

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
DESIGN DEVELOPMENT & MAINTENANCE

METAL ROOFING REPLACEMENT
POLE BARN (NHQ03)
NORTH COUNTRY RESOURCES CENTER
629 MAIN STREET
LANCASTER, NH 03584

SPECIFICATIONS

PROJECT # CAP-2404



August 2, 2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
DESIGN DEVELOPMENT & MAINTENANCE
172 Pembroke Road
Concord, NH 03301
Tel. (603) 271-2606 Fax (603) 271-2629**

SPECIFICATIONS

**METAL ROOFING REPLACEMENT
POLE BARN (NHQ03)
NORTH COUNTRY RESOURCES CENTER
629 MAIN ST. LANCASTER, NH 03584**

PROJECT # CAP-2404

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
DESIGN DEVELOPMENT & MAINTENANCE
172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

NOTICE TO BIDDERS

Project: #CAP-2404 METAL ROOFING REPLACEMENT
POLE BARN (NHQ03) AT THE NORTH COUNTRY
RESOURCES CENTER
629 MAIN ST. LANCASTER, NH 03584

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday August 31, 2023. Proposals should be mailed to: Attn: Edward Mussey Public Works Project Manager I Department of Natural and Cultural Resources 172 Pembroke Road, Concord, NH 03301.

Specifications will be available to interested contractors at the Design Development & Maintenance Office on August 2, 2023. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) Alpha Graphics 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel. (781) 430-2006
- 4.) Signature Digital Imaging, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6.) New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <https://das.nh.gov/purchasing/index.aspx>
- 7.) New Hampshire State Parks Website <https://www.nhstateparks.org/news-events/improving-state-parks/rfps-projects>

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division <https://quickstart.sos.nh.gov/online/Account/LandingPage> (telephone 603-271-3244) in order to do business with the State of New Hampshire.

All bidders will be required to attend the mandatory pre-bid conference at the Pole Barn (NHQ03) 629 Main St. Lancaster, NH 03584 at 11:00 a.m. sharp, on Tuesday August 22, 2023. Please contact Edward Mussey at 603-271-3973 or by e-mail: Edward.V.Mussey@dnrcr.nh.gov prior to the bid conference if you will be attending.

Bid Proposals must be made out on the forms provided in the specifications packet and submitted in a sealed envelope marked: "Bid Proposal": Metal Roofing Replacement North Country Resources Center Project No. CAP-2404

Edward V Mussey
Public Works Project Manager I

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
DESIGN DEVELOPMENT & MAINTENANCE
172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

BID PROPOSAL FORM

PROJECT: #CAP-2404

METAL ROOFING REPLACEMENT
POLE BARN (NHQ03) NORTH COUNTRY
RESOURCES CENTER
629 MAIN ST. LANCASTER, NH 03584

MANDATORY PRE BID CONFERENCE:

August 22, 2023 at 11:00 a.m. Sharp

DATE BID OPENING:

August 31, 2023 at 2:00 p.m. Sharp.

START DATE:

October 30, 2023

COMPLETION DATE:

No later than December 22, 2023

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on August 31, 2023. Bids should be MAILED TO: Attn: Edward Mussey Public Works Project Manager | Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301 Please note on the outside of the envelope "Bid Proposal" Metal Roofing Replacement North Country Resources Center. Project No. CAP-2404.

DATE: _____

PROPOSAL OF: _____

(Bidders Name)

(Bidders Address)

TOTAL LUMP SUM OF CONTRACT: _____

(Enter the number from Bid Proposal Page 5)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
DESIGN DEVELOPMENT & MAINTENANCE

PROPOSAL

Proposal of...

(Bidders name)

(Bidders address)

To furnish and deliver all materials except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Natural and Cultural Resources for the construction of...

Project #CAP-2404 Metal Roofing replacement for the Pole Barn (NHQ03) at the North Country Resources Center Lancaster, NH 03584

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the Department of NATURAL AND CULTURAL RESOURCES inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Natural and Cultural Resources, _____ (firm name) hereby certifies that _____ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

It is further proposed:

To furnish a Performance and Payment contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is Seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than Seventy-five thousand dollars (\$75,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated _____

Addendum #2 dated _____

Addendum #3 dated _____

Dated _____

SCHEDULE OF VALUES PROJECT # CAP-2403

BIDDERS MUST INDICATE WHOLE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW: Failure to Complete This Table May Render your Bid Unresponsive.

Schedule of Values Metal Roof Replacement	
Category	POLE BARN (NHQ03) (Please enter whole dollar amounts only)
1. General Conditions	
2. Selective Demolition	
3. Aluminum Panel salvage & recycle credit (enter as a negative number)	
4. Carpentry	
5. Metal Roof Panel System	
6. Chimney repointing	
7. Stainless Steel Chimney Cap	
8. Allowance #2	\$7,500
Enter the total lump sum >	

This Schedule of values must be filled out completely or your bid may be considered unresponsive.

ALLOWANCE #1: 1"x3" FASCIA TRIM BOARD: Include 36 LF of 1'x3' #2 douglas fir trim board at \$_____ per linear foot for a total amount of \$_____. The allowance is to be included in the Lump Sum Bid. The Project Manager will certify the actual amount of fascia trim board replacement on site. If the amount is less than 36 linear feet the contract price will be reduced at the rate per linear foot bid by the contractor. If the Amount is Over 36 linear feet the Allowance #1 will be increased and the Allowance #3 shall be decreased and equal amount.

ALLOWANCE #2 2"x12" FASCIA BOARD: Include 36 LF of 2'x12 #2 douglas fir board at \$_____ per linear foot for a total amount of \$_____. The allowance is to be included in the Lump Sum Bid. The Project Manager will certify the actual amount of trim board replacement on site. If the amount is less than 36 linear feet the contract price will be reduced at the rate per linear foot bid by the contractor. If the Amount is Over 36 linear feet the Allowance #2 will be increased and the Allowance #3 shall be decreased and equal amount.

ALLOWANCE #3: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$7,500** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

Total Lump Sum of Contract (Including All Allowances).....

NOTE: Both Pages of the Schedule of values must be completely filled out in order for the bid proposal to be considered responsive.

SIGNATURE PAGE

Company Name _____

Address _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Bidder _____

Print _____

Title _____

Address of Bidder _____
(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project manager		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date _____

GENERAL CONDITIONS

GENERAL

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of removing existing metal roofing panels, installing new plywood roof deck over the area indicated in the plan, and applying new Metal Roofing Panels on the Pole Barn (NHQ03) at the North Country Resources Center in Lancaster, NH, as indicated on the attached plans and these specifications.

BIDDING REQUIREMENTS

Bids shall only be accepted on the official Bid Proposal Forms, attached to these specifications. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**

CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site during the mandatory pre-bid meeting and be responsible for having ascertained pertinent local conditions such as: location, accessibility, 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 this bid.

PERFORMANCE AND PAYMENT BOND

In the event the bid is \$75,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of RSA 447:16. The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

PROPOSAL GUARANTEE

No proposal guarantee required for this project.

BUILDING PERMIT REQUIRED

The contractor shall obtain a building permit through the State Fire Marshalls office at their own expense before beginning any new construction work, or any renovations on any State Owned building.

RIGHT TO WORK IN N.H.

All bidders must be registered and have a certificate of existence from the New Hampshire Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

PROPOSAL SELECTION

In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Natural and Cultural Resources reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the state.

CONTRACTORS QUALIFICATIONS

The successful bidder shall provide evidence upon request that they have been in the Roofing business successfully performing this type, scale, and quality of work for a minimum of five years. A comprehensive list of all projects worked on involving Roofing work in the past two years by the contractor shall be submitted with references.

EXECUTION OF CONTRACT

The Contractor's attention is called to the following:

EXECUTION AND APPROVAL OF CONTRACT. The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 15 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto and, when the contract amount is more than \$10,000, the award has been concurred in by the Governor and Council.

FAILURE TO EXECUTE CONTRACT. Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner may decide.

STARTING DATE

The Contractor shall start work after notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by the Governor and Council, and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date shall be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

WORKSITE ACCOUNTABILITY

Per RSA 21-i:81-b At the onset of work on any state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for worker's compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the Department Project Manager.

CODES

All work performed shall meet the provisions, if applicable, of the 2018 IBC, and any local codes that may apply.

WORKMANSHIP

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract for the last two years.

CLEAN-UP

All debris from the project shall be cleaned up daily and removed from the site at least on a weekly basis. The contractor shall take all necessary precautions to prevent old roofing material, wrappings, shingle pieces, or any other kind of debris from blowing into other surrounding areas.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and 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 Commissioner 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.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of 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 which 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.

FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

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

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u>	
		<u>PER WORKING 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

SUBSTANTIAL COMPLETION & FINAL INSPECTION

When the work is substantially complete, the Contractor shall submit to the Project Manager, a list of items of work to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Project Manager which determines that the work is substantially complete, a Certificate of Substantial Completion shall establish the date of substantial completion and state the responsibilities for any 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.

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 Commissioner may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies used.

Upon written notice that the Work is ready for final inspection and acceptance, the Project manager shall promptly make such inspection, and when he finds the Work acceptable under the Contract documents and the Contract fully performed, a Certificate of Final Payment will be issued.

Final inspection will be made by the Project Manager. Incomplete items necessary to complete the project, shall be completed prior to final payment. The completion date for this project is December 22, 2023.

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 two years 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 Project Manager, 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, the Contractor shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
 - 1) Place in satisfactory condition in every particular, all of such guaranteed work, correct all defects therein, and...
 - 2) Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Project Manager, 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, and...
 - 3) Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- c) In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his 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 terms of this paragraph during the first year of the life of such special guarantee.

PROSECUTION OF WORK

Upon starting the work within the 15 days set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. If the Contractor finds it impossible to start the work as stated above, he may make a written request to the Project Manager for an extension of time. Any such request shall be made prior to expiration of the allowable 15 days, and shall contain reasons which the Contractor believes will justify the granting of his request. In his request, the Contractor shall submit his proposed starting date.

CHANGES IN THE WORK

The Project Manager 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.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually 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.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premium.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
 - a. Employers' Liability
 - 1.) \$100,000 each accident
 - 2.) \$500,000 Disease-policy limit
 - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9), Explosion, Collapse, and Underground coverage's:
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
 - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
 - 3.) \$2,000,000 Products/Completed Operations Aggregate.
 - 4.) State shall be named as an additional named insured.
3. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.
4. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of NATURAL AND CULTURAL RESOURCES.
 - a. Limits of Liability:
 - 1.) \$2,000,000 Each Occurrence
 - 2.) \$3,000,000 Aggregate
5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability:
 - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
6. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate

7. Builder's Risk Insurance (Fire and Extended Coverage):

The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on a one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State of New Hampshire Department of Natural and Cultural Resources 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.

8. General Insurance Conditions

a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.

9. Indemnification:

a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of 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.

NOTE:

In articles 1 - 14 of the General Conditions references to "the Project Manager" shall be understood to mean the Department Project Manager designated by the Design Development & Maintenance office of the New Hampshire Department of Natural and Cultural Resources.

Corporate Resolution

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of _____ . I hereby certify the following is a
(Name of Corporation)
true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on
_____, 20____, at which a quorum of the directors/shareholders were present and
voting.

Voted: That _____ (may list more than one person) is duly
(P-37 Form Contract Signatory, Name and Title)

authorized to enter into contracts or agreements on behalf of

(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority **shall**
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: _____

ATTEST: _____
(Name & Title) Not the P-37 Signatory

Corporate Bylaws

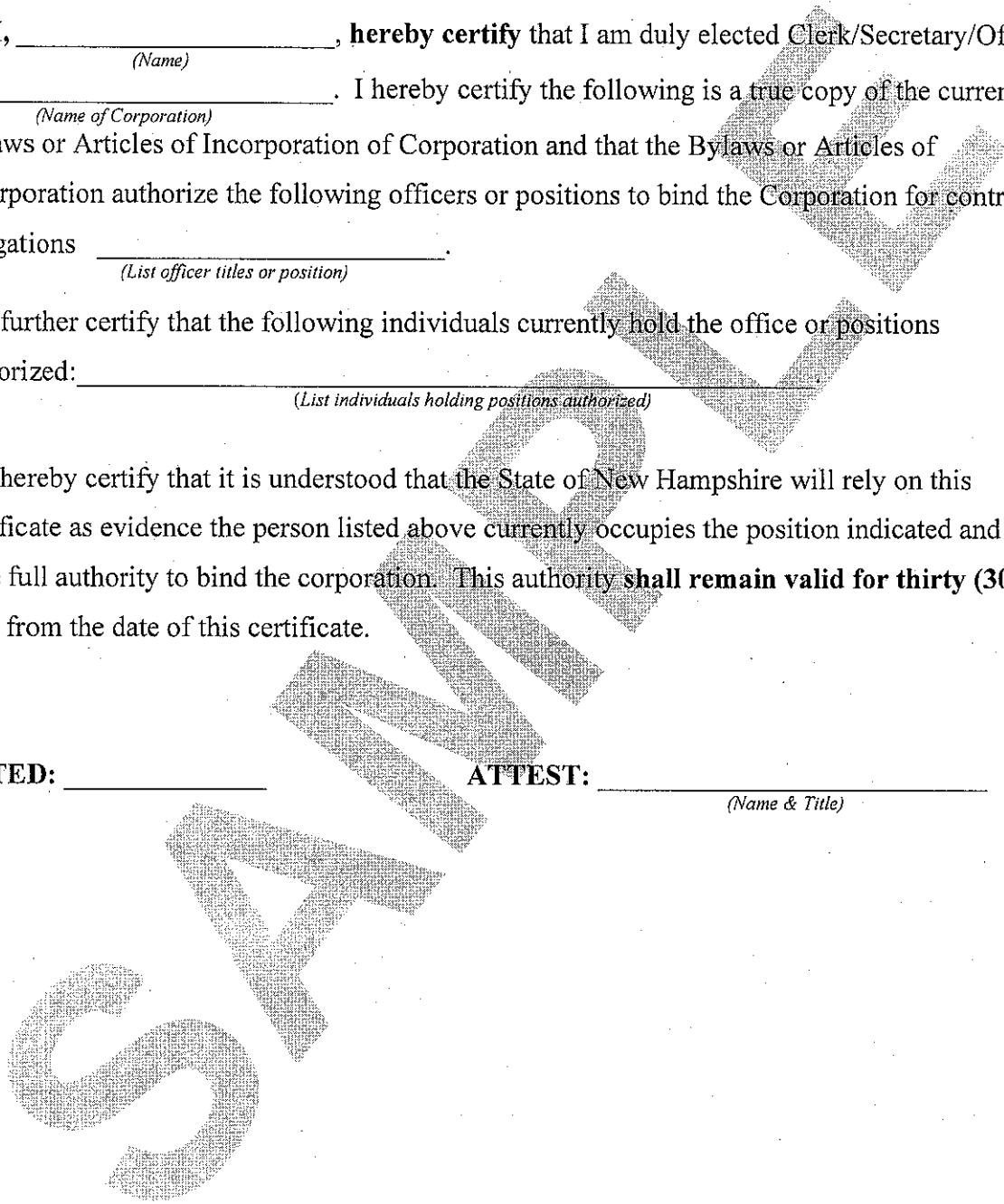
I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of _____. I hereby certify the following is a true copy of the current
(Name of Corporation)
Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of
Incorporation authorize the following officers or positions to bind the Corporation for contractual
obligations _____.
(List officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: _____
(List individuals holding positions authorized)

I hereby certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence the person listed above currently occupies the position indicated and they
have full authority to bind the corporation. This authority shall remain valid for thirty (30)
days from the date of this certificate.

DATED: _____

ATTEST: _____
(Name & Title)



Limited Partnership or LLC Certificate of Authority

I, _____, hereby certify that I am a Partner, Member or Manager
(Name)
of _____ a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under
RSA 304-C.

I certify that _____ is authorized to bind the partnership or LLC. I
(P-37 Signatory)*
further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the partnership or LLC and that this authorization
shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATE: _____ ATTEST: _____
(Name)

(Title)

* Note: The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

Corporate Resolution

I, _____ hereby certify that I am duly elected Clerk/Secretary/Officer
of _____ . I hereby certify the following is a true of a vote taken at a
meeting of the Board of Directors/shareholders duly called and held on _____ 20____,
at which a quorum of the directors/shareholders were present and voting.

Voted: That _____ is duly
authorized to enter into contracts on behalf of _____ a limited
partnership with the State of New Hampshire, Department of Natural and Cultural
Resources

and further is authorized to execute any documents which may in his/her judgement to be
desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and affect as the _____, 20____. I further certify that it is understood the State of
New Hampshire will rely on this certificate as evidence the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation and the
corporation as the general partner has full authority to bind the limited partnership to the specific
contract indicated. This authority **shall remain valid for thirty (30) days** from the date of this
Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title, not the P-37 Signatory)



BUSINESS NAME/ADDRESS LOCATION

Legal Entity Name: _____

Doing Business As Name: _____

Payment Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Telephone #: _____ Cell Phone #: _____ FAX #: _____

Contact Person: _____ Website: _____ E-Mail (Main Office): _____

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.nh.gov or visit their website at [Department of Treasury](#) for further information on this option. Registration as a vendor must be completed prior to contacting.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State **MUST** be done **prior** to the awarding of any contracts) [Secretary of State Corporate Division Registration \(603\) 271-3244](#)

Registered with NH Secretary of State? YES NO State Incorporated In: _____

DUNS #: _____

Select the appropriate designations for your Entity:

- | | | | | | |
|-----------------------------|--------------------------|--------------------------------|--------------------------|---------------------------------|--------------------------|
| Minority Institutions | <input type="checkbox"/> | Minority Owned Large Business | <input type="checkbox"/> | Minority Owned Small Business | <input type="checkbox"/> |
| Disabled Veteran Business | <input type="checkbox"/> | Svs Disabled Veteran Owned | <input type="checkbox"/> | Veteran Owned Small Business | <input type="checkbox"/> |
| Physically Challenged Bus | <input type="checkbox"/> | SBA Cert Fin Disadvantaged Bus | <input type="checkbox"/> | SBA Cert Hist Underutilized Bus | <input type="checkbox"/> |
| Historically Black Colleges | <input type="checkbox"/> | Women Owned Sm Bus | <input type="checkbox"/> | Women Owned Large Businesses | <input type="checkbox"/> |
| Small Business | <input type="checkbox"/> | SBA Cert Sm Disadvantaged Bus | <input type="checkbox"/> | | |

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): _____

Signature: _____ Date: _____

RETURN ADDRESS

(Phone) 603-271-2201
(Fax) 603-271-2700
prch.web@das.nh.gov
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398



STATE OF NEW HAMPSHIRE ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: _____

Doing Business As Name: _____

Payment Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Telephone #: _____ Cell Phone #: _____ FAX #: _____

Contact Person: _____ Website: _____ E-Mail (Main Office): _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): _____ Fed ID # (EIN/FIN): _____

PRINCIPAL ACTIVITY

Service Provider Product/Merchandise Provider Other Provider

List the principal type of service, product or other that is provided: _____

Medical/Health Care Services Legal Services 1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor Corporation (S) Government
 Single Member LLC
 LLC (C Corporation) Corporation (C) Travel/Intern
 LLC (S Corporation) Partnership Refund/Reimbursement
 LLC (P Partnership) Estate or Trust Tax-Exempt

EXEMPTIONS: _____ Exemption from FATCA reporting: _____

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): _____

TELEPHONE #: _____ CELL PHONE #: _____ FAX #: _____

SIGNATURE: _____ DATE: _____

E-Mail (Main Office): _____ Website: _____

PLEASE RETURN WHEN COMPLETED TO:
Email: PRCH.WEB@DAS.NH.GOV
(Phone) 603-271-2201
(FAX) 603-271-2700
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE & PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

Period to:

ARCHITECTS
PROJECT NO:
CONTRACT DATE:

FROM:

VIA (ARCHITECT):

CONTRACT FOR:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		-	
Approved this Month			
Number	Date Approved		
TOTALS		-	
Net change by Change Orders			\$0.00

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE
4. TOTAL COMPLETED & STORED TO DATE
5. RETAINAGE:
 - a. 10% of Completed Work
 - b. 10% of Stored Material
 Total Retainage
6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, PLUS RETAINAGE

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA • 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1983

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)		
1										
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19										
20										

CONSTRUCTION SPECIFICATIONS

TABLE OF CONTENTS

The standard specifications adapted to this project contain the following sections:

SECTION

01010	General Requirements
01020	Temporary Utilities and Job Conditions
02080	Selective Demolition
06100	Carpentry
074113	Exposed Fastener Metal Roof Panels

SECTION 01010 - GENERAL REQUIREMENTS

PART 1 GENERAL

- 1.1 **RELATED DOCUMENTS:** The general provisions of the contract, including General and Supplementary Conditions, and all Division 1 sections of the specifications apply to the work specified in all sections of the Construction Specifications. The photos, sketches and the specifications together comprise the construction documents. Any note in one shall apply to the other. The contractor shall report any discrepancies between the drawings and specifications to the Project Manager for resolution before proceeding with the work involved.
- 1.2 **LOCATION:** The Pole Barn (NHQ03) is located at the North Country Resources Center 629 Main St. Lancaster, NH. The mandatory pre-bid meeting will be held outside of the Pole Barn.
- 1.3 **SUMMARY OF THE WORK:** The intent of the contract is to provide the State with a new Metal Roof on the Pole Barn (NHQ03) at the North Country Resources Center in Lancaster NH. The Roof shall be watertight and completely finished. The following work items give a general summary of the extent of the work but are not intended to be a complete itemization of the work.
- a) Strip and recycle all existing aluminum metal roof panels where indicated on the plans. Provide credit to the State of NH as indicated in the Schedule of Values.
 - b) Patch and repair deteriorated 2x4 wood purlins if necessary.
 - c) Replace the fascia, trim and rake boards as necessary.
 - d) Install high temperature metal roof membrane underlayment on areas indicated in the plans.
 - e) Install drip edges.
 - f) Install Metal Roofing Panels PBR
 - g) Provide 2 Year Installers Warranty at the Completion of the Job. Provide 40 year Metal Roof Manufacturers warranties at the completion of the job. Provide Metal Roof Manufacturers Wind Warranty 90 mph.
- 1.4 **BUILDING PERMIT REQUIRED:** The Contractor shall obtain a fully executed Building Permit through the NH Division of Fire Safety (State Fire Marshalls) Office <https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html> and post a copy of the Permit on site before beginning any new construction work or renovation work on any state owned building.
- 1.5 **PUBLIC ACCESS AND PROTECTION:** The grounds around the Buildings will be open to the public and staff during the time the work is in progress. The contractor shall be responsible for roping off or barricading sufficient area around the work site to keep visitors and state personnel safe from construction hazards.

- 1.6 **COORDINATION WITH THE NORTH COUNTRY RESOURCES MANAGER:** The contractor shall coordinate in advance with the North Country Resources Center Manager Mrs. Maggie Machinist or designee. Office Phone No. 603-788-4157 to arrange mutually acceptable times for closing off areas normally accessible to the staff and public, and to insure that suitable alternate access is made available.

END OF SECTION 01010

SECTION 01020 - TEMPORARY UTILITIES & JOB CONDITIONS

PART 1 GENERAL

- 1.1 **TEMPORARY FACILITIES AND SERVICES:** The Contractor shall be responsible for arranging and providing temporary facilities necessary to facilitate his work. The location of same shall be coordinated with and approved by the Project Manager and or the Park Manager. All such services and facilities shall comply with applicable Federal, State and Municipal regulations.
- 1.2 **TEMPORARY ELECTRICITY:** Temporary electrical power is not available. The contractor shall provide portable generators and all labor and materials necessary to provide electrical power and lighting for construction purposes.
- 1.3 **FIRE PROTECTION:**
- a) The Contractor shall provide and maintain adequate fire protection in the form of fire extinguishers, or other effective means of extinguishing fire, ready for instant use, distributed around the project sites and in and about temporary inflammable structures during construction of work.
 - b) Gasoline and other flammable liquids shall be stored in and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Storage shall not be within any DNCR owned buildings.
 - c) Torch-cutting and welding operations performed by subcontractors shall have approval of the general contractor before such work is started, and a chemical extinguisher shall be available on location where such work is in progress.
 - d) **No Smoking within 25 feet of any State Owned Building.**
 - e) Do not light fires in or about premises.
- 1.4 **PROTECTION OF PROPERTY AND THE PUBLIC:** The Contractor shall construct all fences, barricades and protection facilities required for the protection of the public to the satisfaction of the Project Manager. Furnish and install all signs, lights, reflectors, and all such protection facilities as may be required by the Project Manager.
- Keep all access roads and walks clear of debris, materials, and construction equipment. Repair streets, drives, curbs, sidewalks, fences, poles and the like where disturbed by construction to the satisfaction of the Project Manager.
- 1.5 **TEMPORARY STORAGE:** Delivery and storage locations shall be coordinated with and approved by the Project Manager.
- The contractor shall provide at the site, where directed and maintain in good condition, suitable and substantial weather-tight storage as required for his materials that may be damaged by storage in the open.
- 1.6 **STAGING AND SCAFFOLDING:** Except as otherwise indicated, the Contractor shall

furnish, erect and maintain all staging and scaffolding for use during the work of the project. Staging and scaffolding shall be of approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by state and local laws.

Above facilities shall be constructed and maintained in accordance with the applicable requirements of local and state authorities and of the Standard Safety Code for Building Construction published by ANSI, and be removed after they have served their purpose.

1.7 **TEMPORARY FIELD OFFICE:** Not Applicable

1.8 **TOILETS:** The Contractor is responsible for providing portable toilets for their worker's use for the duration of the project.

1.9 **CONTRACTORS AND SUBCONTRACTORS MEETINGS:** The Project Manager shall have the right to call together at reasonable times designated by him, representatives of the contractor and subcontractors who shall meet at the at the job site, to report as to the condition of the work under their charges, or on any other matters pertinent to the conduct of the work.

Such representatives shall be empowered to make at these meetings, definite decisions binding upon their respective employers, regarding all matters pertaining to the work under this contract.

The Contractor shall furnish the Project Manager in writing, the names, addresses and telephone numbers of subcontractors' personnel to be contacted in the event of an out-of-hours emergency at the building sites.

1.10 **MEASUREMENTS:** Before ordering any material or doing any work, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; any difference which may be found shall be submitted to the Project manager in writing for consideration before proceeding with the work.

Responsibility for work fabricated accurately to field measurements to properly fit the new construction shall be solely that of the contractor, who shall pay all costs involved in correcting any miss-fitting work as fabricated.

1.11 **CUTTING AND PATCHING:** The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly. Expense caused by defective or ill-timed work shall be borne by the contractor. Where field cutting is authorized or directed, provide adequate reinforcement of the weakened area in such form as is approved by the Project Manager.

1.12 **OCCUPATIONAL HEALTH AND SAFETY:** These contract documents, and the construction hereby contemplated shall be governed at all times by applicable provisions of all federal laws, including but not limited to the following:

a) Williams-Steiger occupational Safety and Health Act of 1970, Public Law 91-596

- b) Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
- c) Part 1926 - Safety and Health Regulations for Construction , Chapter XIII of Title 29, Code of Federal Regulations

- 1.13 **PARKING:** Space will be allocated at the buildings sites, or in the parking lots to accommodate vehicles, deliveries and limited storage. (additional storage areas may be made available through arrangements with the Manager on an as-needed basis).
- 1.14 **CLEANING:** As property under the stewardship of the Division of Forests and Lands, the grounds surrounding the project site will be open to the public and staff during all or part of the course of the work. Consequently, the sites must be kept clean, safe and presentable to the public. Construction debris shall be picked up at the end of each day's work and removed from the sites on at least a weekly basis. At the conclusion of the project, all scaffolding, barricades, equipment, and debris shall be promptly removed from the sites.

END OF SECTION 01020

SECTION 02080 - SELECTIVE DEMOLITION

PART 1 GENERAL

- 1.1 **DESCRIPTION OF WORK:** This work shall consist of the selective demolition, removal and satisfactory disposal of building components. Scope of the demolition work includes:
- a) Removal of the existing aluminum metal roof panels and light transmitting panels.
 - b) Inspect for damaged purlins, trusses, nailers etc.. Immediately notify the Project manager of the extent of damage. Replace damaged purlins per the allowance.
 - c) Provide documentation of the areas where purlins are replaced by photographing the full extent of the replacement.
- 1.2 **PROTECTION**
- a) Provide temporary barricades and other forms of protection as required to protect the state's personnel and the general public from injury due to demolition work.
 - b) Protect from damage existing finish work that is to remain.
 - c) Provide temporary weather protection during the interval between demolition and installation of new construction to insure that no further water leakage or damage occurs to the structure or interior areas of the existing building.

(PART 2 : not applicable)

PART 3 EXECUTION

- 3.1 **INSPECTION:** Inspect existing conditions in areas in which work will be performed. Prior to starting work, notify Project Manager of any conditions which could be misconstrued as damage resulting from selective demolition work.
- 3.2 **SALVAGE ITEMS:** Historic artifacts and articles of historic significance remain the property of the State. Notify the Project Manager if such items are encountered and obtain approval regarding method of removal and salvage for the State.
- 3.3 **SALVAGE OF DEMOLISHED MATERIALS:** To the greatest extent practical, salvage and recycle selective demolition materials. Contractor's shall provide a credit to the State in the schedule of values, if there is no salvage value the credit shall be entered as a zero (0) in the schedule of values. Contractors will be responsible for all removal, sorting, and trucking costs of salvaged materials.
- 3.4 **DISPOSAL OF DEMOLISHED MATERIALS**
- a) Dispose of debris, rubbish, and other materials resulting from demolition operations from the site in compliance with all state and municipal laws.
 - b) If hazardous materials are encountered during demolition operations, notify the

project manager immediately and comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.

3.4 CLEAN-UP AND REPAIR

- a) Upon completion of demolition work, remove tools and equipment. Remove protections and leave areas clean.
- b) Repair demolition performed in excess of that required. Return structures and surfaces to remain to conditions existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02080

SECTION 06100 - CARPENTRY

PART 1 GENERAL

- 1.1 **DESCRIPTION OF WORK:** Types of work in this section include rough carpentry for:
- a) Miscellaneous wood framing repairs.
 - b) Patching, repairing, replacing and re-securing rake trim and eave trim, if necessary.
- 1.2 **PRODUCT HANDLING**
- a) **Delivery and Storage:** Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
- 1.3 **COORDINATION:** Fit carpentry work to other work; scribe and cope as required for accurate fit. Coordinate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

PART 2 PRODUCTS

- 2.1 **LUMBER STANDARDS:** Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- 2.2 Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise specified.
- 2.3 **FRAMING:** For structural framing (2" to 4" thick, 5" and wider), provide the following grade and species:
- a) Select Structural grade. No. 2 grade minimum.
 - b) Any species of specified grade.
 - c) Any species and grade which meets or exceeds the following values:
 - 1) Fb (minimum extreme fiber stress in bending); 1,100 psi.
 - 2) E (minimum modulus of elasticity); 1,300,000 psi.
- 2.4 **EXPOSED BOARDS:** Where fascia and fascia trim boards will be exposed, provide the following:
- a) Moisture Content: 19 percent maximum, "S-DRY".

- b) Match width of existing sheathing boards.
 - c) Match milling characteristics of existing fascia and fascia trim boards.
 - d) Match wood species of existing fascia and fascia trim boards.
- 2.5 **CONCEALED BOARDS:** Where boards will be concealed by other work, provide lumber of 19 percent maximum moisture content (S-DRY), and of the following species and grade:
- a) No. 2 Eastern white pine.
 - b) Any species graded Construction Boards per WCLIB or WWPA rules.
- 2.6 **MISCELLANEOUS LUMBER:** Provide wood for support or attachment of other work including cant strips, bucks, nailers, blocking, furring, and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
- a) Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
 - b) Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard Grade boards per WCLIB or WWPA rules or No. 3 Boards per SPIB rules.
- 2.7 **FASTENERS AND ANCHORAGES:** Provide fasteners and anchorages with a hot-dipped zinc coating (ASTM A 153).

PART 3 EXECUTION

3.1 INSTALLATION - GENERAL

- a) Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- b) Set carpentry work to required levels and lines, with members plumb and true and cut and fitted.
- c) Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

3.2 WOOD FRAMING - GENERAL

- a) Provide framing members of sizes and on spacings shown to comply with recommendations of "Manual for House Framing" of National Forest Products Association (N.F.P.A.). Do not splice structural members between supports.
- b) Anchor and nail to comply with "Recommended Nailing Schedule" of "Manual for House Framing" and "National Design Specifications for Wood Construction" published by N.F.P.A.

3.3 **SHEATHING:** Make all butt joints over rafters.

3.4 **RE-SECURE EAVE AND RAKE TRIM:** Where fascias, rake boards, and ornamental brackets have been disturbed in order to remove the deteriorated batten boards or for other reasons re-secure them maintaining the original eave and rake lines as closely as possible. Use hot dipped galvanized nails set below the level of the finished surface. Make tight connections between members. Install fasteners without splitting the wood of the trim boards, pre-drill for nails if necessary. Countersink and fill exposed nail heads.

END OF SECTION 06100

SECTION 07 41 13 – EXPOSED FASTENER METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

Snap joint-seamed, standing seam metal roof panels, with related metal trim and accessories.

1.2 REFERENCES

American Architectural Manufacturer's Association (AAMA): www.aamanet.org:

AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.

AAMA 809.2 - Voluntary Specification Non-Drying Sealants.

American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:

ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

ASTM International (ASTM): www.astm.org:

ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.

ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

ASTM A 980 - Standard Specification for Steel, Sheet, Carbon, Ultra High Strength Cold Rolled.

ASTM C 645 - Specification for Nonstructural Steel Framing Members.

ASTM C 920 - Specification for Elastomeric Joint Sealants.

ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.

ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.

ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

Underwriters Laboratories, Inc. (UL): www.ul.com:

UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.3 **QUALITY ASSURANCE**

- a) **Manufacturer/Source:** Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.
- b) **Manufacturer Qualifications:** Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.
- c) **Approval of Comparable Products:** Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 1. Product data, including certified independent test data indicating compliance with requirements.
 2. Samples of each component.
 3. Sample submittal from similar project.
 4. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
 5. Sample warranty.
- d) Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
- e) Approved manufacturers must meet separate requirements of Submittals Article.
- f) **Installer Qualifications:** Experienced Installer [certified by metal panel manufacturer] with minimum of five years experience with successfully completed projects of a similar nature and scope.
- g) **Installer's Field Supervisor:** Experienced mechanic [certified by metal panel manufacturer] supervising work on site whenever work is underway.

1.4 **ACTION SUBMITTALS**

- a) **Product Data:** Manufacturer's data sheets for specified products.
- b) **Shop Drawings:** Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot showing edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.
- c) Indicate points of supporting structure that must coordinate with metal panel system installation.

- d) Include data indicating compliance with performance requirements.
- e) Include structural data indicating compliance with requirements of authorities having jurisdiction.
- f) Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
- g) Provide color chip verifying color selection.

1.5 **INFORMATIONAL SUBMITTALS**

- a) Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.
- b) Qualification Information: For Installer firm and Installer's field supervisor.
- c) IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.
- d) Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

1.6 **CLOSEOUT SUBMITTALS**

- a) Maintenance data.
- b) Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

1.7 **DELIVERY, STORAGE, AND HANDLING**

- a) Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
- b) Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
- c) Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

1.8 **COORDINATION:** Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.

1.9 **WARRANTY**

- a) Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.

- b) **Special Panel Finish Warranty:** On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within [40] years from date of Substantial Completion, including:

Silicone Modified Polyester (SMP) Two-Coat System:

Color fading in excess of [7] Hunter units per ASTM D 2244.

Chalking in excess of No. [6] rating per ASTM D 4214.

Failure of adhesion, peeling, checking, or cracking.

PART 2 PRODUCTS

2.1 MANUFACTURER

Basis of Design Manufacturer: MetalMax Roofing & Siding (603) 892-5362; Web: metalmax.com

Provide basis of design product, or comparable product approved by Project Manager prior to bid.

2.2 PERFORMANCE REQUIREMENTS

- a) **General:** Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- b) **Structural Performance:** Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:
- c) **Wind Loads:** Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
- Wind Uplift Testing: Certify capacity of metal panels by actual testing of proposed assembly per ASTM E 1592.
- d) **Snow Loads:** 80 lbf/sq. ft.
- e) **Deflection Limits:** Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of [1/120] of the span with no evidence of failure.
- f) **Seismic Performance:** Comply with ASCE 7, Section 9, "Earthquake Loads."
- g) **Wind Uplift Resistance:** Comply with UL 580 for wind-uplift class [UL-90].
- h) **Florida State Building Code Compliance:** Comply with requirements of Florida State Building Code. www.floridabuilding.org/pr/pr_app_srch.aspx
- i) **Thermal Movements:** Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure

caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 METAL ROOF PANELS

- a) **Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels:** Structural metal roof panel consisting of formed metal sheet with trapezoidal ribs, installed by lapping edges of adjacent panels.
1. Basis of Design: MetalMax PBR Panel
 2. Coverage Width: 36 inches (914 mm).
 3. Continuous Rib Spacing: 12 inches (304.8 mm) on center.
 4. Rib Height: 1-1/4 inch (31.75 mm).
 5. Nominal Coated Thickness: [0.028 inch/26 gage 0.71 mm]
 6. Panel Surface: [Smooth]
 7. Exterior Finish: [Silicone-modified polyester 2 coat system].
 8. Color: **[Tan]**.

2.4 METAL ROOF PANEL ACCESSORIES

- a) **General:** Provide complete metal roof panel assembly incorporating ridge, eave, rake, valley, and parapet trims, copings, fascias, gutters and downspouts, and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.
- b) **Flashing and Trim:** Match material, thickness, and finish of metal panel face sheet.
- d) **Panel Fasteners:** Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer.

Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.

- e) **Joint Sealers:** Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
1. **Tape Sealers:** Manufacturer's standard non-curing butyl tape, AAMA 809.2.
 2. **Concealed Joint Sealants:** Non-curing butyl, AAMA 809.2.
 3. **Exposed Joint Sealants:** Urethane, single component, ASTM C 920.
- f) **Factory-Applied Seam Sealant:** Manufacturer's standard hot-melt type.

- g) Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.
- h) **Steel Sheet Miscellaneous Framing Components:** ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.

2.5 FABRICATION

- a) General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- b) Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- c) Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- d) Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

2.6 FINISHES

Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

Silicone-modified polyester 2-coat system: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil SMP color coat, AAMA 2604-17A

Basis of Design: **Sherwin Williams WeatherXL™**.

Interior Finish (Backer): 0.2 -0.3 mil total dry film thickness consisting of primer coat and wash coat of manufacturer's standard light-colored acrylic or polyester backer finish.

PART 3 EXECUTION

3.1 EXAMINATION

- a) Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
- b) Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
- c) Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:

1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
3/8 inch (9 mm) over any single roof plane.

- d) Correct out-of-tolerance work and other deficient conditions prior to proceeding with metal roof panel system installation.

3.2 PREPARATION

Miscellaneous Supports: Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.

3.3 METAL PANEL INSTALLATION

- a. **Exposed Fastener Metal Roof Panels:** Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- b. **Panel Sealants:** Install manufacturer's recommended tape sealant at panel side laps and end laps.
- c. **Panel Fastening:** Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
 - 1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
 - 2. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
 - 3. **Dissimilar Materials:** Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- a) **General:** Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
- b) Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions. Provide concealed fasteners except where noted on approved shop drawings. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

- c) Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
- d) Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants." Per metal roof panel manufacturer's requirements.

3.5 **CLEANING AND PROTECTION**

Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.

Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION 074113

