

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

ADMINISTRATION AREA PARKING LOT LINE STRIPING
PAWTUCKAWAY STATE PARK
NOTTINGHAM NH

SPECIFICATIONS

PROJECT # PR-2102



January 12, 2021

**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

**ADMINISTRATION AREA PARKING LOT LINE STRIPING
PAWTUCKAWAY STATE PARK
NOTTINGHAM, NH**

PROJECT # PR-2102

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

NOTICE TO BIDDERS

Project: #PR-2102 **ADMINISTRATION AREA PARKING LOT LINE STRIPING
PAWTUCKAWAY STATE PARK, NOTTINGHAM, NH**

Bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday February 11, 2021. 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. Proposals may be e-mailed to Edward.V.Mussey@dnrc.nh.gov

Specifications will be available to interested contractors at the Planning and Development Office on January 13, 2021. 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 <https://das.nh.gov/purchasing/vendorresources.aspx>
- 7.) New Hampshire State Parks Website <https://www.nhstateparks.org/news-events/improving-state-parks/rfps-projects>

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

Bid proposals should be made out only on the form attached to the specifications. These forms are also available from the Operations, Planning, & Development office. Bid Proposals should be submitted in a sealed envelope marked: Bid Proposal: Parking Lot Striping Pawtuckaway State Park Project No. PR-2102. Bid Proposals may also be submitted electronically by e-mail to Edward.V.Mussey@dnrc.nh.gov

Edward Mussey
Public Works Project Manager I

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: #PR-2102 **ADMINISTRATION AREA PARKING LOT LINE STRIPING
PAWTUCKAWAY STATE PARK, NOTTINGHAM, NH**

DATE BID OPENING: February 11, 2021 at 2:00 p.m.

START DATE: April 26, 2021

COMPLETION DATE: No later than May 14, 2021

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on February 11, 2021. Bids should be MAILED TO: Attn: Edward Mussey Public Works Project Manager | Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301 Please note on the outside of the envelope "Bid Proposal" Project No. PR-2102. Bid Proposals may also be submitted electronically by e-mail to Edward.V.Mussey@dncr.nh.gov

DATE: _____

PROPOSAL OF: _____

GRAND TOTAL / LUMP SUM BASE BID: _____

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

PROPOSAL

Proposal of...

(name)

(address)

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

Project #PR-2102 Administration Area Parking Lot Line Striping Pawtuckaway State Park, Nottingham NH.

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

Commissioner:

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

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

It is further proposed:

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

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

The undersigned acknowledges receipt of the following addenda, if any, 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 # PR-2102

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK:

| Category | Quantity | Cost Each | Totals |
|--|----------|-----------|---------|
| General Conditions | 1 | | |
| Painted Pavement Markings | 3182 LF | | |
| 5' x 5' ADA Blue Background | 4 | | |
| Reserved Parking ADA Sign with post | 2 | | |
| Reserved Van Accessible ADA Parking Sign with post | 2 | | |
| Motorcycle Parking Only Sign with post | 1 | | |
| Reserved Parking Sign with Post | 1 | | |
| Allowance #1 | 1 | \$1,000 | \$1,000 |
| Total Lump Sum | | | |

ALLOWANCES

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

Include in the Contract, a stipulated sum/price of \$1,000 for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

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

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

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

SIGNATURE PAGE

Company Name _____

Address _____

Phone _____

Fax _____

E-mail Address _____

Signature of Authorized Bidder _____

Print _____

Title _____

Address of Bidder _____
(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

| | | | |
|---|--------------------|---|----------------------|
| 1.1 State Agency Name | | 1.2 State Agency Address | |
| 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 State Agency | | 1.10 State Agency Telephone Number | |
| 1.11 Contractor Signature Date: | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 State Agency Signature Date: | | 1.14 Name and Title of State Agency Signatory | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____ | | | |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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.

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

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.

GENERAL CONDITIONS

GENERAL

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

This project consists of painting Parking Lot Line Striping, pavement markings and parking signage at Pawtuckaway State Park in Nottingham, NH as indicated on the attached plans and these specifications.

BIDDING REQUIREMENTS

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

CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site 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

RIGHT TO WORK IN N.H.

All bidders must be registered and have a certificate of existence from the 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 Parking Lot Line Striping 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 Line Striping or Space Numbering 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 and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner may decide.

STARTING DATE

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

WORKSITE ACCOUNTABILITY

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

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

PROTECTION OF EXISTING PROPERTY

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

CODES

All work performed shall meet the provisions, if applicable, of the 2000 IBC, and any local codes that may apply.

WORKMANSHIP

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

CLEAN-UP

All debris from the project shall be cleaned up daily and removed from the site at least on a daily basis.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

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

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

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

| <u>ORIGINAL CONTRACT AMOUNT</u> | | <u>AMOUNT OF LIQUIDATED DAMAGES</u> |
|---------------------------------|-------------------|-------------------------------------|
| | | <u>PER WORKING DAY</u> |
| From more than: | to and including: | |
| 0. | 25,000. | \$ 200.00 |
| 25,000. | 50,000. | \$ 300.00 |
| 50,000. | 100,000. | \$ 400.00 |
| 100,000. | 500,000. | \$ 500.00 |

SUBSTANTIAL COMPLETION & FINAL INSPECTION

When the work is substantially complete, the Contractor shall submit to the Project Manager, a list of items of work to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Project Manager which determines that the work is substantially complete, a Certificate of Substantial Completion shall establish the date of substantial completion and state the responsibilities for any damage to the work and insurance, and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract documents shall commence on the date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

If the Contractor fails to proceed to complete the items on the "punch list", then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Commissioner may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies used.

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

Final inspection will be made by the Project Manager. Incomplete items necessary to complete the project shall be done prior to final payment. The completion date for this project is May 14, 2021.

GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for two years from the date of substantial completion of the work.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Project Manager, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
 - 1) Place in satisfactory condition in every particular, all of such guaranteed work, correct all defects therein, and...
 - 2) Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Project Manager, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, and...
 - 3) Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- c) In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his Surety shall be liable for all expense incurred.
- e) All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

PROSECUTION OF WORK

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

CHANGES IN THE WORK

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and completion date of this contract and within the general scope thereof.

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

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

INSURANCE REQUIREMENTS

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

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

Following is the summary of minimum insurance requirements:

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

7. Builder's Risk Insurance (Fire and Extended Coverage): Not Applicable for this Contract

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

Voted: That _____ (may list more than one person) is duly
 (Name and Title)
 authorized to enter into contracts or agreements on behalf of _____
 (Name of Corporation)

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

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

DATED: _____

ATTEST: _____
 (Name & Title)

STATE OF _____
 COUNTY OF _____

On the ____ day of _____, before me _____,
 the undersigned officer personally appeared _____, known to me
 or satisfactorily proven to be the person whose name is subscribed to the within instrument and
 acknowledged that he/she executed the same for purposes therein contained. In witness whereof,
 I hereunto set me hand and official seal:

 Justice of the Peace / Notary Public

My Commission Expires:

Corporate Bylaws

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

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

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

DATED: _____

ATTEST: _____
(Name & Title)

STATE OF _____
COUNTY OF _____

On the ____ day of _____, before me _____ the undersigned officer personally
appeared _____, known to me or satisfactorily proven to be the person whose name is
subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein
contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

Limited Partnership or LLC Certificate of Authority

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

I certify that _____ is authorized to bind the partnership or LLC. I
(P-37 Signatory)*

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

DATE: _____

ATTEST: _____
(Name)

(Title)

STATE OF _____
COUNTY OF _____

On the ____ day of _____, before me _____, the undersigned officer
personally appeared _____, known to me or satisfactorily proven to be the person
whose name is subscribed to the within instrument and acknowledged that he/she executed the same for
purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

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

Partnership Certification of Authority

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

I certify I am authorized to bind the partnership.

I hereby certify that it is understood that the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and they have full authority to bind the partnership and the authority has not expired or been revoked. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title)

STATE OF _____
COUNTY OF _____

On the ____ day of _____, before me _____, the undersigned officer personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

Sole Proprietor Certification of Authority

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

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

DATED: _____

ATTEST: _____
(Name & Title)

STATE OF _____
COUNTY OF _____

On the ____ day of _____, before me _____, the undersigned officer personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

Corporate Resolution

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

Voted: That _____ is duly
(Name and Title)
authorized to enter into contracts on behalf of _____ a limited
(Name of Corporation)
partnership with the _____, State of New Hampshire
(Name of State Agency)
and further is authorized to execute any documents which may in his/her judgement to be
desirable or necessary to affect the purpose of this vote.

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

DATED: _____

ATTEST: _____
(Name & Title)

STATE OF _____
COUNTY OF _____

On the ____ day of _____, before me _____, the undersigned officer
personally appeared _____, known to me or satisfactorily proven to be the person whose
name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes
therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:



State of New Hampshire
VENDOR APPLICATION

Rev 10/12/20

VENDOR # _____
(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

Legal Entity Name: _____
Doing Business As Name: _____
Payment Address: _____
City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____
Business Address: _____
City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____
Telephone #: _____ Cell Phone #: _____ FAX #: _____
Contact Person: _____ Website: _____ E-Mail (Main Office): _____

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.state.nh.us or visit their website at <https://www.nh.gov/treasury/state-vendors/index.htm> for further information on this option.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) <https://sos.nh.gov/corporation-ucc-securities/corporation/online-business-services/> (603) 271-3244

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

Service Provider ☐ Product/Merchandise Provider ☐ Other Provider ☐

Select the appropriate designations for your Entity:

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

SIGNATURE BLOCK

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

Name and Title (print or type): _____

Signature: _____ Date: _____

RETURN ADDRESS

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

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



State of New Hampshire
VENDOR APPLICATION

Rev 10/12/20

VENDOR # _____
(Assigned by Purchase & Property)

STATE OF NEW HAMPSHIRE
ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

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

Legal Entity Name: _____

Doing Business As Name: _____

Payment Address: _____

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

Business Address: _____

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

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

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

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

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

PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

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

☐ Medical/Health Care Services ☐ Legal Services ☐ 1099 Grant Reportable

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

| | | |
|---|--|---|
| <input type="checkbox"/> Individual/Sole-Proprietor | <input type="checkbox"/> Corporation (S) | <input type="checkbox"/> Government |
| <input type="checkbox"/> Single Member LLC | <input type="checkbox"/> Corporation (C) | <input type="checkbox"/> Travel/Intern |
| <input type="checkbox"/> LLC (C Corporation) | <input type="checkbox"/> Partnership | <input type="checkbox"/> Refund/Reimbursement |
| <input type="checkbox"/> LLC (S Corporation) | <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Tax-Exempt |
| <input type="checkbox"/> LLC (P Partnership) | | |

EXEMPTIONS: _____ Exemption from FATCA reporting: _____

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

NAME & TITLE (print or type): _____

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

SIGNATURE: _____ DATE: _____

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

PLEASE RETURN WHEN COMPLETED TO:

Email: PRCH.WEB@DAS.NH.GOV

(Phone) 603-271-2201

(FAX) 603-271-2700

<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES

BUREAU OF PURCHASE & PROPERTY

STATE HOUSE ANNEX - ROOM 102

25 CAPITOL ST

CONCORD NH 03301

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

Period to:

OWNER

ARCHITECT

CONTRACTOR

FROM:

VIA (ARCHITECT):

ARCHITECT'S

PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE

4. TOTAL COMPLETED & STORED TO DATE

5. RETAINAGE:

a. 10% of Completed Work

b. 10% of Stored Material

Total Retainage

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE

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

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this ___ day of ___, 20__

Notary Public:

My Commission expires:

AMOUNT CERTIFIED

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

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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

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

G702-1983

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

Contractor's signed Certification is attached.

APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECTS PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D | | E WORK COMPLETED THIS PERIOD | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H BALANCE TO FINISH (C - G) | I RETAINAGE |
|------------------|--------------------------|-------------------------|---------------------------------------|--|------------------------------------|--|--|--------------------------------------|----------------|
| | | | FROM PREVIOUS APPLICATION (D+E) | | | | | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
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| | | | | | | | | | |

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 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; Parking Lot line striping, pavement markings and parking signage at Pawtuckaway State Park in Nottingham, NH. 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) Contractor shall provide all necessary temporary traffic control and devices such as road cones, barricades etc.. and personnel to close off the State Parking areas before and when they are painted.
 - b) Contractor is to remove any debris, sand or other materials where painted pavement markings will be applied. The Parking lot will be cleaned and overhanging trees will be trimmed back by others before the start of this work.
 - c) Contractor is to layout the parking lot in accordance with the parking lot layout plan.
 - d) Paint parking space lines 4" in width white.
 - e) Stencil all ADA Spaces white on blue background 5' x 5'.
 - f) Install all required signs with 10' u-channel posts painted green.
- 1.3 **PUBLIC ACCESS AND PROTECTION:** The grounds around the site 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.
- 1.4 **COORDINATION WITH STATE PARK MANAGER:** The contractor shall coordinate in advance with the Park Manger Mr. Dave Richardson (Tel. 603-895-3031) to arrange mutually acceptable times for closing off areas normally accessible to the staff and public, and to insure that suitable alternate access is made available.

END OF SECTION 01010

SECTION 01020 - TEMPORARY UTILITIES & JOB CONDITIONS

PART 1 GENERAL

- 1.1 **TEMPORARY FACILITIES AND SERVICES:** The Contractor shall be responsible for arranging and providing temporary facilities necessary to facilitate their work. The location of same shall be coordinated with and approved by the Project Manager and the Parks Regional Manager.

All such services and facilities shall comply with applicable Federal, State and Municipal regulations.

1.2 **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) Do not light fires in or about premises.

- 1.3 **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.

- 1.4 **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 their

materials that may be damaged by storage in the open.

1.5 TEMPORARY FIELD OFFICE: Not Applicable

1.6 TOILETS: Restroom facilities at the State Parks will be made available for the contractors use.

1.7 CONTRACTORS AND SUBCONTRACTORS MEETINGS: The Project Manager shall have the right to call together at reasonable times designated by themselves, representatives of the contractor and subcontractors who shall meet at the office of the contractor or at the job, 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 State and the Pawtuckaway State Park 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 work site.

1.8 MEASUREMENTS: Before submitting a bid, 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 misfitting work as fabricated.

1.9 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

1.10 PARKING: Space will be allocated in the parking lots to accommodate a job trailer, vehicles, deliveries and limited storage. (additional storage areas may be made available through arrangements with the Park Manager on an as-needed basis).

- 1.11 **CLEANING:** As properties 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 site on at least a daily. At the conclusion of the project, all barricades, equipment, and debris shall be promptly removed from the site.

END OF SECTION 01020

SECTION 02763 - PAINTED PAVEMENT MARKINGS

PART 1 GENERAL

- 1.1 **SUMMARY:** Paint parking space lines, Access Isles and No Parking Areas white 4" in width. Approximately 3,182 Linear feet in total.

- A. Section Includes:
1. Traffic lines and Markings
 2. Legends
 3. Paint.

1.2 **REFERENCES**

- A. ASTM INTERNATIONAL
1. ASTM D34 – Standard Guide for Chemical Analysis of White Pigments.
 2. ASTM D1394 – Standard Test Methods for Chemical Analysis of White Titanium Pigments.

1.3 **PERFORMANCE REQUIREMENTS**

- A. Paint Adhesion: Adhere to road surface forming smooth continuous film one minute after application.
- B. Paint Drying: Tack free by touch so as not to require coning or other traffic control devices to prevent transfer by vehicle tires within two minutes after application.

1.4 **SUBMITTALS**

- A. Product Data: Submit paint formulation for each type of paint.
- B. Manufacturers Installation Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, and any other data on proper installation.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 **QUALITY ASSURANCE**

- A. Perform Work in accordance with State of NH Department of Transportation standards.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum two years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Invert containers several days prior to use when paint has been stored for more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- C. Do not apply paint when temperatures are expected to fall below 50 degrees Fahrenheit for 24 hours after application.
- D. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

1.9 MANUFACTURER'S WARRANTY

- A. Furnish three year manufacturer's warranty for traffic paints.

1.10 INSTALLERS WARRANTY

- A. Furnish three year installers warranty from the Date of Substantial Completion.

PART 2 PRODUCTS

2.1 PAINTED PAVEMENT MARKINGS

- A. Furnish materials in accordance with NHDOT standards.
- B. Paint: Ready mixed, conventional and fast dry waterborne traffic paints, lead-free, non-toxic, NASSHTO Test Deck, minimum retroreflectance of

100 mcads, durability rating of 6 or more after in place for 9 months; within following limits.

1. Pigment, percent by weight: 60 +/- 2
2. Vehicle, percent by weight: 40 +/- 2
3. Non-Volatile, percent by weight of paint: 76.0
4. Weight per gallon, pounds minimum 13.0
5. Viscosity: 8-05 Kreb Units at 77 degrees Fahrenheit
6. Grind (Hegeman Gauge), minimum Field Tested no tracking time under ambient conditions: 20-90 seconds.
7. Dry Through Time, 15 mils wet at 90% relative humidity, 72 degrees Fahrenheit, ASTM D1640: 125 minutes maximum.
8. VOC (Volatile Organic Content): One 1lbs/gal maximum.

2.2 EQUIPMENT

- A. For application of parking lines and other items by walk behind strippers, hand spray or stencil trucks, apply with equipment meeting requirements of this section. **Do not use hand brushes or rollers.**

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not apply paint to new bituminous asphalt surfaces until asphalt has cured for 5 days.

3.2 PREPARATION

- A. Maintenance and Protection of Traffic:
 1. Provide short term traffic control.
 2. Prevent interference with marking operations and to prevent traffic on new applied markings before markings dry.
- B. Surface Preparation.
 1. Clean and dry paved surfaces prior to painting.
 2. Blow, sweep or wash surface free of dirt, debris, oil, grease or gasoline.

3.3 APPLICATION

- A. Agitate paint for 1-15 minutes prior to application to ensure even distribution of paint pigment.
- B. Dispense paint at 110 degrees Fahrenheit to wet-film thickness of 15 mils (0.4mm) per coat.
- C. Line thickness: All line striping shall be 4" in width.
- D. Prevent splattering and over spray when applying markings.
- E. Unless material is track free at end of paint application, use traffic cones to protect markings from traffic until track free. When vehicle crosses a marking and tracks it or when splattering or over spray occurs, eradicate affected marking and resultant tracking and apply new markings.
- F. Collect and legally dispose of residues from painting operations.

3.4 FIELD QUALITY CONTROL

- A. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- B. Repair lines and markings, which after application and curing do not meet the following criteria:
 - 1. Incorrect Location: Remove and replace incorrectly placed patterns.
 - 2. Insufficient Thickness, Line Width, Paint Coverage or Retention: Repair defective material by acceptably grinding or blast cleaning to remove and roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this section.
 - 3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.
- C. Replace defective pavement markings as specified throughout 3 year warranted period. Replace markings damaged by anti-skid materials, studded tires, tire chains, chemical deicers, snow plowing or other loss of marking material regardless of cause. When markings are damaged by Owner's painting, crack sealing, or pavement repair operations, Contractor is released from warranty requirements for damaged work.
- D. Replace failed or defective markings in entire section of defective markings

within 30 days after notification when any of the following exists during warranty period:

1. More than 15 percent of area of continuous line, or more than 15 percent of combined area of parking lines within parking lot is missing.
- E. Replace pavement marking material under warranty using original or better type material. Continue warranty to end of original 3 year period even when replacement materials have been installed as specified.
- F. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides.

3.5 PROTECTION OF FINISHED WORK

- A. Protected painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations. Consider barrier cones as satisfactory protection for material requiring more than 2 minutes dry time.

END OF SECTION 02763

SECTION 101453 - T R A F F I C S I G N A G E

1.0 DESCRIPTION: This work shall consist of furnishing, and erecting traffic signs and sign supports as shown on the plans

2.0 MATERIALS:

2.1 Steel " U" posts shall be rail steel conforming to the requirements of ASTM A 499, Grade 60 or ASTM A 576, Grade 1070-1080, minimum yield strength of 60,000 psi. Posts shall be painted green The weight per foot shall be a minimum of 2-1/2 lb. and a maximum of 3 lb. The posts shall have 3/8" holes drilled or punched, before painting, along the center line of the web. The holes shall begin 1" from the top of post and continue at 1" centers for the entire length of the post.

Sign Post width 3-21/64"

Sign Post depth 3"

Post finish: Baked Enamel "Green"

Length: 10'

Acceptable Suppliers/Manufacture's: Acceptable Suppliers/Manufacturers includes but is not limited to the following:

Grainger Industrial Supply "Brady" 35FX80

2.2 SIGN MOUNTING HARDWARE: The U-channel post assembly shall be stainless steel hex bolt Alloy 304 ASTM A193 Grade B8, stainless steel M10 fender washer, and stainless steel nut Alloy 304 ASTM A194 Grade 8.

Acceptable Suppliers Include but are not limited to the following:

Grainger Industrial Supply Cat No. 3YVU9 (40) Required

2.3 SHEET SIGNS: Flat aluminum sheets for sheet signs shall be one piece and conform to MUTCD Type 1 (Fed. Spec. L-S-300; ASTM D 4956). The minimum thickness of the sheets up to 18" wide shall be 0.063"

Height: 18"

Width 12"

Retroreflective Grade: High Intensity Prismatic

Sign Mounting Style: With Mounting Holes, Top/Bottom Centered

Acceptable Suppliers/Manufacture's includes but is not limited to the following:

Grainger Industrial Supply

SIGN TEXT:

- A. "RESERVED PARKING VAN ACCESSIBLE" CAT No. 484M68 (2) Required
- B. "RESERVED PARKING" ADA CAT No. 3YPF7 (2) Required
- C. "RESERVED PARKING" CAT No. 3ZTP7 (1) Required
- D. "MOTORCYCLE ONLY PARKING" CAT No. 3ZTP6 (1) Required

END OF SECTION 101453

PROJECT: PR-2102 PARKING LOT STRIPING PAWTUCKAWAY STATE PARK NOTTINGHAM, NH

S.S.1

