



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 10, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Zak Payne Building Construction, (VC# 435953) Surry, NH, for a total price not to exceed \$495,154 for Carpentry Services. The term of the contract shall begin on February 8, 2023, or upon approval of the Governor and Executive Council whichever is later, through February 7, 2025, a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 2023, 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

EXPLANATION

In accordance with RSA 21-1:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property Management maintains 91 state owned buildings located throughout the State. This contract will be utilized to provide Carpentry Services for state owned buildings managed by the Department of Administrative Services located in Concord, Southern and Southeastern regions of the State.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property web site on November 3, 2022. In addition to posting the bid on our website, we also notified sixty-one (61) contractors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. Four bids were received. Zak Payne Building Construction was the low bidder. Attached is a copy of the bid summary.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Arlinghaus', is positioned above the printed name.

Charles M. Arlinghaus
Commissioner

Carpentry Services RFB DAS 314-23

November 22, 2022 @ 1:30 PM

Bid Award Summary Award by Region

Concord Region

Amoskeag Maintenance Services	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	2150	\$82.00	\$176,300	48	\$123.00	\$5,904	
Materials			\$145,000			\$5,000	
Sub Contractor Labor			\$155,000			\$5,200	
Equipment			\$15,000			\$500	
Concord Total			\$491,300			\$16,604	

Concord Region

Zak Payne Building Construction	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	2150	\$39.00	\$83,850	48	\$58.50	\$2,808	
Materials			\$145,000			\$5,000	
Sub Contractor Labor			\$155,000			\$5,200	
Equipment			\$15,000			\$500	
Concord Total			\$398,850			\$13,508	

Concord Region

Solid Roots Construction LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	2150	\$57.00	\$122,550	48	\$80.00	\$3,840	
Materials			\$145,000			\$5,000	
Sub Contractor Labor			\$155,000			\$5,200	
Equipment			\$15,000			\$500	
Concord Total			\$437,550			\$14,540	

Carpentry Services RFB DAS 314-23

November 22, 2022 @ 1:30 PM

Bid Award Summary Award by Region

South Region

Amoskeag Maintenance Services, LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$94.00	\$16,920	24	\$141.00	\$3,384	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$43,170			\$8,734	

South Region

Solid Roots Construction LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$57.00	\$10,260	24	\$80.00	\$1,920	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$36,510			\$7,270	

South Region

Zak Payne Building Construction	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$39.00	\$7,020	24	\$58.50	\$1,404	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$33,270			\$6,754	

Carpentry Services RFB DAS 314-23

November 22, 2022 @ 1:30 PM

Bid Award Summary Award by Region

South Region

Triple Construction, LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$135.00	\$24,300	24	\$210.00	\$5,040	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$50,550			\$10,390	

Carpentry Services RFB DAS 314-23

November 22, 2022 @ 1:30 PM

Bid Award Summary Award by Region

Seacoast Region

Solid Roots Construction LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$57.00	\$10,260	24	\$80.00	\$1,920	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$36,510			\$7,270	

Seacoast Region

Zak Payne Building Construction	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$49.00	\$8,820	24	\$98.00	\$2,352	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$35,070			\$7,702	

Seacoast Region

Triple Construction, LLC	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Description	Hours	Rate	Total	Hours	Rate	
Carpentry Services	180	\$145.00	\$26,100	24	\$220.00	\$5,280	
Materials			\$12,000			\$2,500	
Sub Contractor Labor			\$13,000			\$2,600	
Equipment			\$1,250			\$250	
Concord Total			\$52,350			\$10,630	

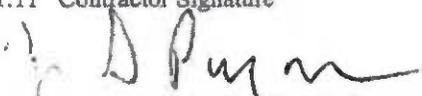
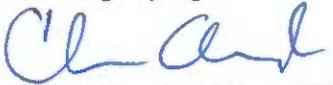
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name ZAK Payne Building Construction		1.4 Contractor Address 32 Wilbur Rd., Surry, NH 03431	
1.5 Contractor Phone Number 603-903-7668	1.6 Account Number Various	1.7 Completion Date February 7, 2025	1.8 Price Limitation \$495,154.00
1.9 Contracting Officer for State Agency Michael P. Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature  Date: 1/3/2023		1.12 Name and Title of Contractor Signatory Zachary S Payne, Owner	
1.13 State Agency Signature  Date: 1/7/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Lorrie A Rudis</u> Director, On: 1/6/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/18/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT "A"

SPECIAL PROVISIONS

1. **No Special Provisions.**

Contractor Initials ZSP
Date 1/3/23

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Carpentry Services" for state owned buildings located in the following regions:

Concord Area - Concord, Hooksett - Approximately 60 facilities

South Area – Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 facilities

Seacoast Area – Portsmouth, Dover, Brentwood, Rochester and Hampton Approximately 5 facilities

2. The term of this non-exclusive contract shall begin on February 8, 2023, or upon approval by the Governor and Executive Council, whichever is later, through February 7, 2025, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.
3. The State has the right to terminate this contract at any time giving the Contractor a thirty-day written notice.
4. The term, "Carpentry Services", as used above shall include providing all supervision, labor, materials, transportation, tools, and equipment necessary to satisfactorily complete the "Carpentry Services" as identified herein.
5. Individual projects shall not exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery and supplies etc., unless a waiver is granted by the Director of Plant and Property Management.
6. The Contractor shall submit a fixed price quote for individual projects at rates established in this contract. The fixed price quote shall contain a breakdown of labor (including any subcontractors), special equipment or machinery rental fees, permit fees and materials.
7. For emergency projects requiring immediate attention, the Contractor shall work on a Time and Materials basis subject to approval in advance by the State Project Manager.
8. If sub contractors are to be utilized, they must be approved by the State prior to a sub-contractor starting any work.
9. "Carpentry Services" shall include the following at a minimum:
 - a) Demolition of gypsum wallboard, plaster, metal, masonry, and wood wall systems.
 - b) Demolition, repair or replacement of flooring and subflooring systems.
 - c) Rough carpentry related to commercial construction of walls, doors, windows, and ceilings.
 - d) Finish carpentry related to commercial construction of walls, doors, windows, and ceilings.
 - e) Patching, caulking, priming, and painting or staining of renovated areas.
 - f) Installing ceramic and other wall tiles.
 - g) Demolition, repair, replacement of ceilings.
 - h) Demolition, repair, or replacement of suspended acoustical tile ceilings.
 - i) Demolition, repair, fabrication, installation, or replacement of cabinetry.
 - j) Installation and removal of temporary enclosures comprised of materials rated for the purpose.
 - k) Protection of flooring and countertop surfaces with builder board, ram board or equivalent.
 - l) Demolition, repair, or replacement of building envelope components.
 - m) Restoration cleaning of renovated areas.

10. All work shall be scheduled by the State Project Manager. All services performed under this Contract shall be performed between the hours of 7:00 AM to 5:00 PM unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the State Project Manager.
11. The Contractor shall secure any permits, schedule inspections and be on site during inspections. The Contractor shall ensure that inspections are made by the appropriate State and or local authority having jurisdiction.
12. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
13. The Contractor shall conduct their work so as to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices, and take such other precautions as may be necessary to protect life and property. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
14. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day and at the completion of work. The Contractor is responsible to properly dispose of any materials removed or replaced. In addition, any areas disturbed shall be restored to their original condition.
15. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.
16. The Contractor, their employees and any sub-contractors shall familiarize themselves and comply with all rules and regulations applicable to each project.
17. Prior to the start of any work at courthouses and some other state-owned facilities, the Contractor is required to provide criminal records from the Department of Safety, Division of State Police Criminal Records section for all their employees, all subcontractor employees and other related personnel who will be physically required to work at the respective state buildings. Anyone with a criminal history, other than traffic violations that have not been annulled will not be allowed to work at the project site. The Contractor shall be required to restrict entrance of their personnel into the state facilities and allow entrance only to authorized personnel with proper identification.
18. The Contractor shall initiate, maintain, and supervise all safety precautions and programs, in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
19. The Contractor shall also be aware of laws and regulation relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action(s) taken to dispose of, remove from the site, or otherwise contain the possible contaminants.
20. If at any time during the performance of the work required by the Contract, a Contractor finds, or has reason to suspect, the presence of asbestos, lead paint, or other hazardous materials in the work area, the Contractor shall immediately notify the State representative setting forth the observation, suspicions, and requesting instructions. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. At the same time, the Contractor shall withdraw all personnel from the potentially contaminated area. The Contractor shall fully cooperate with the State and perform any remedial work as directed.

21. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - a) All employees of the work and all other persons who may be affected thereby.
 - b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s).
22. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of this contract.
23. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques; sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State. The Contractor shall supply the State with all warranty information whether it be expressed or implied.
24. The Contractor shall take 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. The Contractor shall 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 such orders. The Contractor shall 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 is differed from what was estimated or expected, or account of the weather, elements, or other causes.
25. The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and all Carpentry Services shall be good quality free from faults and defects.
26. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work and labor furnished under this contract, shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
27. The State will require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees or subcontractors, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damage rendered thereby or any other 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 damage from payments to the Contractor.
28. The Contractor agrees that any damage or injury to the building, material, equipment, or to the property during the performance of these Carpentry Services shall be repaired at their own expense.
29. The Contractor shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.
30. The Contractor is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under this contract.

31. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems 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 and the State.
32. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
33. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
34. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
35. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Carpentry Services" at the rates listed below for a not to exceed total of **\$495,154.00** for the period commencing on February 8, 2023, or upon Governor and Council approval whichever is later through February 7, 2025 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. Individual Carpentry Services projects are not to exceed \$25,000, including all costs associated with any individual project, including labor (including sub contractors), materials, equipment rental and any permits etc., unless a waiver is granted by the Director of Plant and Property Management.
3. The Contractor shall submit a fixed priced quotes for individual Carpentry Services projects at rates established in this contract. The fixed price quotes shall include a breakdown of labor (including any subcontractors), special equipment or machinery rental, permit fees and materials.
4. For emergency projects requiring immediate attention, the Contractor shall work on a Time and Material basis subject to review and approval by the State Project Manager.
5. Hourly Rate – The Hourly Rate shall be for the actual amount of time per person at the respective job sites.
6. Materials – All materials shall be invoiced at a markup not to exceed 30% over contractors or subcontractor's cost.
7. Sub Contractor – Any work performed by subcontractors shall be invoiced at a mark up not to exceed 10% over contractor's cost. All subcontractors must be approved in advance by the State Project Manager.
8. Equipment- For any machinery or special equipment required to complete the Carpentry Services, the Contractor will receive a reasonable rental charge to which sum no percentage will be added. This rental charge shall be approved in advance by the State Project Manager before any work begins. The rental rate shall include an operator and all fuel, lubricants, and the upkeep of the equipment. Equipment does include small tools and accessories for small tools.
9. Permits – The Contractor shall secure all permits, schedule inspections and be on site during inspections. The Contractor will invoice the State for the cost of any permits or inspection fees, at no markup, as part of the Carpentry Services. The permit or inspection cost will be itemized on the detailed invoice at the completion of the work.
10. **Fixed Price Carpentry Services**
The Contractor shall submit fixed price quotes for individual projects at rates established in this contact. The fixed price quotes shall include a breakdown of labor (including and subcontractors), special equipment or machinery rental, permit fees and materials.

The following information is required on all invoices:

Dates and location of the services.

Detail of the work performed.

Copy of the fixed price quote.

11. **Time and Materials, Emergency Carpentry Services**

For emergency projects requiring immediate attention, the Contractor shall work on a Time and Materials basis subject to review and approval of the State Project Manager. The hourly rates shall be for the actual amount of time at the respective job sites.

The following additional information shall be included on all invoices for Carpentry Services provided under Time and Materials:

- Detail of work performed.
- Dates and location of services.
- Copy of the Contractor's material invoices to verify mark up.
- Daily time sheets and number of hours worked per person including any subcontractors.
- Copies of any subcontractor invoices.
- Copies any special equipment and or machinery rental invoices.
- Copies of any permit fees.

12. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

13. Rate Schedule

Concord Area
Concord, Hooksett - Approximately 60 facilities

Description	Per Person Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Per Person Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Carpentry Services	\$39.00	\$58.50

South
Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 facilities

Description	Per Person Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Per Person Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Carpentry Services	\$39.00	\$58.50

Seacoast
Portsmouth, Dover, Brentwood, Rochester, Hampton - Approximately 5 facilities

Description	Per Person Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Per Person Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Carpentry Services	\$49.00	\$98.00

14. The Contractor shall submit invoices to the State at the rates quoted in this contract. Invoices shall be submitted to the State after completion of the work to the requesting state agency. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the State.

Initials 2SP
Date 1/3/23

15. The Contractor shall submit invoices to the State at the following addresses:

Bureau of General Services
generalservices.accountspayable@das.nh.gov

Bureau of Court Facilities
diane.c.cantin@das.nh.gov

Bureau of Facilities and Asset Management
sherri.j.senechal@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ZAK PAYNE BUILDING CONSTRUCTION is a New Hampshire Trade Name registered to transact business in New Hampshire on March 04, 2015. 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: 722360

Certificate Number : 0005955528



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Zachary S. Payne, hereby certify that I am the Sole Proprietor
(Name)

of Zax Payne Building which is a tradename registered with the Secretary of State
(Name of Business) Construction

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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

DATED: 1/3/2023

ATTEST: Zachary S. Payne
(Name & Title)

State of NH
Cheshire County

Erika L. Payne, Notary Public

ERIKA L. PAYNE
Notary Public - New Hampshire
My Commission Expires February 7, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

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 The Hilb Group New England, LLC PO Box 806 Keene NH 03431		CONTACT NAME: Tim Manwaring PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: tmanwaring@hilbgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Main Street America Assurance Co	NAIC # 29939
		INSURER B: NGM Insurance Company	14788
		INSURER C: Benchmark Insurance Company	41394
		INSURER D:	
		INSURER E:	
		INSURER F:	

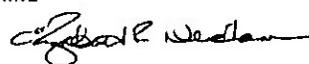
COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		MPP8576X	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMPOP AGG \$ 2,000,000	
						\$	
B	AUTOMOBILE LIABILITY		B2P8576X	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR		CUJ9881E	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		BRX10120004	06/07/2022	06/07/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000	
	(If yes, describe under DESCRIPTION OF OPERATIONS below)	Y				E.L. DISEASE - EA EMPLOYEE \$ 500,000	
		N/A				E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

3a state: NH
Sole proprietor Zachary Payne is excluded.

CERTIFICATE HOLDER State of NH, Department of Administrative Services, Charles Arlinghaus or designee 25 Capitol St, Room 120 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 
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