND ABBREVIATIONS
010	MECHANICAL/PLUMBING	MECHANICAL FLOOR AND ABOVE FLOOR PLAN
011	MECHANICAL/PLUMBING	SCHEDULES AND DETAILS
012	MECHANICAL/PLUMBING	SPECIFICA NOTE
ELECTRICAL		
013	ELECTRICAL	ELECTRICAL LEGEND, NOTES AND SCHEDULES
014	ELECTRICAL	ELECTRICAL SCHEDULES AND DETAILS
015	ELECTRICAL	ELECTRICAL REVISION PLAN
016	ELECTRICAL	ELECTRICAL REVISION PLAN LIGHTING AND POWER
017	ELECTRICAL	ELECTRICAL REVISION PLAN FIRE ALARM

COVER A4.0

7/23/2019 10:00 AM



NEW REFLECTED CEILING PLAN
Scale: 1/8" = 1'-0"

GENERAL NOTES	
1. SEE SHEET A1.1 FOR CEILING TYPE LOCATIONS AND GENERAL FINISH NOTES.	

CEILING LEGEND	
	T-17 REFLECTED FINE MESH
	GRID CELLS
	GRID OPENINGS WITH 1/2" GRID CELLS
	GRID OPENINGS WITH 1/2" GRID CELLS
	T-17 REFLECTED MESH/GRID PATTERN
	GRID OPENING WITH 1/2" GRID CELLS
	GRID OPENING WITH 1/2" GRID CELLS

GENERAL FLOOR PLAN NOTES	
1. SEE SHEET A1.1 FOR GENERAL NOTES.	
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
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GENERAL PARTITION NOTES	
1. SEE SHEET A1.1 FOR PARTITION TYPES.	
2. ALL PARTITIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
3. ALL PARTITIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
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CONSTRUCTION LEGEND	
	EXISTING PARTITION
	NEW PARTITION
	NEW PARTITION TO BE VERIFIED BY FIELD
	CONSTRUCTION NOTE REFERENCE

TURNER GROUP

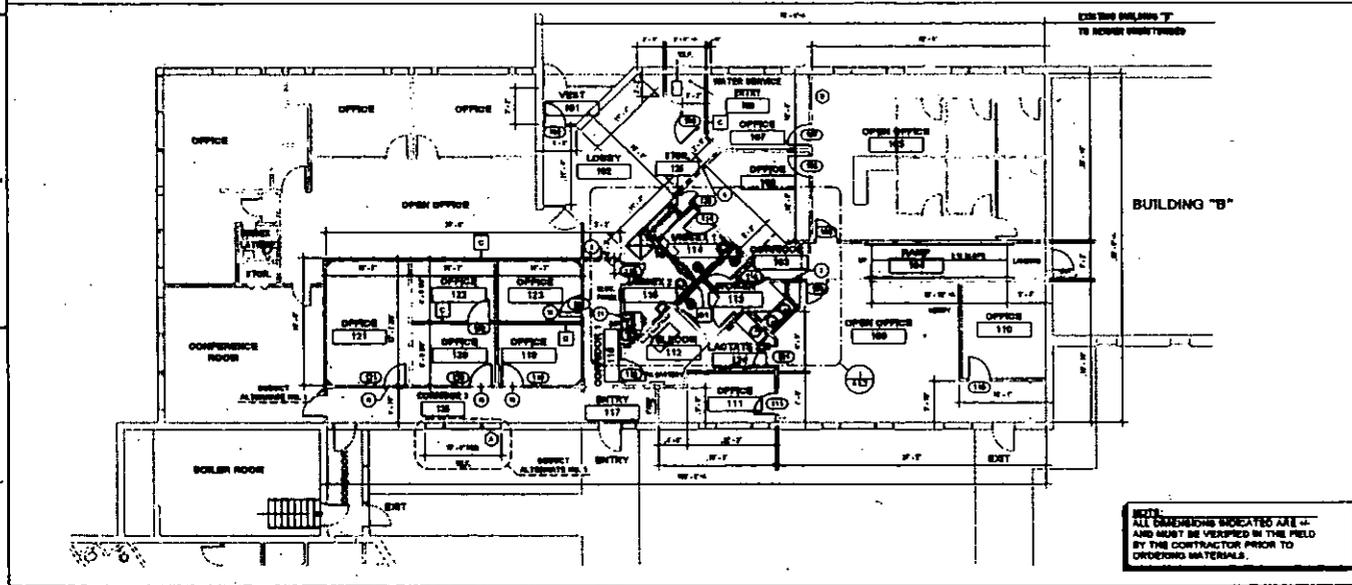
The H.A. Turner Group, Inc.
1000 Lakeside Blvd.
Lynchburg, VA 24502
Tel: (434) 525-1100

NATIONAL GUARD
ARMED AND READY

BLW ENGINEERS

1000 Lakeside Blvd.
Lynchburg, VA 24502
Tel: (434) 525-1100

LEGEND SYMBOLS



NEW PARTIAL FLOOR PLAN
Scale: 1/8" = 1'-0"

NOTE:
ALL DIMENSIONS INDICATED ARE "AS SHOWN" AND MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS.

CONSTRUCTION NOTE LEGEND	
①	SEE SHEET A1.1 FOR GENERAL NOTES.
②	SEE SHEET A1.1 FOR GENERAL NOTES.
③	SEE SHEET A1.1 FOR GENERAL NOTES.
④	SEE SHEET A1.1 FOR GENERAL NOTES.
⑤	SEE SHEET A1.1 FOR GENERAL NOTES.
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⑨	SEE SHEET A1.1 FOR GENERAL NOTES.
⑩	SEE SHEET A1.1 FOR GENERAL NOTES.

CONSTRUCTION NOTE LEGEND	
①	SEE SHEET A1.1 FOR GENERAL NOTES.
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⑦	SEE SHEET A1.1 FOR GENERAL NOTES.
⑧	SEE SHEET A1.1 FOR GENERAL NOTES.
⑨	SEE SHEET A1.1 FOR GENERAL NOTES.
⑩	SEE SHEET A1.1 FOR GENERAL NOTES.

NEW HAMPSHIRE ARMY NATIONAL GUARD

ARRANGED - CONVENTION CENTER

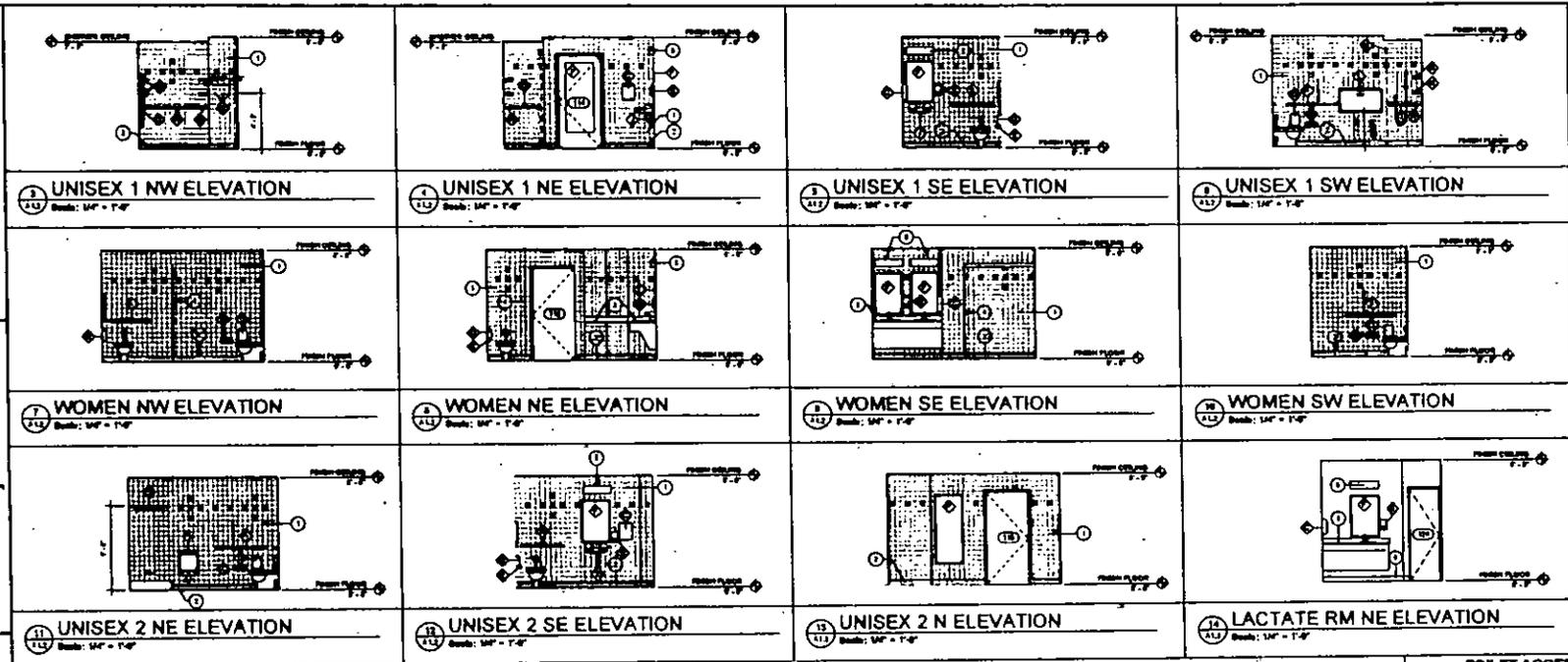
BUILDING "C" INTERIOR RENOVATIONS - PHASE 2

1000 Lakeside Blvd., Lynchburg, VA 24502

CONTRACT DOCUMENTS FOR CONSTRUCTION SERVICES

NO.	DATE	DESCRIPTION

NEW PARTIAL FLOOR PLAN & REFLECTED CEILING PLAN



- CONSTRUCTION LEGEND**
- ① - CONSTRUCTION OF INTERIOR WALL
- INTERIOR ELEVATION NOTES**
- ① - 1/2" CERAMIC WALL TILE, SEE DETAIL 101.17
 - ② - CERAMIC TILE COVER BASE
 - ③ - ACCESSIBLE SINK SURFACE, QUARTZ COMPOSITE, SEE DETAIL 101.17
 - ④ - TOILET PARTITIONING
 - ⑤ - WALL MOUNTED MIRROR
 - ⑥ - WALL COVE DASH

TURNER GROUP

The Hill, Jersey Street, N.H.
PO Box 100
Concord, New Hampshire 03301
TEL: 603.224.1100
FAX: 603.224.1101

NATIONAL GUARD

NATIONAL GUARD
ARMY'S READY ALWAYS AMB

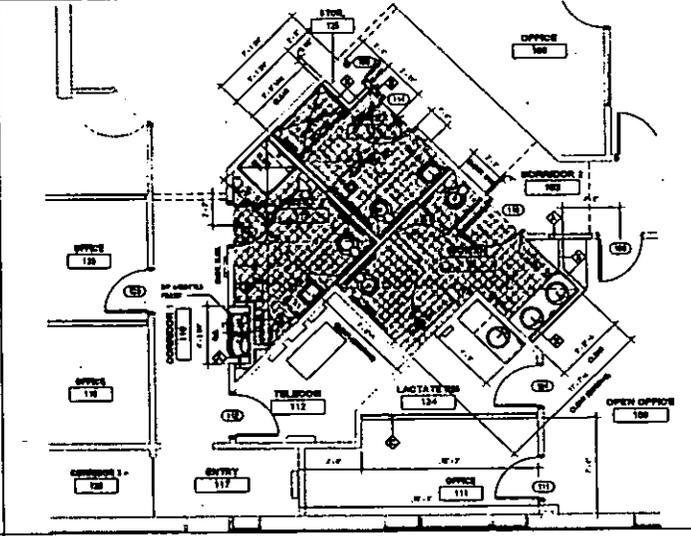
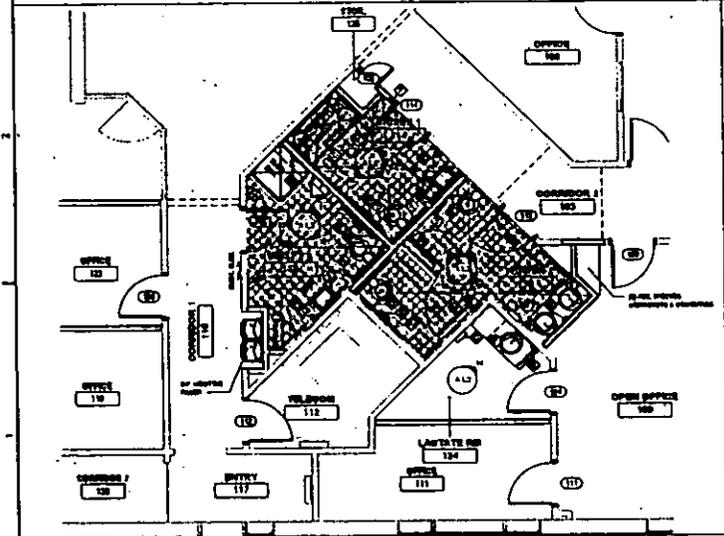
BLW ENGINEERS

100 South Main Street
Concord, New Hampshire 03301
Tel: 603.224.1100
Fax: 603.224.1101

LACTATE RM NE

TOILET ACCESSORIES LEGEND

MARK	DESCRIPTION	COMMENTS
101	FRONT SINK ON 1/2" CERAMIC TILE, QUARTZ COMPOSITE	BY 2/27/97
102	TOILET PARTITIONING	
103	WALL MOUNTED MIRROR	
104	WALL COVE DASH	
105	TOILET PARTITIONING	
106	WALL MOUNTED MIRROR	
107	WALL COVE DASH	
108	TOILET PARTITIONING	
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198	TOILET PARTITIONING	
199	WALL MOUNTED MIRROR	
200	WALL COVE DASH	



NOTE:
ALL DIMENSIONS INDICATED ARE "A"
AND MUST BE VERIFIED IN THE FIELD
BY THE CONTRACTOR PRIOR TO
ORDERING MATERIALS.

1 ENLARGED PARTIAL FLOOR PLAN
Scale: 1/4" = 1'-0"

1 ENLARGED DIMENSIONED PARTIAL FLOOR PLAN
Scale: 1/4" = 1'-0"

A1.2

ENLARGED PARTIAL FLOOR PLAN & INTERIOR ELEVATIONS



The Mc Turner Group, Inc.
27 Larkin Rd.
Cincinnati, Ohio 45202-1001
513.533.7700
www.turner.com



BLW ENGINEERS
10000 W. 10th Ave.
Suite 100
Denver, CO 80202
303.751.1000



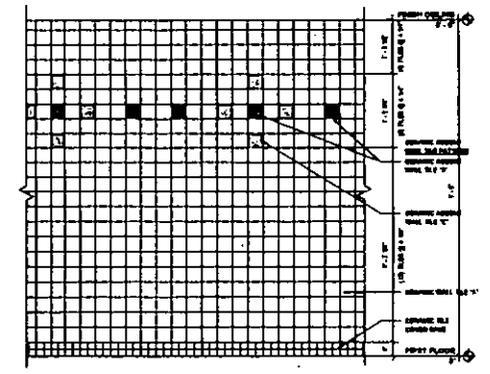
PHASE 1 RENOVATION
NEW HAMPSHIRE ARMY
NATIONAL GUARD
BARRACKS - Concord SBR
BUILDING "C" INTERIOR
RENOVATIONS - PHASE 1
1. Landing Ramp, Concord, NH 03301

CONTRACT DOCUMENTS FOR
CONSTRUCTION
SYSTEMS

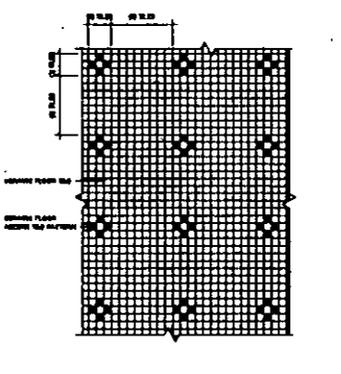
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Author	00
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Engineer	00
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Contract Name	00000000
Contract Location	00000000
Contract Description	00000000

MISCELLANEOUS
DETAILS

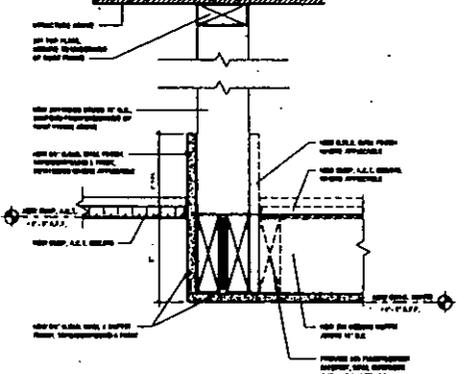
A3.2



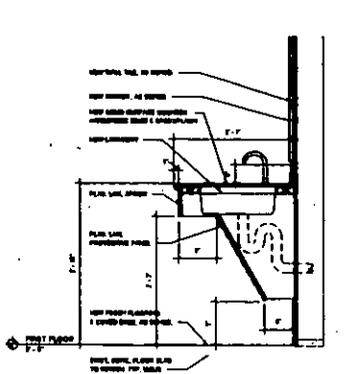
6 ELEVATION DETAIL - WALL TILE PATTERN
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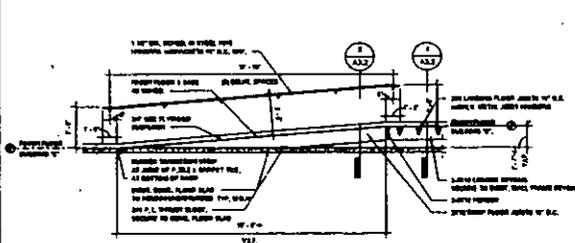
5 DETAIL - FLOOR TILE PATTERN
Scale: 3/4" = 1'-0"



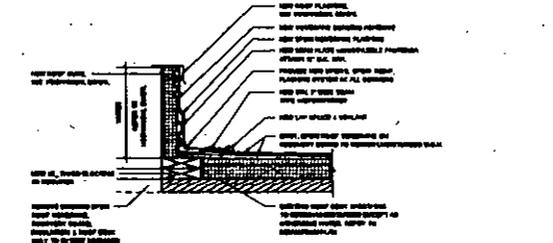
4 DETAIL - NEW SUSP. GWB SOFFIT
Scale: 3/4" = 1'-0"



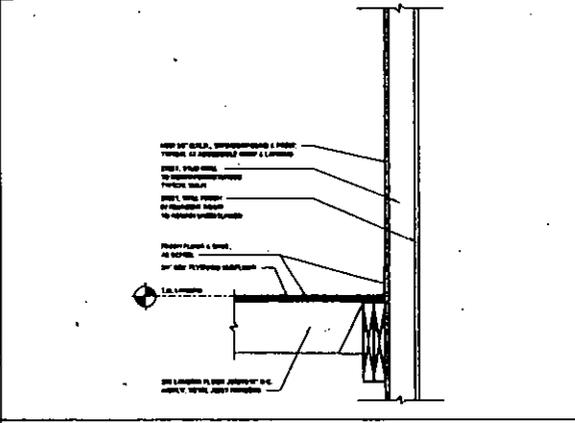
3 RESTROOM COUNTER DETAIL
Scale: 3/4" = 1'-0"



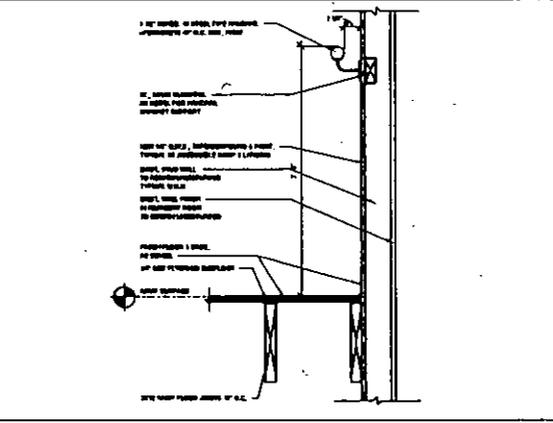
7 SECTION - NEW ACCESSIBLE RAMP & LANDING
Scale: 1/4" = 1'-0"



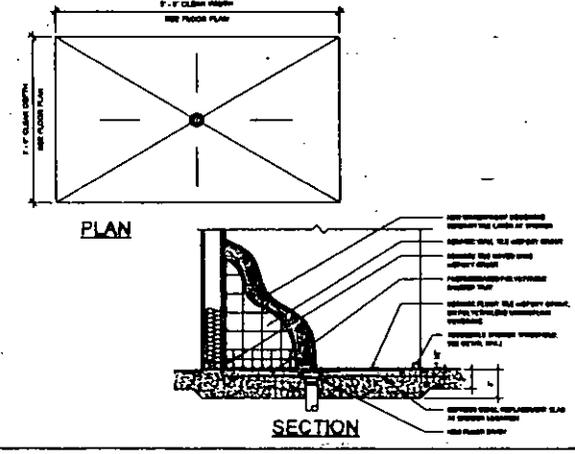
8 DETAIL - ROOF CURB FLASHING
Scale: 1/2" = 1'-0"



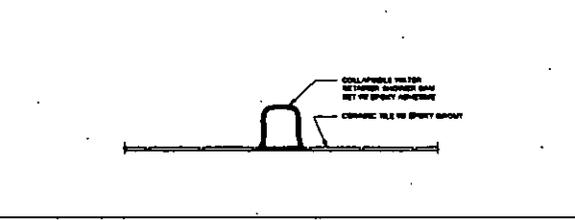
9 DETAIL - ACCESSIBLE RAMP LANDING
Scale: 1/2" = 1'-0"



10 DETAIL - ACCESSIBLE RAMP
Scale: 1/2" = 1'-0"



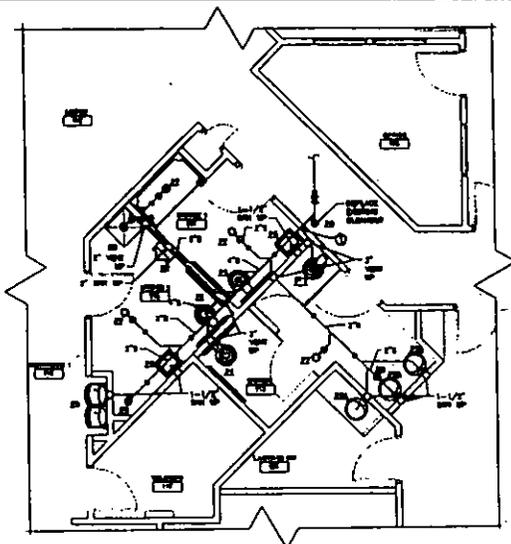
11 DETAIL - TYPICAL SHOWER WATERPROOFING
Scale: 3/4" = 1'-0"



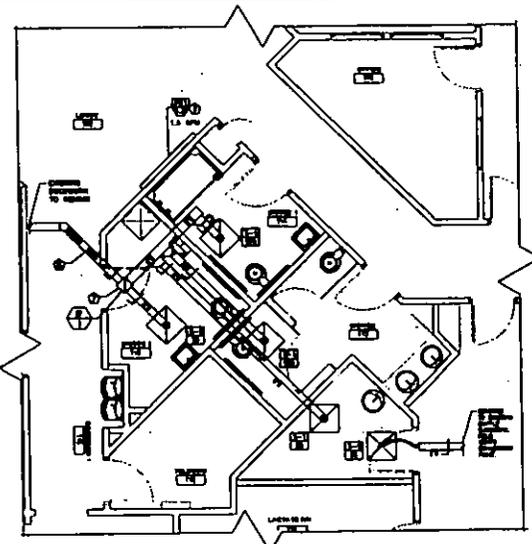
12 DETAIL - TYPICAL ACCESSIBLE SHOWER THRESHOLD
Scale: 3/4" = 1'-0"

Vertical scale markings on the left edge of the sheet.

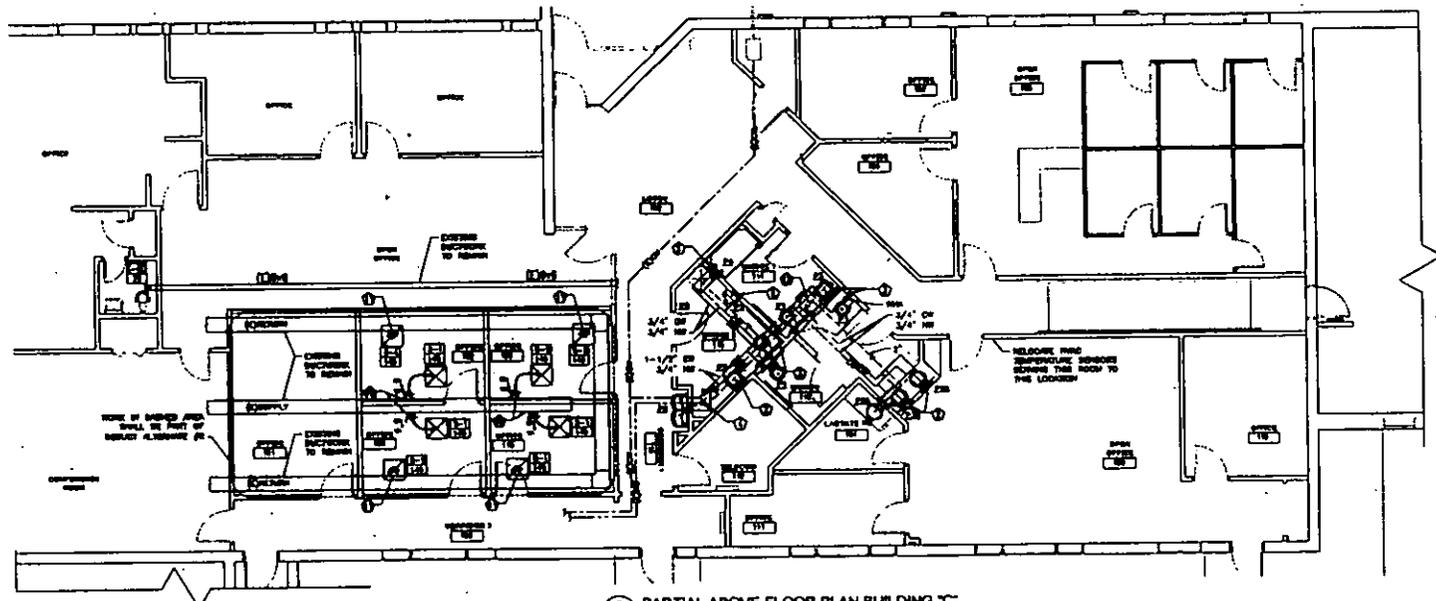
Horizontal scale markings at the top and bottom of the sheet.



Ⓜ PARTIAL UNDER FLOOR PLAN BUILDING 'C'
SCALE: 1/8" = 1'-0"



Ⓜ PARTIAL HVAC FLOOR PLAN BUILDING 'C'
SCALE: 1/8" = 1'-0"



Ⓜ PARTIAL ABOVE FLOOR PLAN BUILDING 'C'
SCALE: 1/8" = 1'-0"

KEYNOTES

- ① REFER TO THE GENERAL NOTES FOR THE CONSTRUCTION OF THE UNDER FLOOR PLAN. THE UNDER FLOOR PLAN SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE UNDER FLOOR PLAN.
- ② THE UNDER FLOOR PLAN SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE UNDER FLOOR PLAN.
- ③ THE UNDER FLOOR PLAN SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE UNDER FLOOR PLAN.
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- ⑨ THE UNDER FLOOR PLAN SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE UNDER FLOOR PLAN.
- ⑩ THE UNDER FLOOR PLAN SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE UNDER FLOOR PLAN.



The H.H. Turner Group, Inc.
100 South St.
Boston, MA 02111
Tel: 617.552.1000
Fax: 617.552.1001

CONSTRUCTION DOCUMENTS
NOVEMBER 2000



BLW ENGINEERS
100 South St.
Boston, MA 02111
Tel: 617.552.1000
Fax: 617.552.1001



NEW HAMPSHIRE ARMY
NATIONAL GUARD
NHARGO - Concord Barr
BUILDING 'C' INTERIOR
RENOVATIONS - PHASE 2
1 Franklin Way, Concord, NH 03301

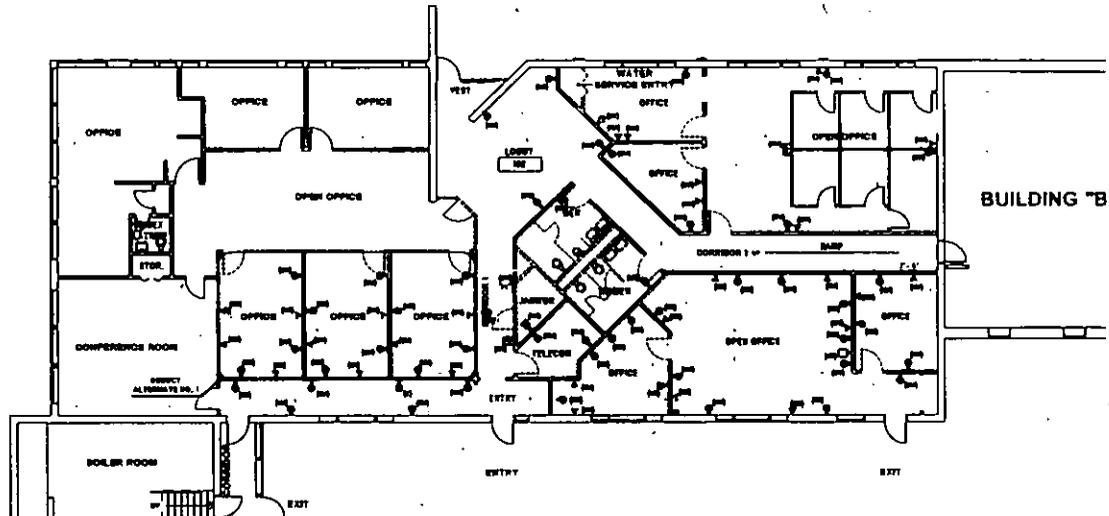
CONSTRUCTION DOCUMENTS
NOVEMBER 2000



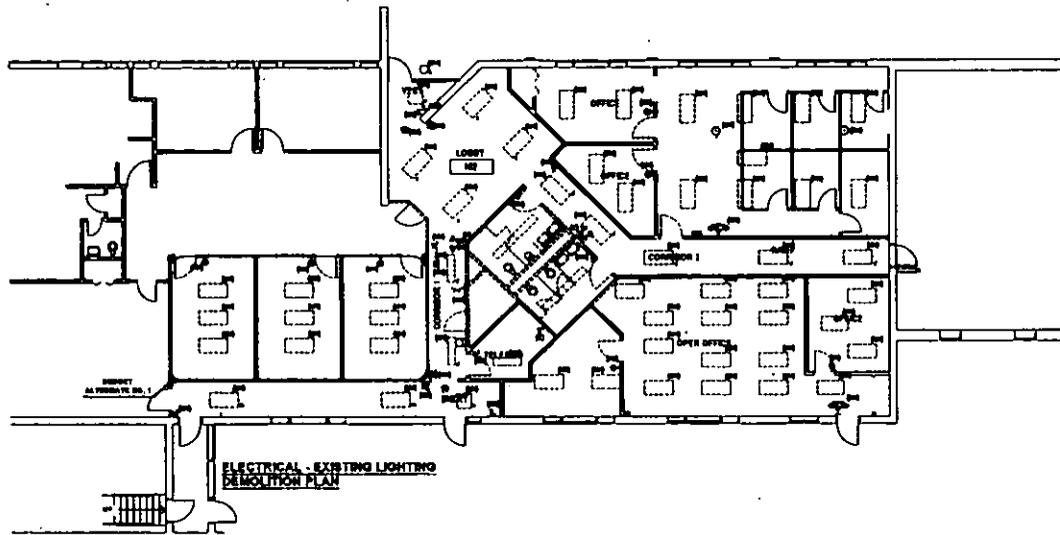
DATE	NOV 2000
BY	BLW
CHECKED	BLW
APPROVED	BLW
DATE	NOV 2000
BY	BLW
CHECKED	BLW
APPROVED	BLW

UNDER FLOOR AND
ABOVE FLOOR PLANS

MP1.1



**ELECTRICAL - EXISTING POWER
DEMOLITION PLAN**



**ELECTRICAL - EXISTING LIGHTING
DEMOLITION PLAN**



The Hill Group, Inc.
 27 Linden Ave.
 Concord, New Hampshire 03301
 1-603-224-7700
 603-224-7700

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BLW
 211 North Main
 Concord, NH 03301
 603-224-7700



**NEW HAMPSHIRE ARMY
 NATIONAL GUARD
 WARNO - Concord 88R
 BUILDING "C" INTERIOR
 RENOVATIONS - PHASE 2
 1 Whitehall Way, Concord, NH 03301**

CONTRACTOR'S COMMENTS
 NONE

DATE	BY
ISSUED	ED1.0
REVISED	
DATE	BY
ISSUED	
REVISED	

NO.	DATE	DESCRIPTION

**ELECTRICAL
 DEMOLITION PLAN**

ED1.0

State of New Hampshire

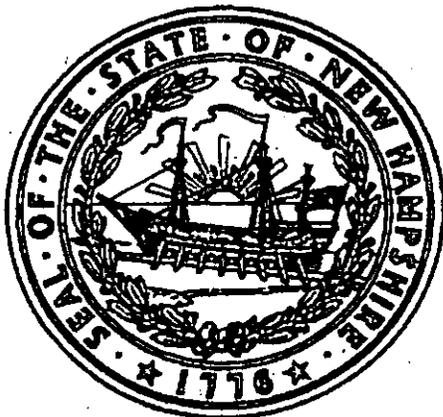
Department of State

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: 0004569989



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of August A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner", is written over the printed name.

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: 8/21/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2019

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Heather M. Sommers, API PHONE (AC, No, Ext): (603) 869-3218 FAX (AC, No): (603) 845-4331 E-MAIL ADDRESS: hsommers@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED JBC Construction LLC PO Box 107 Londonderry NH 03053	INSURER A: Ohio Security Ins Co NAIC #: 24062
	INSURER B: Concord General Mutual Ins Co 20672
	INSURER C: LM Insurance Corp
	INSURER D:
	INSURER E:
	INSURER F:

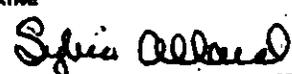
COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

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	ADJUTANT	INSUR	POLICY	POLICY	LIMITS	
		IND	IND	NO	NO		
				(MM/DD/YYYY)	(MM/DD/YYYY)		
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:			BKS58963246	07/13/2019	07/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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			20028050	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 <input type="checkbox"/> 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	N/A	WC531S619463019 (3a) NH	07/14/2019	07/14/2020	<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
	WC Excluded Officers: Daniel Callahan						

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

Work to be performed at the NHARG State Military Reservation located at One Minuteman Way, Building C, Concord, N.H. 03301

CERTIFICATE HOLDER The Adjutant General's Dept. 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: NHARNG - Building C Office Renovations

Project Number: RFB ADJ GEN 2020-02

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	45	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.

DAN CALLAHAN - MEMBER

Printed Name and Title of Authorized Agency Official - JBC CONSTRUCTION LLC

Dan Callahan

Signature of Authorized Agency Official - JBC CONSTRUCTION LLC

Date: 8/21/19

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.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

BOND NO. QSU000961

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):

State of New Hampshire
The Adjutant General's Department
4 Pembroke Road
Concord, N.H. 03301

CONSTRUCTION CONTRACT

Date: 08/20/19

Amount: \$ 383,159.00

Description (Name and Location): Building C Interior Renovations Phase 2

BOND

Date (Not earlier than Construction Contract Date): 08/21/19

Amount: \$ 383,159.00

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

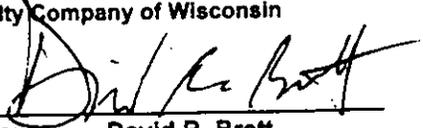
Company: JBC Construction, LLC (Corporate Seal)

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:



THE AMERICAN INSTITUTE OF ARCHITECTS

BOND NO. QSU000961

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):

State of New Hampshire
The Adjutant General's Department
4 Pembroke Road
Concord, N.H. 03301

CONSTRUCTION CONTRACT

Date: 08/20/19

Amount: \$ 383,159.00

Description (Name and Location): **Building C Interior Renovations Phase 2**

BOND Date (Not earlier than Construction Contract Date): 08/21/19

Amount: \$ 383,159.00

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
JBC Construction, LLC

Signature: *Dan Callahan*
Name and Title: **Dan Callahan - Member**

SURETY

Company: (Corporate Seal)
General Casualty Company of Wisconsin

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:

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.

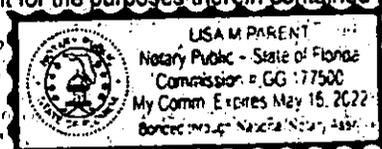
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 12, 2018.

Attest:
(Seal) By: Brett Halsey
Brett Halsey
Senior Vice President

GENERAL CASUALTY COMPANY OF WISCONSIN
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 21st day of August, 2019.

(Seal) By: J. R. Gonzalez Jr.
Jose Ramon Gonzalez, Jr., Corporate Secretary

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Request # RFB ADJ GEN 2020-02

Description Building C Interior Renovations PHASE 2

Comments

Status Contact

Closing Date 8/15/2019

Closing Time 2:00pm

Posted Date 8/2/2019

Request Type

Contract

Requisition Number

Category

Agency ADJUTANT GENERAL DEPT

Multiple Agencies

Division Bureau Of Purchase & Property

Contact [Helen Champa](#)

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 09/14/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: Due to increased volume and additional security requirements, a high number of entity registrations are pending CAGE review. Processing time currently exceeds the normal window of ten business days. Some users may experience processing delays of up to four weeks. Respond promptly if you are contacted by a CAGE Technician for additional information. Contact the [CAGE Help Desk](#) with urgent questions about a registration pending CAGE review.

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