



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

13-00715-0000-05-1

44 Jm

William N. Reddel, III, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
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November 29, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with Property Innovation Sealcoating & Line Striping, LLC (#208939), 2 Harris Street, Londonderry, New Hampshire 03053, for the purpose of parking lot crack sealing, pavement sealcoating, and line striping at the State Military Reservation, Concord, New Hampshire in the amount of \$27,720.00 effective upon Governor and Council approval through June 30, 2017. **50% Federal Funds/50% General Funds (Operating).**

Funds are available in the following appropriation:

02-12-12-120010-2240 - Adjutant General – ARNG Army Guard Facilities 50/50

10-01200-22400000-103-500736 Contract repairs, Building/Grounds	\$ 27,720.00
TOTAL	\$ 27,720.00

EXPLANATION

The seal coating is necessary to protect the parking lot pavement, the crack sealing will prevent the existing cracks from getting larger and the line striping is a safety issue. It is very difficult to distinguish parking spaces on the State Military Reservation with the worn parking lines. The new line striping will optimize the parking lot space and ensure that people park in the designated areas. The line striping will also designate the handicap spaces as well as the fire lanes.

The Adjutant General's Department obtained three quotes to perform this service and Property Innovation Sealcoating and Line Striping, LLC submitted the lowest, qualified quote.

Respectfully submitted,

William N. Reddel, III
Major General, NHNG
The Adjutant General

QUOTES RECEIVED FOR:
PARKING LOT CRACK SEALING, PAVEMENT SEAL
COATING OF ENTIRE PARKING LOT AREA TO BE
STRIPED, STRIPING AT THE STATE MILITARY RESERVATION

<u>COMPANY NAME</u>	<u>QUOTE AMOUNT</u>
Property Innovation Sealcoating & Line Striping, LLC	\$27,720.00
Bedford Sealcoating	\$40,512.00
D&M Striping	\$47,764.00

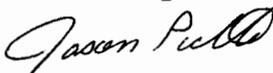
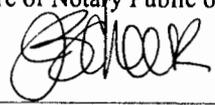
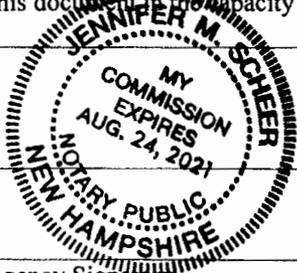
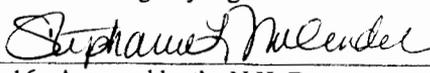
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Property Innovation Sealcoating & Line Striping, LLC		1.4 Contractor Address 2 Harris Street, Londonderry, NH 03053	
1.5 Contractor Phone Number (603) 264-7705	1.6 Account Number 010-012-2240-103-500736	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$27,720.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jason Pette - owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11-16-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document with full capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jennifer Scheer</u> <u>Store Supervisor TD Bank.</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jeanne M. Burgess</u> On: <u>12/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

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

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A – SCOPE OF SERVICES
SERVICE SPECIFICATIONS FOR PARKING LOT CRACK SEALING, PAVEMENT SEAL COATING OF ENTIRE PARKING LOT AREA TO BE STRIPED, STRIPING AT THE STATE MILITARY RESERVATION (SMR)

1. The Contractor shall provide the Adjutant General’s Department with “Parking Lot Crack Sealing, Seal Coating, and Line Striping” at areas denoted on plot plans provided by the Adjutant General’s Department. There has been drainage and pavement work done on the SMR. These areas will not need crack sealing, seal coating or line striping.

SMR
4 Pembroke Road
Concord, NH 03301

Contract to include the following:

- Repaint the existing spaces at locations listed (and paint any new locations as indicated on attached drawings)
- The paint used shall conform to NHDOT specifications as described in the NHDOT section 708 of the standard specifications for road and bridge construction.
- All line markings shall be reproduced in kind, as shown on the plans or as directed by Paul Annis, Plant Maintenance Engineer, unless otherwise noted in this contract. All work shall be in accordance with standards set forth by the NHDOT specifications.
- The paint shall be applied with airless or air assisted spray equipment at the rate consistent with the specifications standard and the lines shall be applied under dry conditions with humidity levels of 80% or less
- The contractor shall ensure that newly applied pavement markings are protected from traffic until paint has cured and that method of protecting will not constitute a hazard. Any damage to any markings as a result of tracking shall be repaired by the contractor at his expense.
- It will be the Contractor’s responsibility to count the number of parking spaces and determine the linear feet of crack sealant required.
- Seal coating square footage should be confirmed by vendor.

4 Pembroke Road, Concord, NH location:

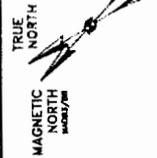
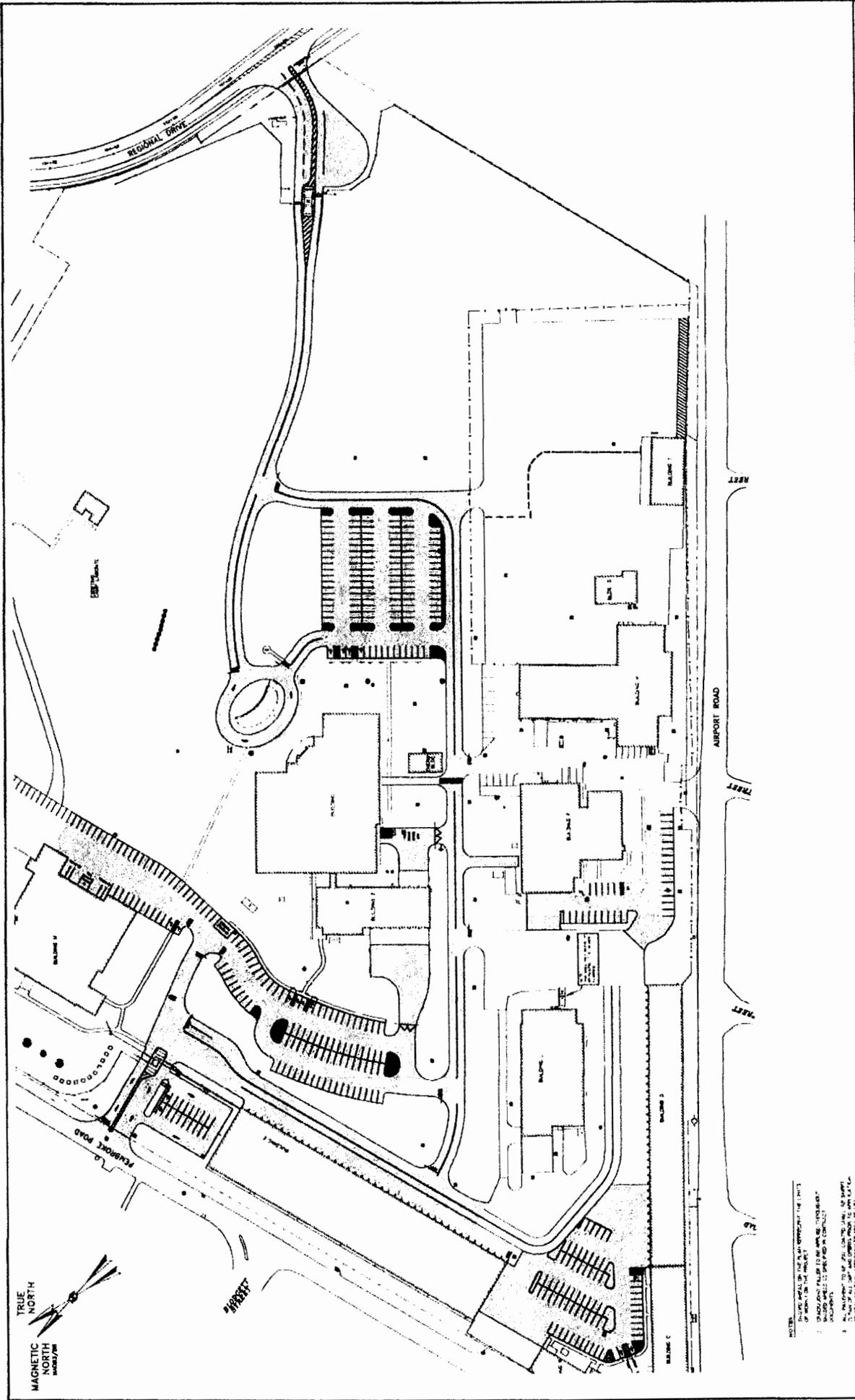
16	Handicap Spaces
340	Regular Spaces
1	Fire Lane
6,000	Linear feet of crack sealing
295,000	Square feet of parking area seal coating

*Please refer to State Military Reservation View plans provided by the Adjutant General's Department for details.

- 4.1 All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the NH Adjutant General's Department.
- 4.2 The Contractor shall complete all work and provide all materials, tools, equipment, and safety devices necessary to perform work in the proper manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein described, at the agreed upon price. All the work, labor, and equipment to be completed and provided under the contract, shall be completed and provided strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.
- 4.3 The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of the work.
- 4.4 All work must be performed in such a manner as to minimize inconvenience to the building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 4.5 The Contractor shall at its own expense, wherever necessary or required, provide safety devices and take such other precautions as may be necessary to protect life and property.
- 4.6 The Contractor shall bear all losses resulting to them or to the State due to any inadequacy in the quality of work performed or due to any error on the part of the Contractor in their estimation or expectation of project requirements or due to the weather, elements or other causes.
- 4.7 Unsatisfactory responses to any of the listed services or requirements will be considered sufficient basis for immediate termination of the contract. The State reserves the right to terminate this contract at any given time with a seven (7) day written notice.
- 4.8 **This will have to be a two-part project which will require two weekends of scheduled work. Crack sealing and pavement seal coating of entire designated areas as shown on plot plans provided by the Adjutant General's Department are to be line-stripped.**
- 4.9 Other Hours: Other hours include overtime, holidays and weekends. **Requests must be made to Paul Annis 48 hours prior to change in normal working hours.**
- 4.10 Subcontracting any portion of the contract is not permitted without prior approval from the State. In the event the State approves the use of subcontractors in performance of this contract, the primary contractor is not relieved of responsibility and obligation to meet all of the requirements of this agreement.
- 4.11 **BACKGROUND CHECKS: The State may require the Contractor to provide security clearance and/or background checks for any and all Contractor representatives or approved subcontractors that may complete work or be present during the completion of work in any State facility.**
- 4.12 The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, approved subcontractors, equipment or supplies. The Contractor shall correct all defective work and repair damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or repair damages from payments to the Contractor.
- 4.13 The Contractor work staff shall consist only of qualified persons completely familiar with the products and equipment they will be required to use. The Contracting Officer may require the

Contractor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.

- 4.14** The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on the State of New Hampshire's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the NH Adjutant General's Department.
- 4.15** The Contractor's personnel shall be allowed only in areas where work is being performed. No photography is allowed on either facility and no personnel shall enter any state buildings. There are no restrooms or phones available to the Contractor or their personnel at either facility.
- 4.16** There are no utilities available at either facility for the contractor or their personnel to attach to. (Water, sewer, electrical). There are no areas available to wash out contractor's equipment at either facility and it is prohibited. No paint or paint supplies may be introduced to the water treatment system (catch basins) at either facility.



- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
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- 8. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 9. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

STATE MILITARY RESERVATION PLAN VIEW	
NEW HAMPSHIRE ARMY NATIONAL GUARD	
CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE	
55 STATE STREET, CONCORD, NH 03301	
DATE: 10/15/08	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
APPROVED BY: [Name]	
PROJECT: CRACK SEALING, SEAL COATING AND LINE STRIPING SMR PROJECT	
	

CRACK SEALING, SEAL COATING AND LINE STRIPING SMR PROJECT

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT
SUBJECT: PARKING LOT CRACK SEALING, PAVEMENT SEAL COATING OF ENTIRE
PARKING LOT AREA TO BE LINE STRIPED AND LINE STRIPING AT THE STATE
MILITARY RESERVATION (SMR)**

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$27,720.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Subject: Parking Lot Crack Sealing, Pavement Seal Coating, and, Parking Lot Line Striping – SMR

The undersigned, having carefully examined the specifications for the referenced services, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Total Price for Parking Lot Line Striping at the State Military Reservation:

Labor:	\$10,000.00
Material:	\$17,720.00

Method of Payment

Payment will be made within 15 days after receipt of a proper invoice.

Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road
Concord, NH 03301-5652

Terms of Payment

The Adjutant General's Department will pay the contractor the noted above after the work performed is accepted as complete by The Adjutant General's Department.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Provision of parking lot crack sealing, pavement seal coating of entire parking lot area to be line striped and line striping at the State Military Reservation (SMR)

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.),

which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act

gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)
NHNG Green Procurement Plan
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Property Innovation Sealcoating and Line Striping L.L.C. is a New Hampshire limited liability company formed on May 22, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of September, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Property Innovation
Sealcoating & Line Striping

CORPORATE HEADQUARTERS
2 HARRIS STREET, LONDONDERRY, NH 03053

CORPORATE RESOLUTION

I, Jason Piette, hereby certify that I am the Sole Member of the company known as Property Innovation Sealcoating & Line Striping, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Property Innovation Sealcoating & Line Striping, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Jason Piette

Date: 11/16/16

PROPERTY INNOVATION SEALCOATIN & LINE STRIPING
2 HARRIS STREET, LONDONDERRY, NH 03053
603 264-7705 – 1-800-STRIPING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Rick Brownell Jr.	
Londonderry office		PHONE (A/C No. Ext): (603)437-1992	FAX (A/C No.): (603)437-4846
Brownell Insurance Center, Inc.		E-MAIL ADDRESS: rickjr@brownellinsurance.com	
5 Nashua Rd.		INSURER(S) AFFORDING COVERAGE	
Londonderry NH 03038		INSURER A: TRAVELERS IND CO	NAIC # 25658
INSURED		INSURER B:	
Property Innovation Sealcoating and Line Striping LLC		INSURER C:	
2 Harris St		INSURER D:	
Londonderry NH 03053		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	680 6252M478	08/29/2016	08/29/2017	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA 6268M925	08/29/2016	08/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5000	N	N	CUP 2H607709	08/29/2016	08/29/2017	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Adjutant General's Department 4 Pembroke Rd Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

USER NAME

PASSWORD

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Current Search Terms: property* innovation* sealcoating*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Record Type

SAM | System for Award Management 1.0

IBM v1.P.56.20161111-0945

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



VC 208939

Estimate

Property Innovation
Sealcoating & Line Striping

2 Harris Street Londonderry, NH 03053

Phone 603 264-7705 Fax 603 935-7300

www.propertyinnovation.com

Date	Estimate #
9/23/16	4245

TO	Job Location
New Hampshire Army National Guard 1 Minuteman Way Concord, NH	

Job	Payment Terms	P.O. No.	Exp. Date
			11/15/2016

Item	Description	Qty	Cost	Total
Parking Lot Preparation	PARKING LOT PREPARATION: Lot will be cleaned of all loose dirt & debris using steel brooms and blowers. Major oil spots will be treated with POLY OIL SIL,(oil primer) to promote sealer adhesion		0.00	0.00
Cracksealing	Furnish labor, materials, and equipment to seal all cracks (1/8 in to 2 in wide) by flame blowing all cracks clean and dry using Tafa Unit Torch (3000 ft/sec. Velocity). Melting material in an agitated, thermostatically controlled oil jacketed kettle. Applying a 375 degree F polymeric rubber and dusting all cracks with a coat slag sand. This material meets Federal Specification SS-S-1401-C spec 413-1 This quote is to fill all cracks in the designated areas per site map. Brand - Craftco 202	6,000	0.36667	2,200.00
Sealcoating	Furnish labor, materials and equipment to clean area of dirt and debris using high-powered blowers, chemically treat oil stains and apply two (2) coats of coal tar emulsion with 6lbs of sand per gallon of material to prompt a slip resistant surface which exceeds Government Specification RP-355E. Areas containing oil stains or other chemicals may affect bonding and therefore cannot be guaranteed. Brand - Neyra Tarconite Coaltar	294,000	0.08	23,520.00

Total

Property Innovation
Sealcoating & Line Striping

Jason M. Piette

Signature

Date: _____

Print Name _____

Estimate

Property Innovation
Sealcoating & Line Striping

2 Harris Street Londonderry, NH 03053

Phone 603 264-7705 Fax 603 935-7300

www.propertyinnovation.com

Date	Estimate #
9/23/16	4245

TO
New Hampshire Army National Guard 1 Minuteman Way Concord, NH

Job Location

Job	Payment Terms	P.O. No.	Exp. Date
			11/15/2016

Item	Description	Qty	Cost	Total
Pavement Markings	Line Striping: Furnish labor, materials and equipment to stripe / paint existing traffic pattern. Traffic markings include: parking spaces, handicap spaces, center lines, stop bars & stop stencils, arrows, crosswalks & Caution grids. Brand - Franklin Paint	356	5.61798	2,000.00

Total	\$27,720.00
--------------	-------------

Property Innovation
Sealcoating & Line Striping

An agreement between Property Innovation and said customer. The undersigned agrees and guarantees to pay any balance due from the customer and any and all expenses, including court cost, legal and administrative fees incurred by Property Innovation endeavoring to collect any balance dues.

Jason M. Piette

Signature _____

Date: _____

Print Name _____

OFFER: The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

Description

Provide all materials and labor necessary to complete parking lot striping at the State Military Reservation (SMR) in accordance with the specifications

Of this proposal.

\$ 40,512⁰⁰

Labor \$ 25,912⁰⁰

Material \$ 14,600⁰⁰

Mfg/Make/Model N/A
(Attach specification sheet for model(s) being offered)

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your proposal response, and who can answer questions regarding it.

CROSS PARKER (603) 765-0626
Contact Person Telephone Number Toll Free Telephone
Number
603 429-4200 CPARKER@BEDSEAL.com BEDPADSUTCOATING.com
Fax Number Email Address Company Website
BEDPAD SUTCOATING
Vendor Company Name DUNS #

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT
SUBJECT: PARKING LOT CRACK SEALING, PAVEMENT SEAL COATING OF ENTIRE
PARKING LOT AREA TO BE LINE STRIPED AND LINE STRIPING AT THE STATE
MILITARY RESERVATION (SMR)

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$ 40,512.⁰⁰. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Subject: Parking Lot Crack Sealing, Pavement Seal Coating, and, Parking Lot Line Striping – SMR

The undersigned, having carefully examined the specifications for the referenced services, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Total Price for Parking Lot Line Striping at the State Military Reservation:

Labor: 25,912.⁰⁰
Material: 14,600.⁰⁰

Method of Payment

Payment will be made within 15 days after receipt of a proper invoice.

Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road
Concord, NH 03301-5652

Terms of Payment

The Adjutant General's Department will pay the contractor the noted above after the work performed is accepted as complete by The Adjutant General's Department.



RECEIVED

SEP 13 2016

ADJUTANT GENERAL'S DEPARTMENT

58 Louis St Manchester NH 03102

603 669-6050

D & M Striping

We hereby agree to provide all labor and materials necessary to start and complete the specified below on the property located at

National Guard SMR

4 Pembroke Rd

Concord NH

We agree to perform said work in a reasonable length of time. We will provide workman's compensation, liability insurance and all licenses and permits necessary to protect the owners and occupants of this property during the course of performing said work.

DATE: September 13, 2016

	Item	Price
1:	Pavement maintenance	
2:		
3:	Crack filling 18,300 l.f. filling cracks with a hotpour rubberized sealant	17,000.00
4:		
5:	294,050 Sealcoating parking lot 294,050	26,464.00
6:	Repainting pavement markings	4,300.00
7:		
8:		
9:		
10:		
11:		

Quoted by *Dorian Godin*

Total Price \$47,764.00

I hereby accept the above estimate and agree that said work shall start _____

I further agree to pay for said work no later than 30 days from date of completion.

Accepted by _____

Title _____

Company Name _____

Patten, Jeanette P NFG NG NHARNG (US)

From: Dorian Godin <info@dmstriping.com>
Sent: Tuesday, September 13, 2016 3:18 PM
To: Patten, Jeanette P NFG NG NHARNG (US)
Subject: [Non-DoD Source] pavement maintenance
Attachments: jeanette.p.patten.nfg@mail.mil.pdf

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Jeanette

Paul Annis showed me what was being done , and this is the number I have come up with

Here is the pricing to do the pavement Sealcoating , crack repair, and painting the pavement markings in concord, hopefully it works for you

Caution-<http://www.dmstriping.com/>

Dorian Godin