

*W. N. Reddel*



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

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

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

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

Stephanie L. Milender  
*Administrator*

May 2, 2017

His Excellency, Governor Christopher T. Sununu  
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 T-Buck Construction, Inc. (#156635), 302B Auburn Road, Turner, Maine 04282, for the purpose of providing renovations to the Army Aviation Support Facility (AASF) Flight Operations Room, 26 Regional Drive, Concord, New Hampshire in the amount of \$50,330.00 effective upon Governor and Council approval through September 30, 2017. **100% Federal Funds.**

Funds are available in the following appropriation with the authority to adjust encumbrances between fiscal years, if needed and justified, through the Department of Administrative Services:

<b>10-12-12-120010-22450000 – Army Guard Facilities – Contracts for Op Services</b>		
<b>-103-500736 Contract Repairs, Building/Grounds</b>	<b>FY 2017</b>	<b>\$50,330.00</b>

**EXPLANATION**

The existing flight operations room at the AASF is quite large and much of the space in unutilized. This project will create a smaller flight operations room within that space in addition to a staff meeting area.

A request for bids was solicited and five (5) responses were received. T-Buck Construction, Inc. submitted the low-qualified bid.

His Excellency Governor Christopher T. Sununu  
and the Honorable Council  
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The Federal funds available to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Master Federal-State Cooperative Agreement for the mutual support of the State of New Hampshire and the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%.

The Contract has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,

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

The Adjutant General's Department  
AASF Flight Planning Room Renovations  
26 Regional Drive  
Concord, NH 03301  
Bids Received

<u>Name and address of vendor</u>	<u>Bid amount</u>
T-Buck Construction, Inc. 302B Auburn Road Turner, ME 04282	\$50,330.00
Mark Carrier Construction, Inc. 175 Lincoln Street, Suite 101 Manchester, NH 03103	\$73,106.00
Paxor Construction, LLC P. O. Box 1401 Merrimack, NH 03054	\$76,745.58
Schroeder Construction Management, Inc. 2 Townsend West, Unit 3 Nashua, NH 03063	\$89,308.00
Brookstone Builders, Inc. 600 Harvey Road Manchester, NH 03103	\$99,772.00

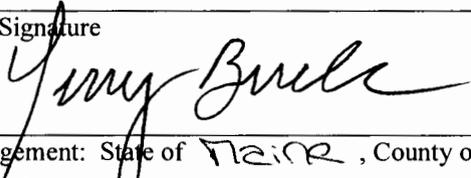
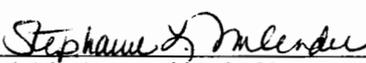
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 T-Buck Construction, Inc.		1.4 Contractor Address 302B Auburn Road, Turner, ME 04282	
1.5 Contractor Phone Number (207) 783-6223	1.6 Account Number 010-012-2245-103- 500736	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$50,330.00
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 Terry Buck President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Androscoggin</u> On <u>Apr. 1 20, 2017</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 in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> Tina Stess Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
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:  On: <u>5/15/17</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  
STATE OF NEW HAMPSHIRE  
ADJUTANT GENERAL'S DEPARTMENT  
AASF FLIGHT PLANNING ROOM RENOVATIONS  
26 REGIONAL DRIVE  
CONCORD, NH 03301**

- 1.1.1 The work includes but is not limited to finishes, framing, electrical, mechanical, and plumbing work within an existing, second floor, room that is *approximately* 1200 SF.
- 1.1.2 The building in which the work will occur was constructed in 2003.
- 1.1.3 The Contractor is responsible for obtaining and paying for any permits and licenses required to complete the work.
- 1.1.4 The Contractor is required to provide all equipment, personnel, and materials to complete the work.
- 1.1.5 Note, throughout this document, the word "Contractor" refers to all General Contractor and Subcontractor personnel and employees.
- 1.2 Contract Period
  - 1.2.1 Work will commence within **thirty (30) days** from the effective of date of contract (Issuance of Notice to Proceed after Governor and Council approval). The contract end date shall be **September 30, 2017**.
- 1.3 Contingencies
  - 1.3.1 The schedule presented above shall be binding unless the Contractor and the State of New Hampshire negotiate a mutually agreeable alternate schedule, and/or if other causes such as inclement weather or facility troubles cause delay.
  - 1.3.2 Any proposed alternative work schedule shall be documented in writing, and submitted with as much advance notice as circumstances allow for the other party's review and approval. Any and all schedule negotiations will be made in good faith by both parties.

## **2.0 STATEMENT OF WORK**

- 2.1 Refer to included Drawing and Specifications for all work included and to be completed in this project.
- 2.2 List of drawings include: Cover/Title Sheet, A0.1 Details & Schedules, A1.1 Floor Plans, A1.2 Reflected Ceiling Plans, A1.3 Plans, A2.1 Interior Elevations
- 2.3 The Contractor Shall:
  - 2.3.1 Comply with all requirements in the project specifications.
  - 2.3.2 Supply and be responsible for all equipment, materials, and personnel used to complete the work. Contractor is responsible for work area and everything within the work area.
  - 2.3.3 Ensure the safety of all personnel within the work area during construction.
  - 2.3.4 Properly and legally dispose of, in accordance with all Federal, State, and local laws and regulations, all waste and debris associated with or generated during the work
  - 2.3.5 Work between the hours of 7am and 4pm weekdays, unless given permission by the designated Department representative to work alternative days/times. No access will be given on the following holidays: New Year's Day, Martin Luther King Jr. Civil Rights Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 2.4 In the performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws and regulations governing safety, health, and sanitation. All contractor and subcontractor employees engaged in the work shall have OSHA-10 certification. Copies of OSHA-10 certificates for all personnel must be provided prior to the commencement of work.

## **3.0 ADDITIONAL PROVISIONS OF SERVICE DELIVERY**

- 3.1 The Contractor Shall:

- 3.1.1 At their own expense, whenever necessary or required, furnish safety devices and equipment and take such other precautions as may be necessary to protect life and property.
- 3.1.2 At all times during the hours specified for service (above), provide an on-site supervisor who can efficiently and effectively communicate in English, in both written and verbal form, with the State and their subordinate staff. Supervision shall be adequate for all employees to ensure complete, timely and satisfactory performance of all work. The supervisor will not engage in any hands-on work without prior approval by the State.
- 3.1.3 Provide the State with a phone number and email address that may be used to reach the on-site Supervisor during regular business hours.
- 3.1.4 At their own expense, complete and furnish all labor, materials, tools, equipment, and safety devices necessary to perform the scope of services listed in the RFB and associated specifications and drawings in the manner described and within the time specified.
- 3.1.5 Complete all contract work to the satisfaction of the State.
- 3.1.6 Accept directions from the State representative(s) as given during the progress of the work, under the terms of the contract.
- 3.1.7 Assume all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work sites.
- 3.1.8 In no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue orders.
- 3.1.9 Bear all losses resulting to them or to the State on account of the amount or character of the work, or because of the nature of the area in or on

which the work is done different from what was estimated or expected, or account of the weather, elements, or other causes.

- 3.1.10 Repair at their own expense, any injury or damage to buildings, materials, equipment, or to other property during the performance of this service immediately upon the request of the State. Failure to remedy such injury or damage in a timely manner or to the State's satisfaction shall be deemed as a breach of contract and, as such, the State shall have the right to terminate said contract or deduct costs of repairs/replacement from vendor's invoice.
- 3.1.11 Be solely responsible for meeting all terms and conditions specified in this contract. **Any subcontracted vendor shall first be approved by the State.** The vendor will remain wholly responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters, including payment of any and all charges.
- 3.1.12 Employ only competent employees, qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be replaced and shall not be again allowed on State property without the consent of the State.
- 3.1.13 Make the on-site supervisor available for construction progress meetings as requested by the State.
- 3.1.14 Provide a Master-list of all workers that will be on-site throughout the project. All personnel are subject to background checks at the discretion of the State. If the results of the background check are found to be unfavorable by the State, the employee may be prohibited access to the premises and barred from work on the contract.
- 3.1.15 Comply with all NHARNG, AASF, and State security requirements. All employees, vehicles, and equipment are subject to search at any time, without notice, while on the premises of or within the AASF.

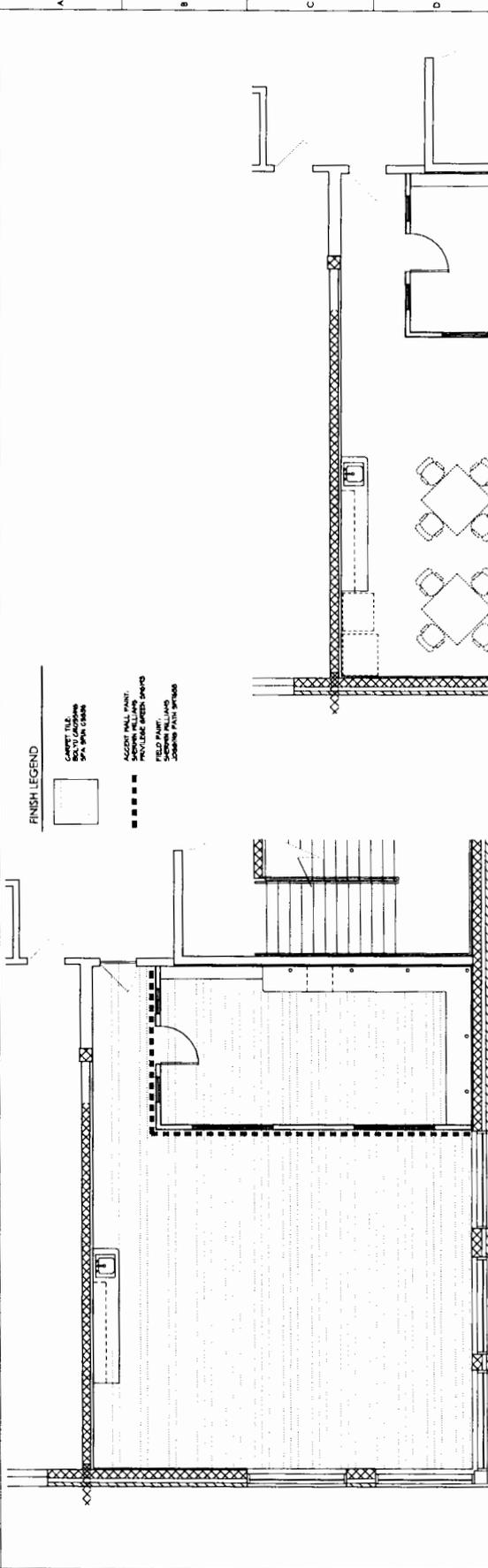
- 3.1.16 Consent to the inspection of the work at any time by a Department representative. The representative has the authority to point out to the Contractor incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract.
- 3.1.17 Not hinder or impede AASF operations within the facility outside of the immediate work area. Contractor may be told to vacate the premises at any time due to State or Federal mission requirements or activation above and beyond normal day-to-day levels.
- 3.1.18 Maintain a clean, neat, and orderly work area. Protect all areas outside the work area from dirt, dust, and debris. Contractor will be provided an area on the premises to place storage container(s) for storage of materials, tools, and equipment and dumpster(s). No materials, tools, or equipment will be stored outside of the work area or storage area(s) designated by the State. The State and/or Federal Government is not responsible for any of the Contractor's tools, materials, or equipment stored on-site. Materials to be used for the project will be stored in weather-proof container or building and will not be stored open to the elements.
- 3.1.19 Provide a portable toilet for use by all Contractor personnel. Coordinate with the State for a location on the premises for which to place the portable toilet.
- 3.1.20 The State will have up to (14) calendar days to review and return all submittals. Contractor should make every effort to have all required submittals submitted and approved prior to commencement of work.
- 3.1.21 Contractor will submit for review, prior to commencement of work, a detailed construction schedule. Construction schedule will be updated and provided to the State on a weekly basis.



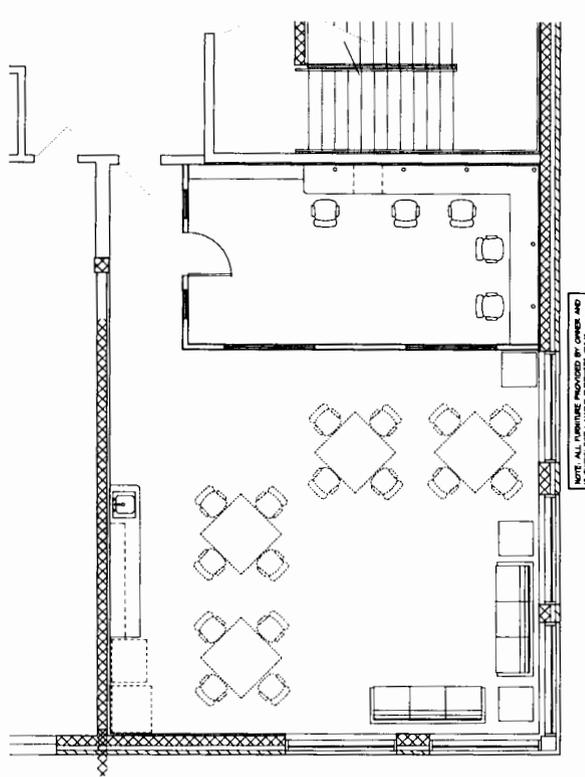




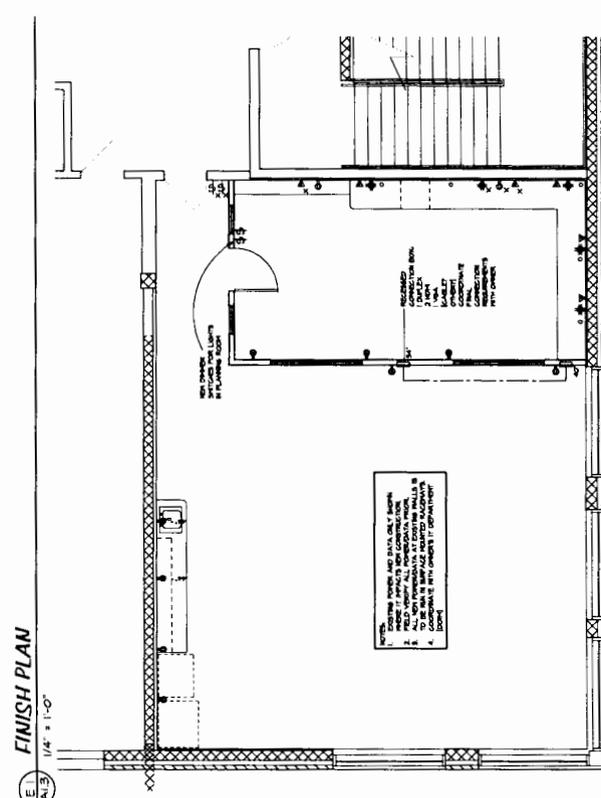




**FINISH PLAN**  
 1/4" = 1'-0"



**PROPOSED FURNITURE LAYOUT**  
 1/4" = 1'-0"



**PROPOSED POWER/DATA LAYOUT**  
 1/4" = 1'-0"

- POWER/DATA LEGEND**
- Double Outlet
  - Double Outlet - Ground Fault Interrupter
  - Double Outlet - USB
  - Double Outlet
  - Single Outlet
  - Switch - Single Pole
  - Cable Telephone Outlet
  - SR Telephone / Data Outlet



**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT  
AASF FLIGHT PLANNING ROOM RENOVATIONS  
CONCORD, NEW HAMPSHIRE**

**EXHIBIT B: CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

**SUBJECT:** AASF Flight Planning Room Renovations

**The Contract Price**

The Adjutant General's Department will pay the contractor a maximum total of \$50,330.00. This amount shall not be exceeded without issuance of an amendment to this agreement approved by the Governor and Executive Council.

**Method of Payment**

Payment will be made within 30 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, Building C  
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: AASF Flight Planning Room Renovations**

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](http://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

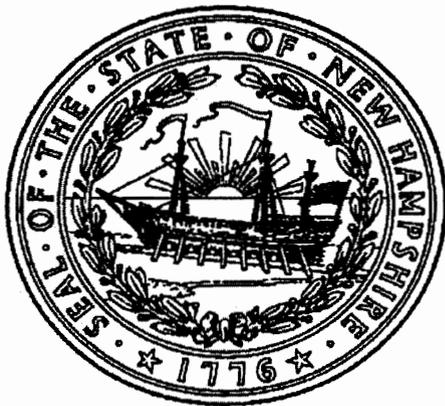
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that T. BUCK CONSTRUCTION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 16, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 139425



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# T. Buck Construction, Inc.

302B Auburn Rd, Turner, ME 04282

(207) 783-6223 \* (FAX) 783-3970

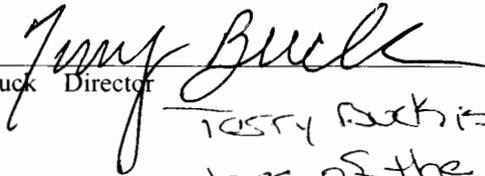
## UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

The undersigned, being a member of the board of directors of T. Buck Construction, Inc., do hereby consent to the adoption of the following resolutions without a meeting pursuant to RSA 292-A: 44:

RESOLVED: That Terry Buck, President, of the Corporation be and hereby is authorized and directed to execute for and behalf of the corporation, a bid with State of NH A duplex General Sect.  
For AAST Right of Way Room Reno and as President, to execute any other documents as may be deemed necessary in connection therewith.

Dated: As of: 4.20.17

Terry Buck Director



Terry Buck is the sole member of the corporation



Username Password

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# Search Results

**Current Search Terms: t-buck construction\* inc.\***

Your search for "t-buck construction\* inc.\*" returned the following results...

**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.

## Glossary

**Entity**  
T. Buck Construction, Inc.

Status: **Active**

**DUNS:** 199834102  
**Has Active Exclusion?:** No  
**Expiration Date:** 12/15/2017  
**Purpose of Registration:** All Awards

**CAGE Code:** 3GAC0  
**DoDAAC:**  
**Delinquent Federal Debt?:** No

[View Details](#)

### Search

### Results

Entity  
 Exclusion

### Search Filters

By Record Status  
 By Record Type



- Search Records
- Data Access
- Check Status
- About
- Help
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- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

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