

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

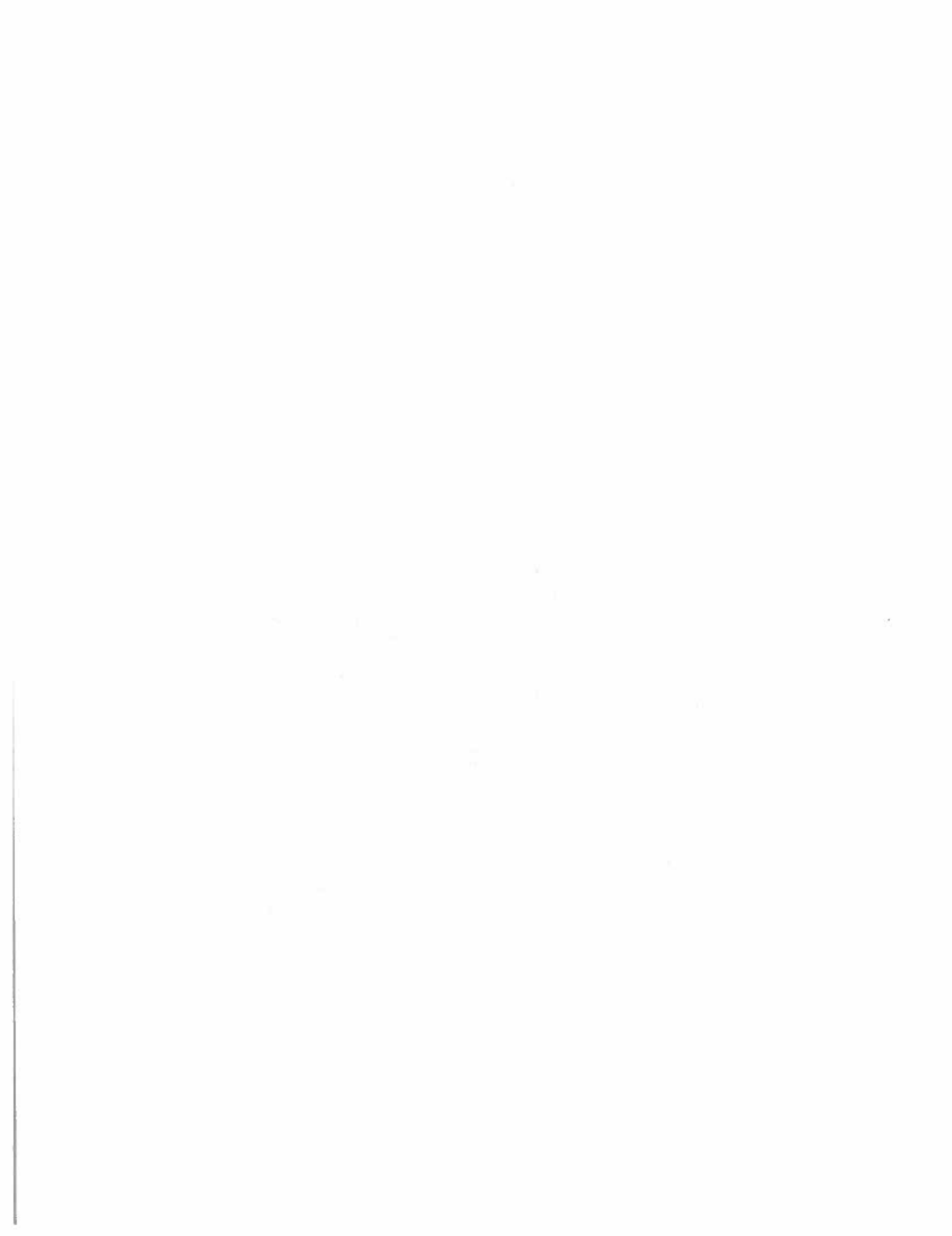
***EXTERIOR PAINTING
WEEKS MANSION
LANCASTER, NH***

SPECIFICATIONS

PROJECT # HIS-2001



June 19, 2020



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
PLANNING AND DEVELOPMENT
172 Pembroke Road
Concord, NH 03301
Tel. (603) 271-2606 Fax (603) 271-2629

SPECIFICATIONS

**EXTERIOR PAINTING OF THE WEEKS MANSION
200 WEEKS STATE PARK ROAD
LANCASTER, NH 03584**

PROJECT # HIS-2001

CONTENTS

Notice to Bidders	N.B. 1
Bid Proposal Form	B.P. 1-6
Sample Contract Form	S.C. 1-4
General Conditions of the Contract	G.C. 1-10
Certificate of Authority #1 (Corporation, Non-Profit Corporation)	C 1
Certificate of Authority #2 (Corporation, Non-Profit Corporation By-Laws)	C 2
Certificate of Authority #3 (Limited Partnership, Limited Liability Partnership professional, or LLC)	C 3
Certificate of Authority #4 (General Partnership)	C 4
Certificate of Authority #5 (Sole Proprietor)	C 5
Certificate of Authority #6 (Limited Partnership or LLC Corporate General Partner or Manager)	C 6
Vendor Application	V.A. 1
Alternate W-9 Form	W-9
Submittal Schedule	S.S. 1
Application and Certificate for Payment	G702-1983
Continuation Sheet	C.S. 1
Construction Specifications	Const. Sp. 1-9

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

NOTICE TO BIDDERS

Project: #HIS-2001 EXTERIOR PAINTING WEEKS MANSION AT WEEKS STATE
PARK 200 STATE PARK ROAD LANCASTER, NH 03584

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday July 16, 2020. Proposals should be mailed to: Attn: Edward Mussey Public Works Project Manager | Department of Natural and Cultural Resources 172 Pembroke Road, Concord, NH 03301.

Specifications will be available to interested contractors at the Planning and Development Office on June 19, 2020. 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 <http://admis.state.nh.us/purchasing/vendorresources.asp>
- 7.) New Hampshire State Parks Website <http://www.nhstateparks.org> under the News & Events tab improvement projects sub tab.

All companies, corporations, and tradenames bidding 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.

All bidders will be required to attend the mandatory pre-bid conference at the Weeks Mansion at 11:00 am. Sharp, Tuesday July 7, 2020. Bidders must sign in on the Pre-bid sheet Prior to 11:00 am. Pease Call Edward Mussey at 603-271-3973 at least 24 hours prior to the bid conference if you will be attending.

Bid Proposals must be made out on the forms provided in the specifications packet and submitted in a sealed envelope marked: "Bid Proposal": Project No. HIS-2001

Edward V 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: #HIS-2001 EXTERIOR PAINTING WEEKS MANSION WEEKS
STATE PARK 200 WEEKS STATE PARK ROAD
LANCASTER, NH 03584

MANDATORY PRE BID CONFERENCE: Tuesday July 7, at 11:00 am Sharp at the Weeks Mansion
200 State Park Road Lancaster, NH

DATE BID OPENING: July 16, 2020 at 2:00 p.m.

ANTICIPATED START DATE: August 27, 2020

COMPLETION DATE: No later than September 30, 2020

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on July 16, 2020.
Bids should be Mailed To: Attn: Edward Mussey Public Works Project Manager I Department of Natural and
Cultural Resources, 172 Pembroke Road, Concord, NH 03301 Please note on the outside of the envelope "Bid
Proposal" Project No. HIS-2001.

DATE: _____

PROPOSAL OF: _____
(Bidders Name)

(Bidders Address)

TOTAL LUMP SUM OF CONTRACT: _____
(Enter the number from Bid Proposal Page 4)

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

PROPOSAL

Proposal of...

(Bidders name)

(Bidders address)

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 Resources and Economic Development for the construction of...

Project #HIS-2001 Painting Weeks Mansion, 200 Weeks State Park Road Lancaster, NH 03584.

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

Commissioner:

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

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

It is further proposed:

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

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

The undersigned acknowledges receipt of the following addenda, issued if any, 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 # HIS-2001

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

Category	Cost
General Conditions	
Preparation of Surfaces	
Primer	
2 Finish Coats	
Allowance #1	\$5,000
Total Lump Sum	

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

Include in the Contract, a stipulated sum/price of **\$5,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

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

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

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

SIGNATURE PAGE

Company Name _____

Address _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Bidder _____

Print _____

Title _____

Address of Bidder _____

(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

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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 applying 2 coats of paint on the Weeks Mansion as indicated on the attached plans and these specifications.

BIDDING REQUIREMENTS

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

CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site during the scheduled mandatory pre-bid meeting and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

PERFORMANCE AND PAYMENT BOND

In the event the bid is \$75,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of RSA 447:16.

The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

RIGHT TO WORK IN N.H.

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

PROPOSAL SELECTION

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

CONTRACTORS QUALIFICATIONS

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

EXECUTION OF CONTRACT

The Contractor's attention is called to the following:

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

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

STARTING DATE

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

WORKSITE ACCOUNTABILITY

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

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

PROTECTION OF EXISTING PROPERTY

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

CODES

All work performed shall meet the provisions, if applicable, of the 2015 International Building Code, and any local codes that may apply.

WORKMANSHIP

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

CLEAN-UP

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

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

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

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

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

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

FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

<u>ORIGINAL CONTRACT AMOUNT</u>		<u>AMOUNT OF LIQUIDATED DAMAGES</u>
		<u>PER WORKING DAY</u>
From more than:	to and including:	
0.	25,000.	\$ 200.00
25,000.	50,000.	\$ 300.00
50,000.	100,000.	\$ 400.00
100,000.	250,000.	\$ 500.00

SUBSTANTIAL COMPLETION & FINAL INSPECTION

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

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

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

Final inspection will be made by the Project Manager. Incomplete items necessary to complete the project, shall be completed prior to final payment. The completion date for this project is September 30, 2020.

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 Resources and Economic Development.
 - a. Limits of Liability:
 - 1.) \$2,000,000 Each Occurrence
 - 2.) \$3,000,000 Aggregate
5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability:
 - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
6. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate

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

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

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 _____ (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 Certification 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 I am authorized to bind the partnership or LLC. 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 or LLC and that this authorization **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: _____

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

VENDOR # _____

(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

Legal Business Name: _____

Doing Business As Name: _____

Payment Address: _____

City/Town: _____ STATE: _____ ZIP: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____

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

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

Electronic Payment Option: Please contact Treasury at treasury@treasury.state.nh.us or visit their website at www.nh.gov/treasury 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) www.nh.gov/sos/corporate (603) 271-3244

Registered with NH Secretary of State? _____ State Incorporated In: _____

Service Provider ☐ Product/Merchandise Provider ☐ Other Provider ☐

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

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

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

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

**STATE OF NEW HAMPSHIRE
ALTERNATE W-9 FORM**

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

VENDOR # _____
(Assigned by Purchase & Property)

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 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a **GROUP PRACTICE**, it is the group name & TIN which is required on this Alternate W-9.
If the service provider is a **SOLE PROPRIETOR**, it is the individual name & TIN which is required on this Alternate W-9.

INDIVIDUAL/LEGAL/BUSINESS NAME: _____**Doing Business As Name:** _____**TAX/PAYMENT ADDRESS:** _____**CITY/TOWN:** _____ **STATE:** _____ **ZIP:** _____**BUSINESS ADDRESS:** _____**CITY/TOWN:** _____ **STATE:** _____ **ZIP:** _____**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:** _____**Website:** _____ **E-Mail (Main Office):** _____

PLEASE RETURN WHEN COMPLETED TO: **DIVISION OF PROCUREMENT & SUPPORT SERVICES**
BUREAU OF PURCHASE & PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301

(Phone) 603-271-2201
(FAX) 603-271-2700
<http://das.nh.gov/purchasing>

**PROJECT: HIS-2001 PAINTING WEEKS MANSION
WEEKS STATE PARK STATE LANCASTER, NH**

NOTE: THE SUCCESSFUL BIDDER SHALL PROVIDE THE SUBMITTALS AS REQUIRED ABOVE BEFORE BEGINNING ANY WORK

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

Period to:

ARCHITECT'S

PROJECT NO:

CONTRACT DATE:

VIA (ARCHITECT):

FROM:

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

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

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this ____ day of ____ 20__

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$

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

ARCHITECT:

By:

Date:

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		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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15										
16										
17										
18										
19										
20										

AIA DOCUMENT G703 • 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

G703-1983

CONSTRUCTION SPECIFICATIONS

TABLE OF CONTENTS

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

SECTION

01020 Temporary Utilities & Job Conditions

09900 Painting

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 State Parks Historic Sites Supervisor Mr. Andrew Cushing.

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

- 1.2 **TEMPORARY ELECTRICITY:** Electrical power will not be available from the existing electrical service at the Weeks Mansion. The Contractor shall provide portable generators and all labor and materials necessary to provide electrical power and lighting for construction purposes.

- 1.3 **SPECIAL CONDITIONS:** Weeks State Historic Site is an historic site under the stewardship of the Division of Parks. The work proposed for this contract shall be considered historic restoration and shall be carried out in compliance with the Secretary of the Interior's Standards of Rehabilitation. To the greatest extent practical, the materials and fabric of the original structure shall be preserved and restored in character with the original installation. Materials to be replaced will match the original materials as closely as possible in color, texture, dimension, and composition. All portions of the original structure shall be protected throughout the course of the work from chips, abrasion, spills, or other damage that might occur during the execution of the work of this contract.

1.3 **FIRE PROTECTION:**

- a) 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 building.
- b) Do not light fires in or about premises.

- 1.4 **PROTECTION OF PROPERTY AND THE PUBLIC:** The Contractor shall construct all fences, barricades and protection facilities required for the protection of the public to the satisfaction of the Project Manager. Furnish and install all signs, lights, reflectors, and all such protection facilities as may be required by the Project Manager.

Keep all access roads and walks clear of debris, materials, and construction equipment. Repair streets, drives, curbs, sidewalks, fences, poles and the like where disturbed by construction to the satisfaction of the Project Manager.

- 1.5 **TEMPORARY STORAGE:** Delivery and storage locations shall be coordinated with and approved by the Project Manager and the State Historic Sites Supervisor.

The contractor shall provide at the site, where directed and maintain in good condition, suitable and substantial weather-tight storage as required for his materials that may be damaged by storage in the open.

- 1.6 **STAGING AND SCAFFOLDING:** Except as otherwise indicated, the Contractor shall furnish, erect and maintain all staging and scaffolding for use during the work of the project. Staging and scaffolding shall be of approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by state and local laws.

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

- 1.7 **TEMPORARY TOILETS:** Contractor shall provide lockable portable toilet units sufficient for all workers on the project. The Contractor shall be responsible for cleaning and maintenance of these facilities for the duration of the contract.

- 1.8 **CONTRACTORS AND SUBCONTRACTORS MEETINGS:** The Project Manager shall have the right to call together at reasonable times designated by him, representatives of the contractor and subcontractors who shall meet at the 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 Seacoast Regional Parks Manager in writing, the names, addresses and telephone numbers of subcontractors' personnel to be contacted in the event of an out-of-hours emergency at the building site.

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

- 1.10 **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 1518 - Safety and Health Regulations for Construction , Chapter XIII of Title 29, Code of Federal Regulations
- 1.11 **PARKING:** Space will be allocated in the parking lot adjacent to the Carriage House to accommodate vehicles, deliveries and limited storage. Additional storage areas may be made available through arrangements with the Historic Sites Supervisor on an as needed basis.
- 1.12 **CLEANING:** As a Historic Site 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 site 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 weekly basis. At the conclusion of the project, all scaffolding, barricades, equipment, and debris shall be promptly removed from the site.

END OF SECTION 01020

SECTION 09900 - PAINTING

PART 1 GENERAL

1.0

- a) Paint exterior stucco surfaces only.

1.1 EXTENT OF WORK: Thoroughly prepare all surfaces for painting. Apply a primer coat and 2 finish coats of paint or as specified in "Schedules".

- a) Paint all exterior stucco.

1.3 SUMMARY

- a) Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.

1.4 QUALITY ASSURANCE

- a) Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- b) Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

Notify the Project Manager of problems anticipated using the materials specified.

- c) Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products named are required or to exclude equal products of other manufacturers.

1.5 DELIVERY, STORAGE, AND HANDLING

- a) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45°F (7°C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

- b) Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.
- c) No paint or painting materials shall be stored in the Wentworth Coolidge Mansion or the Coolidge Visitors center.

1.6 JOB CONDITIONS

- a) Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50°F (10°C) and 90°F (32°C).
- b) Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45°F (7°C) and 95°F (35°C).
- c) Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5°F (3°C) above the dew point, or to damp or wet surfaces.

Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

- 2.1 **AVAILABLE MANUFACTURERS:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

- a) Benjamin Moore & Co. "MoorGlo N096"
- b) The Sherwin-Williams Company "Duration" (S-W).
- c) Pittsburgh Paints "Manor Hall Timeless"
- d) Substitution requests will ONLY be considered a minimum of 3 business days before opening bids are due. Product Selection will be made by the Department Project Manager or the Historic Sites Supervisor. Substitutions must be indicated on the bid proposal.

2.2 **COLORS AND FINISHES:** Prior to the beginning of work, the contractor will furnish sample color chips for surfaces to be painted in other than pure white. Match the colors of the existing paint and submit samples for approval.

2.3 **PRIMERS**

a) 100% Acrylic Latex

S-W: Loxon Concrete & Masonry Primer A24W08300 "White.

2.4 **EXTERIOR FINISH PAINT MATERIAL**

a) 100% Acrylic Latex

S-W: Duration Exterior Latex Low Luster K30W00251 Series

PART 3 EXECUTION

3.1 **EXAMINATION:** Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.

Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 **PREPARATION**

a) **General Procedures:** Provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

c) Provide barrier coats over incompatible primers or remove and reprime. Notify Project Manager in writing of problems anticipated with using the specified finish-coat material with substrates primed by others.

- d) **Material Preparations:** Carefully mix and prepare paint materials in accordance with manufacturer's directions.

- 1) Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

Use only thinners approved by the paint manufacturer, and only within recommended limits.

3.3 APPLICATION

- a) Apply paint and in accordance with manufacturer's directions. Apply paint by brush, using a brush appropriate for the job and the paint. Paint applied by roller, or sprayer is acceptable.
- b) Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- c) Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- d) Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- e) **Minimum Coating Thickness:** Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- f) **Prime Coats:** Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.

- g) Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.4 CLEANING

- a) Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- b) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION: Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Project Manager.

Provide "wet paint" signs to protect newly painted finishes.

3.6 EXTERIOR PAINT SCHEDULE:

Provide the following paint systems for the various substrates indicated:

a) Stucco.

Primer: S-W Loxon Concrete & Masonry Primer A24W08300
"White"

Dry film thickness 2.8 mils per coat.

2 Coats: S-W Exterior Latex Satin, Duration K30W00251
LOW LUSTRE "EXTRA WHITE"

Dry film thickness 2.8 mils per coat.

END OF SECTION 09900

