The purpose of this REQUEST for Bid is to secure a lump-sum bid for a New Roof on “B” Building at Manchester Community College as described in these documents, drawing and specifications.

**SCOPE OF SERVICES:**  **SUMMARY OF THE WORK: New Roof “B” Building**

This project consists of installation of a new roof on “B” building at Manchester Community College. (Approx. 112 sqs).

Project includes:

* Infill the existing metal roof panels with a 3.25” thick polyisocyanurate insulation.

* Mechanically attach a 1/2” polyisocyanurate HD insulation.

* Install a mechanically attached white 050 mil PVC thermoplastic membrane roof system (Durolast or equal)

* Install a 5” T-edge drip edge.

* Install approx. 40’ feet of 5” DX style gutter with downspouts on the south-east end of the main roof. (Not shown on drawing.) (Existing internal gutter rebuild shown on drawing on low roof is Not in Contract)

* Flash all walls and roof penetrations as per manufacturer’s specifications.

* Flash upper wall with terra cotta red membrane.

* Remove sheet metal, etc. that was retrofitted around rooftop HVAC units and install new roofing and flashing accordingly.

* Tie into the existing metal roof.

The Project will include but not be limited to the Disciplines of: Insulation, Roofing and Flashing.
The Contractor shall, except as otherwise specifically stated in the Contract Documents, provide and pay for all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

ADDITIONAL PROJECT REQUIREMENTS:

- Work shall be done with a minimum amount of disruption to the College activities. This may include off hours work which is to be scheduled in advance with the College administration.
- All workers to have a visible ID badge.
- Remove and legally dispose of all waste generated by the work.
- All equipment and materials are to be submitted for approval prior to ordering.
- Coordinate on site storage of roofing materials and tools with Joshua Murphy, Director of Facilities.

NOTE: Exhibits A through E, contract form P-37 and the RFB form constitute the documents for this bid. Exhibits A, B, and C will be issued with contract.

- Exhibit A details the scope of work described in the RFB.
- Exhibit B details the method of Payment as detailed in the RFB.
- Exhibit C details insurance requirements of the contract. These requirements supersede the requirements listed in the form P-37.
- Exhibit D is the Bid Form included with the RFB.
- Exhibit E is the building roof plan, and roofing specification included the RFB.

SITE VISITATION

A PRE-BID SITE WALK IS NOT MANDATORY. Site visits for interested parties may be scheduled directly with Josh Murphy, Director of Facilities Tel 603-206-8090.

CONTRACT INFORMATION

Technical questions regarding the bid are to be directed to Matt Moore, P.E. Interim Director of Capital Projects, CCSNH, Tel (603) 219-0167, fax (603)-219-0141 or e mail @ccsnh.edu. The bidder list will be posted on the CCSNH website.

- Bidders must show three years experience with installations of a similar complexity and cost and prior experience.
- College reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.
- Required Material Safety Data Sheets (MSDS) for material brought on site by the successful bidder must be available on site at all times.
- All unused material brought on site by the successful bidder must be removed by the bidder.
- All local, state and federal regulations are to be followed. Any fines assessed to Manchester Community College due to the lack of these regulations being followed will be the responsibility of the successful bidder.
• If applicable, vendor is responsible for calling Dig Safe System, Inc., a private locating service. Any fines, damages, etc. assessed to the College due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful bidder.
• Shirts are required to be worn at all times on the work site.
• Smoking is allowed ONLY in designated smoking areas. Individuals who violate this rule will be warned by the college staff. Multiple infractions will result in permanent removal from the site contract work.
• No radios or headsets are allowed.
• Parking for vehicles and equipment must be cleared through the Facilities Maintenance Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.
• The contractor is responsible to provide and maintain temporary sanitary facilities.
• The Contractor who is awarded the contract will need to complete a P-37 contract (sample included) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so. The vendor will also need to supply a current Certificate of Good Standing from the Secretary of State.
• Workers’ compensation requirements as outlined here and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers’ compensation insurance coverage for all of its employees on this site. The Contractor awarded the work is also to submit information as required under RSA 21-I: 81 B. This law requires, among other things, the Contractor to provide timely information on employee and subcontractor identity, including all CFOs and principals on a log for this purpose, and for the College to potentially post this information on a publicly accessible website.
• After the Award of Bid, the Contractor shall submit a list and Contact information of all Subcontractors’, and Key personnel who will be in responsible charge on site at the College.

The College reserves the right to accept or reject any or all of the bids.

VENDOR CERTIFICATIONS
The contractor who is awarded the contract must be a qualified NHDOT roofing contractor on record with NHDOT at the time of the bid. Qualified contractors are published on the NHDOT website.

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION
A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as “Domestic” (in-state) or “foreign” (out-of-state). See the following website to find out more about the requirements and filing fees for both classifications:

://www.state.nh.us/sos/corporate

CONTRACT TERM:
The term of any resulting contract shall end on Friday, May 31, 2013 not including warranty of the installed products.

Manchester Community College shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

PAYMENT AND COMPENSATION:
Payment terms: 95% due within 30 days after satisfactory completion of work invoiced, receipt of the invoice, approval, and acceptance by Manchester Community College or progress payments on a monthly basis. Retainage will be released within 45 days of receipt of all warranty and training and documentation required for proper servicing of the equipment.

**INSURANCE:**
The vendor awarded the contract will need to furnish an insurance certificate as described in Exhibit C.
These requirements supersede those listed in document P-37.

**SUBMISSION OF BIDS:**
Sealed bids will be accepted at MANCHESTER COMMUNITY COLLEGE, 1066 Front Street, Manchester, NH 03102, Attention Sarah Diversi, Chief Financial Officer until 2:00 PM, prevailing time, on Friday, September 14, 2012 for the following project:

**MANCHESTER COMMUNITY COLLEGE**
**“B” BUILDING ROOF**
MANCHESTER, NEW HAMPSHIRE 03102

*Project # MC 11-04*

**END OF SECTION**
BID  MC 11-04

Insurance Requirements
Exhibit “C”

INSURANCE:
The vendor awarded the contract will need to furnish an insurance certificate per the following:

COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE
INSURANCE REQUIRED OF CONTRACTORS

TYPES OF INSURANCE REQUIRED
For the purposes of this document the term Contractor shall include each and every contractor, subcontractor, and sub-subcontractor utilized by the General Contractor to complete the construction project.

Commercial General Liability insurance covers claims for Bodily Injury and Property damage. CCSNH requires GL insurance when:
♦ A contractor will be working at a CCSNH location.
♦ The contractor has third parties on CCSNH’s premises who could be injured or cause injury to others.
♦ Their “completed work” (building; renovations; HVAC; etc.) may fail, causing bodily injury or property damage
♦ The contractor is likely to subcontract part of their work

Automobile Liability Insurance
A Business Auto Liability insurance is required when a Contractor and/or their employees and subcontractors will operate, maintain, load or unload vehicles as part of their contracted work on any campus. As such, any Contractor who drives onto CCSNH’s owned or leased property should be required to provide evidence of a Commercial Automobile Liability insurance.

Umbrella/Excess Liability Insurance
An Umbrella/Excess policy is required when CCSNH is requesting total per occurrence and aggregate limits of liability that are higher than those carried by the Contractor in their “primary” General Liability, Auto Liability or Employer’s Liability (WC) policies – which is always the case. Note: General Liability policies typically provide limits of $1,000,000 per occurrence and $2,000,000 aggregate. Automobile liability policies generally provide a $1,000,000 “combined single” (CSL) limit.

Workers’ Compensation Insurance
CCSNH should request evidence of Workers’ Compensation (including Employers Liability coverage) for EACH AND EVERY Contractor. Evidence of workers’ compensation insurance from subcontractors and sub-subcontractors is the responsibility of General Contractor.

**Property Insurance**

When a new building is being constructed or an existing building is being renovated, coverage for the building material and the structure itself is provided by CCSNH. However, the Contractor, all Subcontractors, and Sub-subcontractors should be aware that this “Builder’s Risk” coverage does not provide coverage for the Contractor’s business personal property – tools, equipment, etc. As such, they need to provide coverage for this exposure themselves.

**Pollution Liability Insurance**

Pollution legal liability insurance may be required if there is a chance that the Contractor may cause a first party or third party liability or property damage claim arising out of the “pollution” of any land, water or buildings by any type of “hazardous waste” material through their own actions or actions of another acting on their behalf.

**Professional/Errors & Omissions Liability Insurance**

Professional or E&O insurance is required of all Architects and Engineers who provide the design and engineering for buildings and other structures.

**LIMITS OF INSURANCE REQUIRED**

The following insurance requirements are to be used as a guide for CCSNH’s contracts with Contractors/Sub-Contractors. The insurance requirements and indemnification language that are ultimately incorporated into the contracts should be tailored to the operations and exposures with respect to the construction being performed in order to protect the interests of CCSNH and its Affiliated Entities.

**Commercial General Liability:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial General Liability insurance with the following minimum limits of liability:

- $1,000,000. per occurrence  Limit for bodily injury/property damage
- $1,000,000  per occurrence  Personal and advertising injury
- $2,000,000  aggregate  Products/completed operations
- $2,000,000  aggregate  Policy aggregate
- $5,000  per person  Medical expense

These limits shall be provided per project/per job.
**Automobile Liability Insurance:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial Automobile Liability insurance for all owned, non-owned, and hired vehicles/trucks. The minimum limit of liability shall be $1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.

**Workers’ Compensation Insurance:** Contractor agrees to maintain in full force and effect Workers’ Compensation insurance which provides statutory coverage for Workers’ Compensation claims and Employers’ Liability insurance subject to minimum limits of:

- $500,000 each accident Bodily injury by accident
- $500,000 each employee Bodily injury by disease
- $500,000 policy limit Bodily injury by disease

or the minimum limits required by Contractor’s Umbrella insurer.

**Umbrella Liability Insurance:** Contractor agrees to maintain in full force and effect Umbrella Liability insurance which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella/Excess policy will provide minimum limits of liability of $5,000,000 per occurrence and aggregate - and the aggregate limit should be provided on a “per project or job” or location basis.

**Professional Liability Insurance:** Architect/Engineer agrees to maintain in full force during the term of this contract and for a period of one (1) year after the completion of this project, Architects and Engineers Professional Liability (Errors and Omissions) insurance subject to a minimum per occurrence and aggregate limit of $3,000,000. Note: The scope of coverage and limit provided by the policy shall encompass the Architect/Engineers obligations as defined in the project agreement.

**Personal Property Insurance:** Contractor is responsible for the purchase and maintenance of “property” insurance on a “replacement cost basis” to cover all of “property” (tools, equipment, materials, etc.) owned by the Contractor. Note: The contract should indicate that the property will “be the sole responsibility and risk of Contractor” and that “CCSNH shall not be liable for any loss, damage, or theft to such property.”

**Other Insurance:** CCSNH reserves the right to require the Contractor to maintain additional insurance coverage as deemed necessary by the nature of the contract and from time to time during the contract period.

**OTHER INSURANCE ISSUES AND REQUIREMENTS:**

**General Requirements**

Contractor is required to maintain, during the life of this contract with CCSNH, insurance that will adequately protect CCSNH and the Contractor against the exposures inherent to the contract and construction project. The insurance policies provided by Contractor must be underwritten by an insurance company that is financially sound and adequately rated (“A-” or higher) by one or more of the leading financial rating services including AM Best, Moody’s and/or Standard & Poors. The insurance companies utilized by the Contractor must be licensed to do business in the
State of New Hampshire. If such insurance is provided by “self-insurance” or a Captive insurance company, adequate financial data should be provided to assure CCSNH of the Contractor’s ability to fund all deductibles, retentions and claims that occur.

**Additional Insureds:** The required Commercial General Liability Automobile Liability and Excess/Umbrella Liability coverage shall name CCSNH, its affiliates, subsidiaries, trustees, officers, employees and agents as additional insureds.

**Certificates of Insurance (COI)**

CCSNH requires the Contractor furnish Certificates of Insurance (COI) for the required coverage and limits to CCSNH before commencing work and 30 days prior to each renewal date of the required insurance policies. Such certificates shall state that, in the event of cancellation, material change in coverage or non-renewal, the Contractor will notify CCSNH at least thirty (30) days in advance via formal, written documentation.

**Cancellation/Non-Renewal**

In the event that any of the insurance policies purchased by the Contractor to satisfy the requirements in the contract are cancelled by the insurer, non-renewed by the Contractor or are changed materially (coverage, limits, etc.), CCSNH must be notified at least 60 days in advance of such an event. If the Contractor does not provide such notice, CCSNH has the right to procure the specified insurance coverage and charge the premiums back to the Contractor.

**Occurrence/Claims Made Forms**

CCSNH prefers that all Liability policies purchased by the Contractor to satisfy the requirements in the contract are written on an "occurrence" basis. However, if any liability policy must be written on a "claims made" basis, the Contractor must maintain such insurance for a minimum of one (1) year after the termination of the contract or provide "tail coverage" if the policy is cancelled or non-renewed with a retroactive date that precedes the inception of the contract - or "prior acts" coverage without any time limitation.

END OF SECTION
Exhibit D

PROPOSAL FORM – LUMP SUM GRAND TOTAL BID

MANCHESTER COMMUNITY COLLEGE

“B” BUILDING ROOF
PROJECT #MC 11-04

MANCHESTER, NEW HAMPSHIRE

1066 FRONT STREET, 03102
AUGUST 22, 2012

NAME OF BIDDING CONTRACTOR

LUMP SUM GRAND TOTAL

THE COLLEGE SYSTEM RESERVES THE RIGHT TO AWARD ANY OR ALL ITEMS.
PROPOSAL FORM

Proposal of:  
Address:  

To furnish all materials and to do and perform work in accordance with the plans and specifications, on which proposals shall be submitted in a sealed envelope marked: Proposal for MANCHESTER COMMUNITY COLLEGE “B” BUILDING ROOF, and delivered to Manchester Community College, 1066 Front Street, Manchester, NH 03102, Attention Sarah Diversi, Chief Financial Officer until 2:00 PM, prevailing time, on Friday, September 14, 2012 for the following project:

MANCHESTER COMMUNITY COLLEGE
“B” BUILDING ROOF

1066 FRONT STREET
MANCHESTER, NH 03102

Delivery of Proposal: Proposal shall be placed in sealed envelope plainly marked to indicate its contents and addressed to the College at the address shown on the Invitation to Bids. Sealed Proposals shall be received and deposited in the Bid Box at the president’s office and deposited as specified. Proposals delivered to the College by alternate means are submitted at the sole risk of the Bidder. The College will not accept responsibility for any reason if the Proposal is not deposited in the Bid Box by the specified time and date. Proposals received after the time for opening of bids will be returned to the bidder unopened.

CFO, Sarah Diversi  
Manchester Community College  
1066 Front St  
Manchester, New Hampshire, 03102

Dear Ms. Diversi:

In accordance with the advertisement of the College inviting proposals for the project herein before named, and in conformity with the plans and specifications on file in the offices of the College, I/WE hereby certify that I AM/WE ARE the only person or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm or corporation, that an examination has been made of the plans and specifications and of the site of the work, and proposed to furnish all necessary machinery, equipment, tools and labor, and to furnish all materials specified in the manner and at the time prescribed at the following prices:
**ITEMS AND UNITS TABLE**

Rules of Prices Note: This Proposal shall be filled in by the Bidder, with the Prices written in both words and numerals, and the extensions will be made by him in the spaces provided. All bidders are to include ALL items. Grand total is too include all the scope for all the projects.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES AND UNIT TYPE</th>
<th>ITEMS AND UNITS PRICES BID</th>
<th>COST PER UNIT DOLLARS CENTS (numerical)</th>
<th>ITEM SUBTOTAL DOLLARS CENTS (numerical)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 EACH</td>
<td>ITEM #1- ALL WORK DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS AND CONTRACT DOCUMENTS TO REROOF BUILDING “B” AT THE MANCHESTER COMMUNITY COLLEGE (COST PER EACH WRITTEN)</td>
<td>.</td>
<td>$ . 1 PER EACH</td>
</tr>
<tr>
<td>2</td>
<td>1 EACH</td>
<td>ITEM #2 - ALLOWANCE FOR UNFORESEEN CONDITIONS (COST PER EACH WRITTEN)</td>
<td>.</td>
<td>$15,000.00 1 PER EACH</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>APPROXIMATE QUANTITIES AND UNIT TYPE</td>
<td>ITEMS AND UNITS PRICES BID</td>
<td>COST PER UNIT DOLLARS CENTS (numerical)</td>
<td>ITEM SUBTOTAL DOLLARS CENTS (numerical)</td>
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<td>3</td>
<td>1 EACH</td>
<td>ITEM #3 ALTERNATE ADD TO THE LOW ROOF ONLY A FULLY ADHERED SYSTEM WITH AN 060 MEMBRANE AND VINYL RIBS (COST PER EACH WRITTEN)</td>
<td>. 1 PER EACH</td>
<td>$ .</td>
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</tbody>
</table>

THE LUMP SUM GRAND TOTAL FOR THIS PROJECT IS: (SUM OF ITEM SUBTOTALS OF ITEMS #1 and #2. In numbers: [ ].

LUMP SUM GRAND TOTAL IN WORDS:

LUMP SUM GRAND TOTAL MUST ALSO BE ENTERED ON THE COVER PAGE OF THE PROPOSAL.

The award of contract shall be made to the lowest responsible bidder on the basis of the Lump Sum Grand Total.

The Chancellor reserves the right to waive any and all informalities in the best interests of the College.

It is further proposed:

To execute the form of contract and to complete the project on or before May 31, 2013 and in accordance with agreed to extensions based on weather conditions.

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award 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 Chancellor.

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

Enclosed, herewith, find cashier’s check, certified check, or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the “Manchester Community College as a component of Community College System of New Hampshire”, as a proposal guaranty, which it is understood, will be
forfeited in the event the form of contract is not executed, if awarded to the undersigned.

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

Addendum No. dated __________________________________________
IF A PARTNERSHIP

Signature of Bidder: ________________________________________________________________

________________________
(printed name and title)

Partnership Name &
Address

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Names and Addresses of Members of the Partnership:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
IF AN LLC

Signature of Bidder: ____________________________________________

_______________________________________________________________

(printed name and title)

LLC Name & Address:

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

Names and Addresses of Members and Managers:

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________
IF A CORPORATION

Signature of Bidder: ____________________________________________

Corporation Name & Address: _______________________________________ (printed name and title)

________________________________________________________________

Incorporated under the laws of the State of ________________________________________________________________________

Bidder shall provide a Certificate of Good Standing or Registration from the NH Secretary of State’s Office indicating that the Bidder is authorized to conduct business in New Hampshire.

Names and Addresses of Corporate Officers: [A bid by a person who affixes to his/her signature, the word "President," "Secretary," "Agent" or other designation, without disclosing whom he/she is representing if other than the contracting entity noted above, may be held to the bid of the individual signing.]

President

Name: __________________________________________________________

Address: ________________________________________________________

Secretary

Name: __________________________________________________________

Address: ________________________________________________________

(Enter Designation of another Corporate Officer below, such as Vice President or Agent …..)

Name: __________________________________________________________

Address: ________________________________________________________
IF A PROPRIETORSHIP

Signature of Bidder:

__________________________________________________________

(printed name and title)

Proprietorship Name & Address:

__________________________________________________________

__________________________________________________________

If Applicable, a D/B/A or Trade Name:

__________________________________________________________

If Applicable, Certificate from Secretary of State’s Office to be attached.

END OF DOCUMENT
Exhibit E
POLYVINYL-CHLORIDE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. PVC thermoplastic membrane, attached with mechanical fasteners.
B. Polyisocyanurate “ISO”, high density “HD” Board, attached with mechanical fasteners.
C. Polyisocyanurate “ISO” beveled flute filler, loosely laid.
D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
F. Traffic Protection.

1.2 RELATED SECTIONS

A. Provide work and materials in accordance with Manufacturer's requirements.

1.3 REFERENCES


1.4 SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Physical Properties

1. Roof product must meet the requirements of type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
3. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
4. Elongation at Break: ≥ 31% (MD) and ≥ 31% (XMD) in accordance with ASTM D 751, Grab Method.
5. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking,
chipping or crazing. (In accordance with ASTM D 4434).

6. Factory Seam Strength: $\geq 417$ lbf. in accordance with ASTM D 751, Grab Method.

7. Tearing Strength: $\geq 132$ lbf. (MD) and 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.

8. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.

9. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.

10. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.

11. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.

12. Static Puncture Resistance: $\geq 56$ lbs. in accordance with ASTM D 5602.


D. Cool Roof Rating Council (CRRC) Listing.

1. Membrane must be listed on CRRC website.
   a. Initial Thermal Emittance: $\geq 88$
   b. Initial Solar Reflectance: $\geq 87$
   c. Initial Solar Reflective Index (SRI): $\geq 111$
   d. 3-Year Aged Solar Reflectance: $\geq 68$
   e. 3-Year Aged Thermal Emittance: $\geq 84$
   f. 3-Year Aged Solar Reflective Index (SRI): $\geq 82$

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Manufacturer data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.
   4. Maintenance requirements.

C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

D. Verification Samples: For each finish product specified, two samples, representing actual product, color, and finish.
   1. 4 inch by 6 inch (102 by 150 mm) sample of roofing membrane, of color specified.
   2. Sample of roofing membrane with factory weld and T-shaped lap.
   3. 4 inch by 6 inch (102 mm by 150 mm) sample of walkway pad.
   4. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
   5. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

E. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

G. Manufacturer's warranties.
1.6 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.
B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.7 REGULATORY REQUIREMENTS

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
   1. Exterior Fire-Test Exposure:
      a. Class A; ASTM E 108, for application and roof slopes indicated.
   2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
   3. Conform to applicable code for roof assembly fire hazard requirements.
C. Wind Uplift:
   1. Roofing System Design: Provide a PVC membrane roofing system designed to resist uplift pressures calculated according to the most recent edition of the ASCE-7 Specification Minimum Design Loads for Buildings And Other Structures.
D. Thermal Resistance: Provide overall thermal resistance for roofing system as follows
   1. Minimum Thickness: 3.25 inches.
   2. Installed using a minimum of two layers.
   3. Configuration as indicated on the Drawings.

1.8 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.
B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
   1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
   2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
E. Handle and store roof materials and place equipment in a manner to avoid permanent deflection of deck.

1.10 PROJECT CONDITIONS

A. Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's specification.
B. Do not apply roofing membrane during inclement weather, or to damp or frozen deck surface or when precipitation is anticipated.
C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed in the same day.

1.11 WARRANTY

A. Contractor Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
B. Roofing Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
1. Warranty Period: 15 years from date issued by the manufacturer.
2. No exclusions for incidental or consequential damages.
3. No exclusion for damage caused by ponding water.
4. No exclusion for damage caused by biological growth.
5. Issued direct from and serviced by the roof membrane manufacturer.
6. Transferable for the full term of the warranty.
7. No additional charge for the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Manufacturer should have a track record for this kind of system for over 25 years with essentially the same membrane and flashing technology during that period.

B. Roofing Manufacturer must be the actual manufacturer of the roof membrane and flashings. All other roofing system components must be manufactured, provided or approved by roofing Manufacturer.

C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

A. Roofing Membrane: Manufacturer’s specially formulated roofing membrane conforming to ASTM D 4434, Type III, fabric reinforced, PVC. Membrane properties as follows:

1. Thickness:
   a. 50 mil, nominal. Minimum 27 mils of polymer above reinforcement layer. Same membrane formulation above and below the reinforcement layer
   b. 60-mil, nominal – for alternate bid on lower roof only. Minimum 27 mils of polymer above reinforcement layer. Same membrane formulation above and below the reinforcement layer.

2. Exposed Face Color:
   a. white.

B. Accessory Materials: Provide accessory materials supplied by or approved for use by roofing Manufacturer.

1. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, and reinforcement as PVC sheet membrane.

   a. Manufacturer’s Parapet Flashings.
   b. Manufacturer’s Stack Flashings.
   c. Manufacturer’s Curb Flashings.
   d. Manufacturer’s Inside and Outside Corners.

3. Sealants and Adhesives: Compatible with roofing system and supplied by Manufacturer Roofing, Inc.
   a. Manufacturer’s SB IV Adhesive (solvent-based).
   b. Manufacturer’s WB II Adhesive (water-based)
   c. Manufacturer’s sealant.
   d. Manufacturer Strip Mastic.

4. High Density, polyisocyanurate cover board: Compatible with roofing system and supplied by roofing Manufacturer

5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting
corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Manufacturer Roofing, Inc.

a. Manufacturer’s #14 Heavy Duty Fasteners.
b. Manufacturer’s #15 Extra Heavy Duty Fasteners.
c. Manufacturer’s Cleat Plates.
d. Manufacturer’s 3 inch Metal Plates.

6. Insulation adhesive (Alternate vinyl rib system for lower roof)
   a. Approved and supplied by manufacturer of roofing system for adhering high density polyisocyanurate cover board to polyisocyanurate insulation.

7. Termination and Edge Details: Supplied by roofing Manufacturer
   a. Manufacturer’s Termination Bar.
   b. Manufacturer’s T-Edge drip edge – combination of 70% polyvinylidene fluoride (PVDF) finished, 24 gauge metal and PVC clad metal.

8. Vinyl Coated Metal: Supplied by roofing Manufacturer. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Manufacturer’s membrane laminated to one side.

9. Two-Way Roof Vents: Supplied by roofing Manufacturer. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.

10. 5” DX Style Gutter and 4 downspouts (lower roof), comprised of 24 gauge, 70% polyvinylidene fluoride (PVDF) finished metal, manufactured by roofing system manufacturer

11. Decorative vinyl ribs -- for lower roof alternate bid only. Spaced evenly at maximum 21” between ribs and heat welded to roof membrane to simulate standing seam roof.

C. Walkways:
   1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
      a. Roof Manufacturer’s Walkway Pad made from that manufacturer’s recycled roof membrane.

2.3 ROOF INSULATION

A. General:
   1. Provide preformed roof insulation boards that comply with requirements and referenced standards, as selected from manufacturer's standard sizes.
   2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

B. Polyisocyanurate Board Insulation: Complying with ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces. Material must be supplied by roofing Manufacturer and covered under same warranty.
   1. Minimum 20 psi polyisocyanurate
   2. Beveled and sized to fit tightly between the ribs of the standing seam metal roof.

C. Polyisocyanurate, high density cover board – ½” thickness

2.4 ROOF INSULATION ACCESSORIES
A. General: Provide roof insulation accessories approved by the roof membrane manufacturer and as recommended by insulation manufacturer for the intended use.

B. Fasteners: Provide Manufacturer's factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation and/or insulation cover boards in conformance to specified design requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that the surfaces and site conditions are ready to receive work.
B. Verify that the deck is supported and secured.
C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
E. Verify that all roof openings or penetrations through the roof are solidly set.
F. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
F. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
   1. Determine required fastener type, length, and spacing.
   2. Verify that moisture content of existing roofing is within acceptable limits.
   3. Identify damaged areas requiring repair before installation of new roofing.
   4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

3.3 INSTALLATION

A. Install roofing system in accordance with Manufacturer's installation instructions.
B. Insulation: Beveled polyisocyanurate insulation cut to fit tightly between ribs of existing roof
   1. Install insulation in accordance with the Manufacturer's requirements.
   2. Insulation shall be adequately supported to sustain normal foot traffic without damage.
   3. Where field trimmed, insulation shall be fitted tightly around roof protrusions and terminations.
   4. Tapered insulation boards shall be installed in accordance with the insulation manufacture's shop drawings.
   5. No more insulation shall be applied than can be covered with the roof membrane by the end of the day or the onset of inclement weather.
   6. If more than one layer of insulation is used, all joints between subsequent layers shall be offset by at least 6 inches.
7. Loosely lay beveled insulation boards between ribs of existing standing seam roof (unless
the decorative rib alternative system is chosen for the lower roof.) Top of board shall be
level with top of rib. In case of high winds, fasten periodically to hold in place until cover
board can be installed. If the decorative rib system alternate is chosen for the lower roof,
the beveled flute filler shall be fully mechanically fastened to meet manufacturer’s
specifications, in the lower roof area only, prior to adhering the cover board.

8. Install wood nailers between steel ribs at roof eaves to properly anchor drip edge and
cleat. Install minimum 3” wide, ½” thick “overlay” wood nailer at eaves to match height
of HD cover board.

C. Insulation Cover Board: High density, polyisocyanurate “HD” board
   1. Use only fasteners, stress plates and fastening patterns accepted for use by Manufacturer
      using fastening patterns that meets applicable design requirements.
      a. Install fasteners in accordance with Manufacturer's requirements. Fasteners that are
         improperly installed shall be removed or corrected.
      b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards
         butted together with no gaps greater than ¼ inch (6.3 mm).
   2. If alternative decorative rib system for the lower roof is chosen, the polyisocyanurate HD
      board shall be fully adhered with low-rise foam insulation adhesive or equivalent to the
      polyisocyanurate flute filler insulation that has been fully mechanically fastened.

D. Roof Membrane: 50 mil, PVC thermoplastic membrane
   1. Install in accordance with Manufacturer's requirements. Membrane must be minimum
      75% custom prefabricated to minimize jobsite seaming
   2. Use only fasteners, stress plates and fastening patterns accepted for use by Manufacturer
      using fastening patterns that meets applicable design requirements.
      a. Install fasteners in accordance with Manufacturer's requirements. Fasteners that are
         improperly installed shall be removed or corrected.
   3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening
      patterns that in accordance with Manufacturer's requirements.
   4. Cut membrane to fit neatly around all penetrations and roof projections.
   5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

E. Roof Membrane: 60 mil, PVC thermoplastic membrane for lower roof alternate bid only.
   1. Install in accordance with Manufacturer's requirements. Non-prefabricated roll goods
      acceptable for
      lower roof alternate.
   2. Use only adhesives provided by Manufacturer and approved for the design requirements
      of structure.
   3. Adhere membrane directly to cover board according to Manufacturer’s specifications
   4. Cut membrane to fit neatly around all penetrations and roof projections.
   5. Properly seal membrane at roof edges
   6. Position adjacent membrane rolls/panels, with a minimum 3 inch overlap.

E. Seaming:
   1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches (38
      mm).
2. Check welded seams for continuity and integrity by the end of each work day. Repair all imperfections.

F. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with Manufacturer's requirements.
   1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
   2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

G. Flashings: Complete all flashings and terminations as indicated on the Drawings and in accordance with Manufacturer's requirements.
   1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
      a. Do not apply flashing over existing thru-wall flashings or weep holes.
      b. Secure flashing on a vertical surfaces before the seam between the flashing and the main roof sheet is completed.
      c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
      d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
      f. Where building B abuts an adjacent higher roof, sheath full height of presently “sided” wall with ¼” DensDeck or equivalent. Then fully adhere terra cotta 50 – mil, reinforced flashing membrane as manufactured by roof system Manufacturer. Terminate with integrated 70% polyvinylidiene fluoride (PVDF) finished vertical edge treatments.
   2. Penetrations:
      a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with Manufacturer's requirements.
      b. In all cases of cylindrical or rectangular penetrations, utilize custom prefabricated flashings manufactured and supplied by roof system Manufacturer and made of reinforced membrane, identical in chemical formulation to the roof membrane.
      c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
   3. Pipe Clusters and Unusual Shapes:
      a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and pourable sealer supplied by Manufacturer.
      b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with pourable sealer in accordance with Manufacturer's requirements.
      c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

H. Roof Drains:
1. Coordinate installation of roof drains and vents specified in Section 15146 - Plumbing Specialties.
2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

I. Edge Details:
   1. Provide edge details as indicated on the Drawings. Install in accordance with Manufacturer's requirements.
   2. Seal joints between individual sections in accordance with Manufacturer's requirements.
   3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
   4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

J. Walkways: Install walkways in accordance with Manufacturer's requirements.
   1. Provide walkways where indicated on the Drawings.
   2. Install at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
   3. Do not install walkways over flashings or fields seams until field inspections by Manufacturer have been completed.

K. Water cut-offs: Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
   1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
   2. Remove water cut-offs prior to the resumption of work.
   3. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
   4. Any membrane contaminated by the cut-off material shall be cleaned or removed.

L. Vinyl ribs: Lower roof alternate only. Weld ribs with hot air machinery to the 60 mil roof membrane to simulate a standing seam metal roof. Position the ribs parallel with the slope (up and down hill) to cover all continuous factory and field seams formed between membrane rolls/panels. Install two more parallel ribs between these seam ribs so that they are all evenly spaced a maximum 21 inches on center.

   Aesthetics are very critical in the rib application – care must be taken by installer to insure even spacing or ribs and smooth, clean layout of roof membrane.

3.4 FIELD QUALITY CONTROL

   A. Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. Every contractor-made field seam must be hand probed for proper weld. All application errors shall be addressed and final punch list completed.
   
   B. If alternate vinyl rib system is selected for lower roof area, all membrane seams shall be hand probed as in “A” above prior to installation of vinyl ribs.

3.5 PROTECTION
A. Protect installed roofing products from construction operations until completion of project.
B. Where traffic must continue over completed roofing membrane, protect from damage using
durable materials that are not incompatible with membrane.
C. Repair or replace damaged products before Substantial Completion.

END OF SECTION
SUBJECT: Manchester Community College – Building “B” New Roof

AGREEMENT
The Community College System of NH and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

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<tbody>
<tr>
<td>1. IDENTIFICATION</td>
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<tr>
<td>1.1 Entity of CCSNH</td>
<td>1.2 Entity of CCSNH Address</td>
</tr>
<tr>
<td>Manchester Community College</td>
<td>1066 Front St. Manchester, NH</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone</td>
<td>1.6 Account Number</td>
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<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
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<tr>
<td>1.9 Contracting Officer for Entity of CCSNH</td>
<td>1.10 Entity of CCSNH Phone Number</td>
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<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
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<tr>
<td>1.13 Acknowledgement: State of , County of</td>
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<tr>
<td>On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</td>
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<tr>
<td>1.13.1 Signature of Notary Public or Justice of the Peace</td>
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<tr>
<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
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<tr>
<td>1.14 Entity of CCSNH Signature</td>
<td>1.15 Name and Title of Signatory for Entity of CCSNH</td>
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The Community College System of NH, acting through the College identified in block 1.1 (“Entity”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.  
3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until the date the President or his/her designee approve this Agreement (“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 Community College System of NH 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. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.  
4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
4.2 The payment by the Community College System of NH 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 Community College System of NH shall have no liability to the Contractor other than the contract price.  
4.3 The Community College System of NH 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.  
4.4 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.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.  
5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
5.2 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.  
5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.  
6.1 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.  
6.2 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 Community College System of NH employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the Community College System of NH’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the Community College System of NH.

7. EVENT OF DEFAULT/REMEDIES.  
7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):  
7.1.1 failure to perform the Services satisfactorily or on schedule;  
7.1.2 failure to submit any report required hereunder;  
and/or  
7.1.3 failure to perform any other covenant, term or condition of this Agreement.
7.2 Upon the occurrence of any Event of Default, the Community College System of NH may take any one, or more, or all, of the following actions:
7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
7.2.2 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 Community College System of NH determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
7.2.3 set off against any other obligations the Community College System of NH may owe to the Contractor any damages the Community College System of NH suffers by reason of any Event of Default; and/or
7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION
8.1 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.
8.2 All data and any property which has been received from the Community College System of NH or purchased with funds provided for that purpose under this Agreement, shall be the property of the Community College System of NH, and shall be returned to the Community College System of NH upon demand or upon termination of this Agreement for any reason.
8.3 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 Community College System of NH.

9. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

10. CONTRACTOR’S RELATION TO THE COMMUNITY COLLEGE SYSTEM OF NH. 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 Community College System of NH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Community College System of NH or receive any benefits, workers’ compensation or other emoluments provided by the Community College System of NH to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Community College System of NH. None of the Services shall be subcontracted by the Contractor without the prior written consent of the Community College System of NH.

12. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the Community College System of NH, its officers and employees, from and against any and all losses suffered by the Community College System of NH, its officers and employees, and any and all claims, liabilities or penalties asserted against the Community College System of NH, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Community College System of NH, which immunity is hereby reserved to the Community College System of NH. This covenant in paragraph 13 shall survive the termination of this Agreement.

13. INSURANCE.
13.1 The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:
13.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
13.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
13.2 The policies described in subparagraph 13.1 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.
13.3 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS’ COMPENSATION.
14.1 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”).
14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of the Services under this Agreement.

15. WAIVER OF BREACH. No failure by the Community College System of NH 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 Community College System of NH to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

18. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19. 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.

20. 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.

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

22. 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.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.