# STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES DIVISION OF PARKS AND RECREATION PLANNING AND DEVELOPMENT SECTION

ASPHALT SHINGLE ROOF REPLACEMENT AND REPAIRS FOR THE BARN AT LAKE TARLETON STATE PARK 894 LAKE TARLETON RD. PIERMONT, NH 03779

#### **SPECIFICATIONS**

PROJECT # CAP-2208



October 10, 2022

## STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES DIVISION OF PARKS AND RECREATION PLANNING AND DEVELOPMENT

172 Pembroke Road Concord, NH 03301 Tel. (603) 271-2606 Fax (603) 271-2629

#### **SPECIFICATIONS**

## ASPHALT SHINGLE ROOFING REPLACEMENT AND REPAIRS FOR THE BARN AT LAKE TARLETON STATE PARK 849 LAKE TARLETON RD PIERMONT, NH 03779

#### PROJECT # CAP-2208

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## STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES DIVISION OF PARKS AND RECREATION PLANNING AND DEVELOPMENT

172 Pembroke Road Concord, N.H. 03301 TEL. 603-271-2606 FAX 603-271-2629

#### **NOTICE TO BIDDERS**

Project:

#CAP-2208

ASPHALT SHINGLE ROOFING REPLACEMENT & REPAIRS FOR THE BARN AT LAKE TARLETON STATE PARK

PIERMONT, NH 03779

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday November 3, 2022. Proposals should be mailed to: Attn: Edward Mussey Public Works Project Manager I Department of Natural and Cultural Resources 172 Pembroke Road, Concord, NH 03301.

Specifications will be available to interested contractors at the Planning and Development Office on October 10, 2022. 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.) Infinite Imaging 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel. (781) 430-2006
- 4.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6. New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <a href="https://das.nh.gov/purchasing/index.aspx">https://das.nh.gov/purchasing/index.aspx</a>
- 7.) New Hampshire State Parks Website <a href="https://www.nhstateparks.org/news-events/improving-state-parks/rfps-projects">https://www.nhstateparks.org/news-events/improving-state-parks/rfps-projects</a>

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division <a href="https://quickstart.sos.nh.gov/online/Account/LandingPage">https://quickstart.sos.nh.gov/online/Account/LandingPage</a> (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 Barn at Lake Tarleton State Park 849 Lake Tarleton Rd. Piermont NH 03779 at 10:00 a.m. sharp, on Tuesday October 25, 2022. Please contact Edward Mussey at 603-271-3973 or by e-mail: <a href="mailto:Edward.V.Mussey@dncr.nh.gov">Edward.V.Mussey@dncr.nh.gov</a> 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. Please mark the outside envelope as: "Bid Proposal": Asphalt Shingle Roof Replacement and Repairs for the Barn at Lake Tarleton State Park Project No. CAP-2208

# STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES DIVISION OF PARKS AND RECREATION PLANNING AND DEVELOPMENT 172 Pembroke Road

Concord, N.H. 03301 TEL. 603-271-2606 FAX 603-271-2629

#### **BID PROPOSAL FORM**

PROJECT: #CAP-2208	ASPHALT SHINGLE ROOF REPLACEMENT AND REPAIRS FOR THE BARN AT LAKE TARLETON STATE PARK PIERMONT, NH 03779				
MANDATORY PRE BID CONFERENCE:	October 25, 2022 at 10:00 a.m. Sharp				
DATE BID OPENING:	November 3, 2022 at 2:00 p.m. Sharp.				
START DATE:	December 7, 2022				
COMPLETION DATE:	No later than June 30, 2023				
Natural and Cultural Resources, 172 Pembrok envelope "Bid Proposal" Asphalt Shingle Roof Park Project No. CAP-2208	ke Road, Concord, NH 03301 Please note on the outside of the fReplacement and Repairs for the Barn at Lake Tarleton State				
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 PLANNING AND DEVELOPMENT

#### **PROPOSAL**

Proposal of	
	(Bidders name)
	(Bidders address)
	all materials except as noted and to perform all work in accordance with the Contract ampshire, Department of Natural and Cultural Resources for the construction of
Project #CAP-2208	Asphalt Shingle Roofing replacement and repairs for the Barn at Lake Tarleton State Park Piermont, NH 03779
Commissioner Department of Natura 172 Pembroke Road Concord, N.H. 03301	I and Cultural Resources
Commissioner:	
inviting proposals for the file in the office of the name) hereby certifies this proposal as principle that an examination he Supplemental Specific the work; and I, or we, of construction, and to that the quantities of and further understand	pals; that this proposal is made without collusion with any person, firm, or corporation; has been made of the Plans, of the Standard Specifications, and Special Attentions, cations, and Special Provisions, all of which are attached hereto, and also of the site of propose to furnish all necessary machinery, equipment, tools, labor, and other means furnish all materials specified in the manner and at the time prescribed; and understand work as shown herein are approximate only and are subject to increase or decrease, d that all quantities of work are to be performed at the quoted prices.
	of contract and begin work within 15 (fifteen) days after the notice to proceed has been delivered to the contractor and to prosecute said work until its completion.

Bid Proposal Page 2

#### 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-2208

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 for the Barn at Lake Tarleton State Park.	Enter Whole Dollar Amounts Only
Category	Cost
General Conditions	
Demolition Asphalt Shingle Roof	
Carpentry	
Asphalt Shingle roofing	
Allowance # 1 Unanticipated Modifications and/or additions to contract items	\$5,000
Allowance #2 Plywood Sheathing	
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. Not withstanding 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	: PLYWOOD SHEATHI	NG REPLACEMENT:	Include 962 SF of 4	x8' Plywood sheathing
board at \$	per Square foot for	a total amount of \$	The allow	vance is to be included
in the Lump Sum I	Bid. The Project Manage	er will certify the actua	I amount of sheathing	board replacement on
	t is less than 896 square	•		, ,
•	ctor. If the Amount is O	•	he Allowance #3 will	be increased and the
Allowance #1 sha	II be decreased and equa	al amount.		

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

#### SIGNATURE PAGE

Company Name		
Address		
Phone		
Fax		
Signature of Authorized Bidder		
Print		
Address of Bidder		
Names and Addresses of Member	rs 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 C  Division of Parks and Recrea		1.2 State Agency Address 172 Pembroke Rd. Con	ncord, NH 03301
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for Edward Mussey Public Work		1.10 State Agency Telepho (603) 271-3973	one Number
1.11 Contractor Signature	Date:	1.12 Name and Title of Co	ontractor Signatory
1.13 State Agency Signatur	re Date:	1.14 Name and Title of St	ate Agency Signatory
1.15 Approval by the N.H.	Department of Administration, D	ivision of Personnel (if applicable	(e)
Ву:		Director, On:	
1.16 Approval by the Attorn	ney General (Form, Substance an	d Execution) (if applicable)	
Ву:		On:	
1.17 Approval by the Gover	mor and Executive Council (if ap	pplicable)	
G&C Item number:		G&C Meeting Date:	

Page 1 of 4

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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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall, have no liability to the Contractor other than the contract price.

- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

- 16. 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.
- 17. 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.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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				100	
33					
		200			

#### **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, and installing new Asphalt Shingle roofing on the Barn at Lake Tarleton State Park in Piermont NH 03779, 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.

ORIGINAL CONTRA	ACT AMOUNT AMOUNT	OF LIQUIDATED DAMAGES PER WORKING DAY
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 June 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.
- 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. <u>Commercial General Liability Insurance</u>: 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.
- 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. <u>Builder's Risk Insurance</u> (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
of	. I hereby certify the following is a true of a vote taken at a
meeti	ng of the Board of Directors/shareholders, duly called and held on, 20
at wh	ich 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
	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 h	nereby certify that said vote has not been amended of repealed and remains in full force
and e	ffect as the date of the contract to which this certificate is attached. This authority shall
rema	in 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
persoi	n(s) listed above currently occupy the positions(s) indicated and that they have full
autho	rity to bind the corporation. To the extent that there are limits on the authority of any listed
indivi	dual to bind the corporation in contracts with the State of New Hampshire, all such
	tions are expressly stated herein.
DATI	ED:ATTEST:
- 4	(Name & Title) Not the P-37 Signatury

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#### Corporate Bylaws

I,(Name)	, hereby certify that I am duly elected Clerk/Secretary/Officer
of(Name of Corporation	
Incorporation authoriz	ze the following officers or positions to bind the Corporation for contractua
obligations (List office	r titles or position)
I further certify that	t the following individuals currently hold the office or positions
authorized:	
	(List individuals holding positions authorized)
	at it is understood that the State of New Hampshire will rely on this 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:
A	(Name & Title)
(1)	
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#### Limited Partnership or LLC Certificate of Authority

Ι,	, hereby certify that I	am a Partner, Member or Manager
(Name)		AND THE RESERVE TO THE PARTY OF
of Orman CP ( )	a limited liability partne	ership under RSA 304-B, a limited
(Name of Parinership or L	.LC)	
liability professional partners	hip under RSA 304-D, or a li	mited liability company under
RSA 304-C.		
I certify that	is authorize	d to bind the partnership or LLC. I
I certify that(P-37	Signatory)*	a to ome mo paratolimp of BBO.
further certify that it is unders	stood that the State of New H	ampshire will rely on this
certificate as evidence that the	e person listed above currentl	y occupies the position indicated
and that they have full author	ity to bind the partnership or	LLC and that this authorization
shall remain valid for thirty	(30) days from the date of the	nis Corporate Resolution
	ON	
DATE:	ATTEST:	
		(Name)
A		
		(Title)
	77-1	
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<sup>\*</sup> 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

of (Name)	a general partnership und	ler RSA 304-A	Also.
(Name of Partnership)	a Beneral baranennih and	AL A	
I certify I am authorized to bind	I the partnership.		
I hereby certify that it is u	inderstood that the State of N	lew Hampshire wi	ll rely on this
certificate as evidence the perso	on listed above currently occu	upies the position	indicated and they
have full authority to bind the p	artnership and the authority	has not expired or	been revoked.
This authority shall remain val	lid for thirty (30) days from	the date of this Co	orporate
Resolution.			
DATED:	ATTEST:		
		(Name & Title)	

	*	
	*	

# Sole Proprietor Certification of Authority

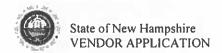
I,	, hereby	certify that I am the	e Sole Proprietor	
of	which is	a tradename registe	red with the Secretar	y of State
(Name of Busines under RSA 349. I c	s) ertify that I am the sole	owner of my busine	ess and tradename.	M
I further certify t	that it is understood that	the State of New I	lampshire will rely o	n this
certificate as eviden	nce the person listed abo	ve currently occupi	ies the position indic	ated and they
have full authority t	to bind the business. Th	is authority <b>shall r</b>	emain valid for thir	ty (30) days
from the date of this	s Corporate Resolution.			
DATED:		ATTEST:		
			(Name & Title)	
		100		
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# **Corporate Resolution**

I,	0.1	hereby ce	rtify that I am	duly elected	Clerk/Secretary/Officer
of	(Name) (Name of Corporation)	I hereby	certify the foll	owing is a tru	ne of a vote taken at a
meeti	ng of the Board of Dir	ectors/sharehold	ers duly called	l and held on	20,
at wh	ich a quorum of the di	rectors/sharehold	ders were prese	ent and voting	3.
	Voted: That	(Name and Title of P	-37 Signatory)	_is duly	
	authorized to enter i	nto contracts on	behalf of	(Name of Corpor	a limited
	partnership with the Resources	State of New Ha	ımpshire, <u>Dep</u> a	artment of Na	utural and Cultural
	and further is author	48 B 18 18 18 18 18 18 18 18 18 18 18 18 18	TOTAL TOTAL	095.	n his/her judgement to be
I h	ereby certify that said	d vote has not be	en amended o	r repealed and	d remains in full force
and at	ffect as the	, 20	. I further cer	rtify that it is	understood the State of
New I	Hampshire will rely or	n this certificate	as evidence the	e person liste	d above currently
occup	ies the position indica	ted and that they	have full auth	ority to bind	the corporation and the
corpo	ration as the general p	artner has full au	thority to bind	the limited p	partnership to the specific
contra	act indicated. This aut	hority shall rem	ain valid for t	thirty (30) da	ys from the date of this
Corpo	orate Resolution.				
DATI	ED:		ATTEST:	(Name & Title, no	of the P-37 Signatory)

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<b>VENDOR</b>	#	
(Assigned b	by Purchase &	Property)

BUSINESS NAME/ADD	DRESS 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):	
271-3244		any contracts) Secretary of State Corporate Division Registration (6	603)
(Note: Registration with the NH Secr	of State? YES NO State Inco	rporated In:  Minority Owned Small Business  Veteran Owned Small Business	603)
(Note: Registration with the NH Secretary 271-3244  Registered with NH Secretary DUNS #:  Select the appropriate designa Minority Institutions	of State? YES NO State Incontions for your Entity:  Minority Owned Large Business	Minority Owned Small Business	603)
(Note: Registration with the NH Secretary 271-3244  Registered with NH Secretary DUNS #:  Select the appropriate designa Minority Institutions  Disabled Veteran Business	of State? YES NO State Incontions for your Entity:  Minority Owned Large Business  Svs Disabled Veteran Owned	Minority Owned Small Business  Veteran Owned Small Business	603)
(Note: Registration with the NH Secretary 271-3244  Registered with NH Secretary DUNS #:  Select the appropriate designa Minority Institutions  Disabled Veteran Business Physically Challenged Bus	of State? YES NO State Inconstions for your Entity:  Minority Owned Large Business Svs Disabled Veteran Owned SBA Cert Fin Disadvantaged Bus	Minority Owned Small Business  Veteran Owned Small Business  SBA Cert Hist Underutilized Bus	603)
(Note: Registration with the NH Secretary 271-3244  Registered with NH Secretary DUNS #:  Select the appropriate designa Minority Institutions Disabled Veteran Business Physically Challenged Bus Historically Black Colleges Small Business  SIGNATURE BLOCK 1 certify the above information contained therein, including face	of State? YES NO State Incomplete State Incomplete State? YES NO STATE	Minority Owned Small Business  Veteran Owned Small Business  SBA Cert Hist Underutilized Bus	

### 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

VENDOR#			100 m	•
(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:			200	
Payment Address:		100000000000000000000000000000000000000		
City/Town:	STATE:	ZIP:	COUNT	`RY:
Business Address:			×	
City/Town:	STATE:	ZIP:	COUNT	`RY:
Telephone #:	Cell Phone #	f:	FAX #:	
Contact Person:	Website:	E	E-Mail (Main O	ffice):
TAXPAYER IDENTIFICA	TION NUMBER (TIN)	as used on IRS tax return	1	
Social Security # (SSN): _		_ Fed ID #	(EIN/FIN): _	
PRINCIPAL ACTIVITY				
Service Prov	rider Pro	duct/Merchandise Provid	ler	Other Provider
List the principal type of service	ce, product or other that is p	provided:		
Medical/Healt	th Care Services	Legal Services		1099 Grant Reportable
DESIGNATION (select ON	LY THOSE which apply to	o you/your organization a	as provided to th	e IRS)
Individual/So	ole-Proprietor	Corporation (S)		Government
Single Memi		Corporation (C)		Travel/Intern
LLC (S Corp	poration)	Partnership		Refund/Reimbursement
LLC (P Parti	nership)	Estate or Trust		Tax-Exempt
EXEMPTIONS:		<b>—</b> Exemption	n from FATCA	•
Under penalty of perjury, I declare the	ut the information provided is true			7
NAME & TITLE (print or typ	<u>e</u> ):	· · · · · · · · · · · · · · · · · · ·		
TELEPHONE #:	CELL PHON	NE #:	FAX #:	
		DATE:		
SIGNATURE:	<del></del>	_		

(Phone)

603-271-2201

(FAX)

603-271-2700

http://das.nh.gov/purchasing

STATE HOUSE ANNEX - ROOM 102

25 CAPITOL ST

CONCORD NH 03301

### Contractor named herein. Issuance, payment and acceptance of payment are without PAGE 1 OF 2 PAGES This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Application is made for Payment, as shown below, in connection with the Contract. CONTRACTOR ARCHITECT Distribution to: (Attach explanation if amount certified differs from the amount applied for.) OWNER 20 prejudice to any rights of the Owner or Contractor under this Contract AIA DOCUMENT G702 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT. AMOUNT CERTIFIED .....\$ day of Continuation Sheet, AIA Document G703, is attached. 4. TOTAL COMPLETED & STORED TO DATE ..... 3. CONTRACT SUM TO DATE ..... 9. BALANCE TO FINISH, PLUS RETAINAGE ..... CONTRACT DATE: APPLICATION NO: PROJECT NO: ARCHITECT'S County of: Subscribed and sworn to before me this \_\_\_ Period to: 6. TOTAL EARNED LESS RETAINAGE 1. ORIGINAL CONTRACT SUM ..... 2. Net change by Change Orders ... 8. CURRENT PAYMENT DUE ... a. 10% of Completed Work b. 10% of Stored Material My Commission expires: Total Retainage ... 5. RETAINAGE: Notary Public: ARCHITECT: State of: APPLICATION AND CERTIFICATE FOR PAYMENT best of the Architect's knowledge, information and belief the Work has progressed as Work covered by this Application for Payment has been completed in accordance with the Contract Documents, indicated, the quality of the Work is in accordance with the Contract Documents, and data comprising the above application, the Architect certifies to the Owner that to the In accordance with the Contract Documents, based on on-site observations and the CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were \$0.00 DEDUCTIONS **ARCHITECT'S CERTIFICATE FOR PAYMENT** VIA (ARCHITECT): issued and payments received from the Owner, and that current payment shown herein is now due. PROJECT: the contractor is entitled to payment of the AMOUNT CERTIFIED. Date: **ADDITIONS** CHANGE ORDER SUMMARY Net change by Change Orders Change Orders approved in TOTALS TOTAL previous months by Owner Date Approved Approved this Month CONTRACT FOR: CONTRACTOR TO (OWNER): Number FROM:

A!A DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA - 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

V P

# **CONTINUATION SHEET**

# AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items Contractor's signed Certification is attached.

APPLICATION NUMBER:
APPLICATION DATE:

PAGE 2 OF 2 PAGES

PERIOD TO: ARCHITECTS PROJECT NO:

		RETAINAGE	
	I	BALANCE TO FINISH (C - G)	
CT NO:		% (G÷C)	
ARCHITECTS PROJECT NO:	ŋ	S C	
	L	MATERIALS PRESENTLY STORED (NOT IN D OR E)	
	ш	00	
ıs may apply.	0	WORK COMPLETED FROM PREVIOUS THIS PER APPLICATION (D+E)	
linage for line iten	O	SCHEDULED VALUE	
Use Column I on Contracts where variable retainage for line items may apply.	æ	DESCRIPTION OF WORK	
Use Column	A	NO.	- 2 c 4 c o o c c c t t t t t t t t t t t t t t

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### CONSTRUCTION SPECIFICATIONS

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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 Barn at Lake Tarleton State Park in Piermont, 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 as indicated on the plans.
  - b) Replace deteriorated sheathing.
  - c) Replace the fascia, trim and rake boards if necessary.
  - d) Install ice and watershield where required.
  - e) Install drip edges.
  - f) Install Asphalt Shingle roofing system.
  - g) Provide the following Warranties at the completion of the job:
    - 2 Year Installers Warranty.
    - Provide Asphalt shingle manufacturer's warranty (50 year).
    - 3. Provide Asphalt Shingle manufacturer's wind warranty 130 MPH.
- 1.3 **LOCATION:** The Barn is located off of 849 Lake Tarleton Road Piermont NH 03779. The mandatory pre-bid meeting will be held outside of the Barn.

### 1.4 ACCESS TO SITE:

**General:** 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 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.
- i) Day after Thanksgiving.
- j) 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 <a href="https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html">https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html</a> 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 STATE PARK CENTRAL REGION MANAGER: The contractor shall coordinate in advance with the State Park Central Region Manager Mr. Eric Nelson. Office Phone No. (603) 323-8012 Cell 603-724-4497 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.

### 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 available. The contractor shall provide all labor and materials necessary to provide electrical power and lighting for construction purposes.

### 1.3 **FIRE PROTECTION:**

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

Staging and scaffolding shall be of approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by state and local laws.

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

- 1.7 **TEMPORARY FIELD OFFICE:** Not Applicable
- 1.8 **TOILETS:** The Contractor shall provide portable toilets for their worker's use until the project is completed.
- 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 Greenfield State Park Manager on an asneeded 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.

# 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 deteriorated plywood sheathing.

### 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.

### SECTION 06100 - CARPENTRY PART 1 GENERAL

- 1.1 **DESCRIPTION OF WORK:** Types of work in this section include rough carpentry for:
  - a) Miscellaneous wood framing repairs.
  - b) Patching, repairing, replacing and re-securing rake trim and eave trim, if necessary.

### 1.2 **PRODUCT HANDLING**

- a) Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
- 1.3 **COORDINATION:** Fit carpentry work to other work; scribe and cope as required for accurate fit. Coordinate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

### PART 2 PRODUCTS

- 2.1 **LUMBER STANDARDS:** Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- 2.2 Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise specified.
- 2.3 **PLYWOOD SHEATHING REPLACEMENT:** Replace deteriorated plywood sheathing with 23/32" RTD Plywood Sheathing.
- 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:
  - 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.

### <u>SECTION 07311 - ASPHALT SHINGLES</u> 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**

- 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 D3161Class 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 UHD Dual Shadow Line in "Pewter Gray"
  - ii. Certainteed LANDMARK TL in "Country Gray"
- 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. CertainTeed "Roofers Select"
    - ii. GAF "Shingle-Mate"
- 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 custom .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. "White" finish.
- 2.8 **RIDGE VENT:** Incorporate into the work, Manufacture's premium ridge vent. Acceptable products include but are not limited to the following:
  - 1. GAF
  - 2. CertainTeed
- 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 & watershield 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 NRCA Steep Roofing Manual.
  - 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.

### SECTION 07620 - FLASHING AND SHEET METAL

### **PART 1 GENERAL**

### 1.1 SUMMARY

- a) This section includes the following:
  - 1. Drip Edge

### **PART 2 PRODUCTS**

- 2.1 **DRIP EDGE:** (See section 07311 2.7 DRIP EDGE)
- 2.2 **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.
- 2.3 **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.
- 2.4 **ROOFING CEMENT:** ASTM D 2822, asphaltic or as approved by the Asphalt Shingle Roofing Manufacturer.
- 2.5 **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.
- 2.6 **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

3.3 Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.

END OF SECTION 07620

waterproof performance.

SUBMITTAL SCHEDULE

PROJECT: CAP-2208 ASPHALT SHINGLE ROOF REPLACEMENT AND REPAIRS FOR THE BARN AT LAKE TARLETON STATE PARK 894 LAKE TARLETON RD. PIERMONT, NH 03779

Asphalt Shingles Manufacturers Info  Asphalt Shingles Manufacturers Warranties  Manufacturers Warranties	ITEM No.	ITEM SPEC. No. SECTION	ITEM	SUBMITTAL REQUIRED	REJECTED RE-SUBMIT	REVISE & APPROVED RE-SUBMIT AS NOTED	APPROVED AS NOTED	APPROVED
07311 Asphalt Shingles	-	07311		Manufacturers Info				
	N			Manufacturers Warranties				
	П							
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