

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

***ASPHALT SHINGLE ROOF REPLACEMENT
LAFAYETTE PLACE CAMPGROUND VISITORS CENTER
2 FRANCONIA NOTCH STATE PARK
FRANCONIA, NH 03580***

SPECIFICATIONS

PROJECT # CAP-2401



June 19, 2023

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

SPECIFICATIONS

**ASPHALT SHINGLE ROOFING REPLACEMENT
LAFAYETTE PLACE CAMPGROUND VISITORS CENTER
2 FRANCONIA NOTCH STATE PARK, FRANCONIA, NH**

PROJECT # CAP-2401

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TEL. 603-271-2606 FAX 603-271-2629

NOTICE TO BIDDERS

ASPHALT SHINGLE ROOFING REPLACEMENT
LAFAYETTE PLACE CAMPGROUND VISITORS CENTER
FRANCONIA, NH

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday July 13, 2023. Proposals should be mailed to: Attn: Edward Mussey Public Works Project Manager | 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 June 19, 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. (603) 436-3030
3. McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel. (781) 430-2006
4. Signature Digital Imaging, 472 Amherst St. Unit 23 Nashua, NH 03063 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/about-nh-parks/projects-and-improvements>

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 Lafayette Place Campground Visitors Center on June 27, 2023 at 10:00 am sharp. Please contact Edward Mussey at 603-271-3973 or by e-mail: Edward.V.Mussey@dnr.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": Asphalt Shingle Roof Replacement Greenfield Administration Building Project No. CAP-2401

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-2401

ASPHALT SHINGLE ROOF REPLACEMENT
LAFAYETTE PLACE CAMPGROUND VISITORS
CENTER 2 FRANCONIA NOTCH STATE PARK
FRANCONIA, NH 03580

MANDATORY PRE BID CONFERENCE:

June 27, 2023 at 10:00 a.m. Sharp

DATE BID OPENING:

July 13, 2023 at 2:00 p.m. Sharp.

START DATE:

August 30, 2023

COMPLETION DATE:

No later than September 30, 2023

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on July 13, 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" Asphalt Shingle Roof Replacement Lafayette Place Campground Visitors Center Project No. CAP-2401

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-2401 Asphalt Shingle Roofing replacement for the Visitors Information Center 2 Franconia
Notch State Park, Franconia NH 03580

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 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-2401

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.

Asphalt Shingle Roof Replacement Lafayette Place Campground Visitors Information Center	<u>Enter Whole Dollar</u> <u>Amounts Only</u>
Category:	Cost
General Conditions	
Demolition of Asphalt Shingle Roof	
Carpentry	
Asphalt Shingle roofing	
Allowance # 1 Unanticipated Modifications and/or additions to contract items	\$5,000
Allowance #2 Sheathing Board Replacement 1"x 6" T&G 24 linear feet	
Enter the Total Lump Sum Including Allowances #1 >	

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

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$5,000** 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.

ALLOWANCE #2: SHEATHING BOARD REPLACEMENT: Include 24 linear feet of 1"x 6" Select Structural Fir Decking T&G sheathing 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 decking board replacement on site. If the amount is less than 24 linear feet the contract price will be reduced at the rate per square foot bid by the contractor. If the Amount is over 24 linear feet the Allowance #2 will be increased and the Allowance #1 shall be decreased and equal amount.

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 I		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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) 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.

GENERAL CONDITIONS

GENERAL

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

This project consists of removing asphalt shingle roofing, installing new Asphalt Shingle roofing at the Lafayette Place Campground Visitors Center in Franconia NH 03580, 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

NONE REQUIRED

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 of the NH State Building Code, if applicable, of the following;

International Building Code 2018
International Existing Building Code 2018
International Mechanical Code 2018
International Plumbing Code 2018
International Residential Code 2018
National Electrical Code 2020
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 September 30, 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 Operations, Planning and Project Management 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
of _____. I hereby certify the following is a true copy of the current
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 _____.

I further certify that the following individuals currently hold the office or 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.

Partnership Certification of Authority

I, _____, hereby certify that I am the General Partner
(Name)
of _____ a general partnership under RSA 304-A.
(Name of Partnership)

I certify I am authorized to bind the partnership.

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 partnership and the authority has not expired or been revoked. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____

(Name & Title)

SAMPLE

Sole Proprietor Certification of Authority

I, _____, hereby certify that I am the Sole Proprietor
(Name)
of _____ which is a tradename registered with the Secretary of State
(Name of Business)
under RSA 349. I certify that I am the sole owner of my business and tradename.

I further 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 business. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title)

Corporate Resolution.

ATTEST: _____

(Name)

Corporate Resolution

I, _____ hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of _____. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
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
(Name and Title of P-37 Signatory)

authorized to enter into contracts on behalf of _____ a limited
(Name of Corporation)
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)



State of New Hampshire
VENDOR APPLICATION

Rev 4/26/22

VENDOR # _____
(Assigned by Purchase & Property)

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](http://DepartmentofTreasury) 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](http://SecretaryofStateCorporateDivisionRegistration) (603) 271-3244

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

DUNS #: _____

Select the appropriate designations for your Entity:

Minority Institutions	☐	Minority Owned Large Business	☐	Minority Owned Small Business	☐
Disabled Veteran Business	☐	Svs Disabled Veteran Owned	☐	Veteran Owned Small Business	☐
Physically Challenged Bus	☐	SBA Cert Fin Disadvantaged Bus	☐	SBA Cert Hist Underutilized Bus	☐
Historically Black Colleges	☐	Women Owned Sm Bus	☐	Women Owned Large Businesses	☐
Small Business	☐	SBA Cert Sm Disadvantaged Bus	☐		

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
VENDOR APPLICATION

Rev 4/26/22

VENDOR # _____
(Assigned by Purchase & Property)

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	☐ Corporation (C)	☐ Travel/Intern
☐ LLC (C Corporation)	☐ Partnership	☐ Refund/Reimbursement
☐ LLC (S Corporation)	☐ Estate or Trust	☐ Tax-Exempt
☐ LLC (P Partnership)		

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

TO (OWNER): PROJECT: DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

FROM: VIA (ARCHITECT):

CONTRACT FOR: ARCHITECT'S PROJECT NO: CONTRACT DATE:

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

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

Contractor's signed Certification is attached.

APPLICATION DATE:

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

PERIOD TO:

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

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 COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1										
2										
3										
4										
5										
6										
7										
8										
9										
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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
07311	Asphalt Shingles
07620	Sheet Metal Flashing and Trim

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 **SUMMARY OF THE WORK:** The intent of the contract is to provide the State with a new asphalt shingle roof on the Lafayette Place Campground Visitors Center in Franconia 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 dispose of all existing asphalt shingles.
 - b) Patch and repair deteriorated sheathing if necessary.
 - c) Replace the fascia, trim and rake boards if necessary.
 - d) Install ice and watershield as indicated on the plans and where required.
 - e) Install drip edges.
 - f) Install Asphalt Shingle roofing system.
 - g) Inspect and repoint the chimney from the roofline up.
 - g) Provide the following Warranties at the completion of the job:
 - 1. 2 Year Installers Warranty.
 - 2. Provide Asphalt shingle manufacturer's warranty (50 year).
 - 3. Provide Asphalt Shingle manufacturer's wind warranty 130 MPH.
- 1.3 **LOCATION:** The Lafayette Place Campground Visitors Center is located off of 93 South in Franconia Notch State Park Franconia, NH. The mandatory pre-bid meeting will be held outside of the Building.
- 1.4 **ACCESS TO SITE:**
- General:** The Contractor shall have limited use of Project site for construction operations as indicated on Drawings and as indicated by requirements of this Section.
- Use of Site:** Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- Limits:** Confine construction operations to area within tight proximity of the building site. Construction activities, staging and material access routes shall be done to limit impact to Park staff and the Public by the use of construction fencing and barricades.

Entrances: Keep, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for equipment parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 COORDINATION WITH OCCUPANTS

Owner Occupancy: Owner will occupy the premises during the entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

Time Restrictions for Performing roofing Work: Normal working hours of 7:00 am to 5:00 pm, Monday through Friday with the following restrictions:

No access during the following observed holidays:

- a) New Year's Day.
- b) Martin Luther King Jr. Civil Rights Day.
- c) Washington's Birthday.
- d) Memorial Day.
- e) Independence Day.
- f) Labor Day.
- g) Veterans' Day.
- h) Thanksgiving Day & Day after Thanksgiving.
- i) Christmas Day.

Access for work outside of normal working hours shall be requested in writing to the Project Manager, at least one week in advance. The Project Manager may accept or reject the request.

- 1.7 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.

- 1.8 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.

- 1.9 COORDINATION WITH THE GREENFIELD STATE PARK MANAGER:** The contractor shall coordinate in advance with the Greenfield State Park Manager Mr. Alec Wooley. Office Phone No. (603) 547-3497 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:** Public restrooms will be made available for worker's for the project duration.

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 site, or in the parking lots to accommodate vehicles, deliveries and limited storage. (additional storage areas may be made available through arrangements with the Lafayette Place Campground Park Manager Mr. Edward Pinskey on an as-needed basis).

1.14 **CLEANING:** As property under the stewardship of the Division of Parks and Recreation, 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 asphalt shingle roof and underlayments.
- 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 **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 - C A R P E N T R Y

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 **SHEATHING BOARDS:** The design intent is to match the size and type of sheathing that is being replaced. Provide lumber of 19 percent maximum moisture content (S-DRY), and of following species and grade:
- a) No. 2 Eastern White Pine. If existing sheathing boards are rough cut, provide replacement rough cut boards of the same thickness.
- 2.4 **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.

- 2.5 **EXPOSED BOARDS:** Where sheathing 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 sheathing boards.
 - d) Match wood species of existing sheathing boards.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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 07311 - ASPHALT SHINGLES

PART 1 GENERAL

- 1.1 **DESCRIPTION OF WORK:** Provide new asphalt shingle roofing over all areas of the roofs as indicated on the plan. The scope of work includes asphalt shingle roofing, related accessories, valleys, ridges, eaves, corners, rakes, miscellaneous flashings and attaching devices.
- 1.2 **QUALITY ASSURANCE**
- a) UL Listing: Provide labeled materials which have been tested and listed by UL for Class and Rating indicated for each shingle type required.
- 1.3 **SUBMITTALS**
- a) Samples: Submit full range of samples for color and texture selection. After selection, submit 2 full-size shingles for verification of each color/style/texture selected.
- 1.4 **MAINTENANCE STOCK:** At the completion of the job the contractor is to provide 2 Bundles of each type/color/texture shingle used in the work, in original unopened labeled bundles, to the Project Manager.
- 1.5 **DELIVERY, STORAGE AND HANDLING**
- a) Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers.
- b) Store materials to avoid water damage, and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.
- 1.6 **JOB CONDITIONS**
- a) Substrate: Proceed with shingle work only after substrate construction and penetrating work have been completed.
- b) Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.
- 1.7 **SPECIFIED PRODUCT WARRANTY:** Provide shingle manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Period of warranty is 50 (Fifty) years from date of substantial completion.
- 1.8 **WIND WARRANTY:** Provide shingle manufactures wind warranty on installed work agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Wind warranty is (130) Mph.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLE MATERIALS:

a) Laminated fiberglass – asphalt composition shingles shall meet the following standards:

- ASTM D3018 Type I
- ASTM D3462
- ASTM D7158 Class H
- ASTM E108 Class A Fire Resistance
- ASTM D3161 Class F 130 mph wind resistance
- Exposure 5-5/8"
- Bundles/Square ~ 4
- 6 Nails per shingle
- Weight per square ~ 305 lbs.

b) Acceptable Products: Products which may be incorporated in the work include but are not limited to the following :

- i. GAF "Timberline UHDZ in "Charcoal"
- ii. CertainTeed LANDMARK TL in "Moire Black"

2.2 **BITUTHENE UNDERLAYMENT:** Ice and watershield by GCP Applied Technologies Inc., Weather Watch Ice and Water Barrier by GAF-ELK, WinterGuard by CertainTeed, GoldShield Ice and Water Protector by IKO or approved equal.

2.3 **SHINGLE UNDERLAYMENT:** Asphalt impregnated underlayments shall meet the following standards:

- b. ASTM D226 Type II
- c. ASTM D4869 Type II

a) Acceptable Products: Products which may be incorporated in the work include but are not limited to the following :

- i. GAF "Shingle-Mate"
- ii. CertainTeed "Roofers Select"

2.4 **ASPHALT PLASTIC CEMENT:** For use as shingle tab adhesive. Must conform to ASTM D4586 Type I or II.

2.5 **GUNNABLE SEALANT:** Shall be "Black Jack" no. 2172 Tab Seal Cement, SBS modified sealant for sealing down tabs of shingles.

2.6 **NAILS:** Nails are to be hot-dipped galvanized, or corrosion-resistant 10-12 gauge, sharp-pointed, conventional roofing nails with barbed shanks, 3/8" – 7/16" diameter head, and at least 1-1/4" in length to penetrate 1" into solid decking. Fasteners must be driven flush with the surface of the shingle. Overdriving will damage the shingle. Raised fasteners will interfere with the sealing of the shingles and can back out. Pneumatic Nail Guns shall use galvanized smooth shank 1-1/4" to 1-3/4" 15° coil roofing nails.

- 2.7 **ALUMINUM DRIP EDGE:** At the Rake and Eave edges provide .032" aluminum drip edge, brake-formed to provide 5" roof deck flange, and 1" fascia flange with 3/8" drip at the lower edge. Apply drip edges on top of underlayment along rake edges and directly to the roof deck along the eaves. Mill finish.
- 2.8 **RIDGE VENT: NO RIDGE VENT REQUIRED**
- 2.9 **RIDGE CAP SHINGLES:** Incorporate into the work Manufacturers standard ridge cap shingles to match new asphalt shingle work. Acceptable products include but are not limited to:
1. GAF "Timbercrest ®"
 2. CertainTeed "Cedar Crest ®"

PART 3 EXECUTION

- 3.1 Roofing contractor shall examine substrate and conditions under which shingling work is to be performed and notify Architect in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected.
- 3.2 **PREPARATION OF SUBSTRATE**
- a) Clean substrate of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.
 - b) Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install shingle roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.
- 3.3 **GENERAL:** Comply with the instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated in the contract documents.
- 3.4 **BITUTHENE MEMBRANE:** Install continuous bituthene ice protection underlayment along eaves, (3) 3' wide strips, 18" wide strips around all roof penetrations, and where indicated on the roof plan. Provide 2" side laps and 4" end laps minimum where required.
- 3.5 **ASPHALT IMPREGNATED SHINGLE UNDERLAYMENT:** Apply one layer horizontally over the entire roof deck without wrinkles. Lapping 4" over ice & watershed protection underlayments and side lapping succeeding courses 2" minimum and end lapping 4" minimum, fastening with sufficient nails to hold in place until shingle application.
- 3.6 **SHINGLES:** Install starter shingles as recommended by the manufacturer. Fasten shingles in pattern, weather exposure and number of fasteners per shingle as recommended by manufacturer for high wind conditions. Use "hurricane nailing pattern". Use horizontal and vertical chalk lines to ensure straight coursing.
- a) Comply with installation details and recommendations of shingle manufacturer and

b) To insure immediate sealing, apply 4 quarter-sized dabs of shingle tab adhesive on the back of the shingle 1" (25mm) and 13" in from each side and 1" up from bottom of the shingle. Press shingle firmly into the adhesive. For maximum wind resistance along rakes, install Starter Strip Shingles with shingle manufacturers sealant or cement shingles to underlayment and each other in a 4" width of asphalt plastic cement. Caution: Apply ONLY a thin uniform layer of asphalt plastic cement less than 1/8" (3mm) thick. Excess amounts can cause blistering of the shingles and may soften the asphalt in certain underlayments, resulting in the asphalt flowing, dripping and staining.

- 3.7 **HIP AND RIDGE SHINGLES:** Hand Seal using ¼" beads of BASF MasterSeal (formerly Sonolastic) NP1 or Henkel PL Polyurethane Roof & Flashing Cement.
- 3.8 **FLASHING INSTALLATION:** Where metal flashing is required or indicated install the flashing in full compliance with the details and recommendations of the NRCA Steep Roofing Manual.

END OF SECTION 07311

SECTION 07620 - FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 SUMMARY

- a) This section includes the following:
 - 1. Drip Edge
 - 2. Chimney Flashing
 - 3. Chimney Counter Flashing

PART 2 PRODUCTS

- 2.1 **DRIP EDGE:** (See section 07311 2.7 DRIP EDGE)
- 2.2 **LEAD COATED COPPER STEP FLASHING:** Provide 16 oz lead coated copper step flashing in accordance with Asphalt Shingle Manufacturer's requirements.
- 2.3 **LEAD COUNTER FLASHING:** Where existing Lead Chimney counter flashing is no longer serviceable or required to be replaced due to chimney reconstruction provide new lead counter flashings 3.0 lbs per square foot minimum.
- 2.4 **COPPER VENT PIPE FLASHING:** ASTM-B152, Provide 16oz (22 mil) copper counter flashing and base flashing.
- 2.5 **FASTENERS:** Same metal as flashing/sheet metal or, other non-corrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- 2.6 **METAL ACCESSORIES:** Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.
- 2.7 **ROOFING CEMENT:** ASTM D 2822, asphaltic or as approved by the Asphalt Shingle Roofing Manufacturer.
- 2.8 **GENERAL METAL FABRICATION:** Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- 2.9 **SEPARATIONS:** Provide for separation of metal from non-compatible metal or corrosive substrate by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 EXECUTION

- 3.1 **GENERAL:** Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
- 3.2 Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- 3.3 Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.

END OF SECTION 07620