



State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

May 4, 2023

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

REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Emergency Services and Communications (DESC) to enter into a contract with Valkyrie Painting, LLC, (VC# 440096) Benton, NH in the amount of \$11,920.00 for painting services at DESC's Public Safety Answering Point (PSAP) in Concord, effective upon Governor and Council approval through December 31, 2023. 100% Agency Income.

Funding is available in the operating budget as follows:

02-23-23-236510-13950000 - Dept of Safety – DESC - Emergency Communications	<u>SFY 2023</u>
103-502664 – Contracts for OP Services.	\$11,920.00

EXPLANATION

This contract provides painting services at the Public Safety Answering Point (PSAP) within the Incident Planning and Operations Center (IPOC) in Concord which has been in operation since 2007 and in need of some minor updates. Due to the overall size and height of the room, the Department of Administrative Services, Bureau of General Services, is unable to provide these painting services. This is the first of several planned updates to the location.

Once the PSAP is re-painted, the worn anti-static carpet will be replaced, and new console furniture will be installed. These updates to the Concord PSAP help to ensure that NH's 911 Telecommunicators are working within a state-of-the-art facility when processing 911 calls and providing the best possible services to the citizens and visitors of New Hampshire.

A request for bids was posted on the Procurement and Support Services website from March 10, 2024 through March 24, 2023. Two bids were received and Valkyrie Painting, LLC was selected as the lowest cost bid.

Respectfully Submitted,

Robert L. Quinn
 Commissioner of Safety

BID SUMMARY FOR REQUEST FOR BID:	
RFB # RFB-DOS 2023-07	SERVICES BID: DESC E-911 Call Center Painting
DATE POSTED: March 10, 2023	DATE CLOSED: March 24, 2023

RFB SCORING SUMMARY				
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME VALKYRIE PAINTING, LLC COMPLIANT	VENDOR NAME BOUCHARD PAINTING COMPLIANT	
Total cost		\$11,920.00	\$24,450.00	
1. Cost	100	100	75	
TOTAL POINTS	100	100	75	

DEFINITIONS OF EACH SCORING CRITERIA
1. Costs – Total costs of project

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION/TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Brandon McGorry, Chief of Administration	Project Manager
Vanessa Stephen, Business Administrator I	Finance and Budgeting

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 Safety, Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Blvd Concord, NH 03305	
1.3 Contractor Name Valkyrie Painting, LLC		1.4 Contractor Address 445A Bradley Hill Road Benton, NH 03785	
1.5 Contractor Phone Number 603-514-0746	1.6 Account Unit and Class 02-23-23-236510-13950000- 103-502664	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$11,920.00
1.9 Contracting Officer for State Agency Brandon McGorry, Chief of Administration		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature <i>John Lozeau</i> Date: 3/24/23		1.12 Name and Title of Contractor Signatory John Lozeau, Owner	
1.13 State Agency Signature <i>[Signature]</i> Date: 5/5/23		1.14 Name and Title of State Agency Signatory Edyta Doucians Dep. Director Dept. of Safety	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>A.K.</i> On: 5/4/23			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 herof.

Exhibit A – Special Provisions

There are no changes to the States P37 document.

Exhibit B – Scope of Services

This contract is to procure a one-time painting service to paint the State of New Hampshire's Public Safety Answering Point (PSAP) located at The Department of Safety, Incident and Planning Operations Center, 110 Smokey Bear Blvd, Room 114, Concord, NH.

- Clean and Prep walls and trim for painting. Tape as necessary. Drop clothes as needed.
- Caulk on seams, perform any surface repairs using 950A Crylic Caulk; sand down as required.
- Patch and repair walls, as needed, sand down as required.
- Prime walls and trims, as needed.
- Paint all walls using Sherwin-Williams ProMar 200 Egg Shell. Additional coats as needed to ensure previous wall colors do not come through. Primary walls will be painted using SW 6743 "Mint Condition" and accent wall will be painting using SW 6231 "Rock Candy"
- Paint all trims using Sherwin-Williams SuperPaint Interior Latex Semi-Gloss. Additional coats as needed to ensure previous wall colors do not come through. Trims will be painted using SW 6231 "Rock Candy"
- Alcove areas within the room are non-weight bearing and will require the use of a lift to access the area.
- Clean and legally remove materials. The jobsite will be kept orderly and safe and a final complete clean-up will be done at the completion of the job.
- Provide standard manufacturer's warranty.
- Provide building permit, if required.
- Maintain required levels of workers compensation and general liability insurance.
- Additional Work (cost plus) UNDER NO CIRCUMSTANCES SHALL ANY ADDITIONAL WORK TAKE PLACE WITHOUT THE OWNER'S AUTHORIZATION

In performing its obligations under this Contract, Valkyrie Painting, LLC, agrees that any work created or prepared by the Vendor personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

The PSAP renovation project is a multi-phase project that includes various phases. The painting must be completed during the timeframe the State provides to ensure the other phases of the project are not delayed.

Valkyrie Painting, LLC shall supply all labor, tools, transportation, materials, equipment, permits as necessary, and required to perform services as described herein.

Exhibit C – Price and Payment Schedule

This is a Firm Fixed Price (FFP) Contract totaling \$11,920.00 for services as described above in Exhibit B to be completed by December 31, 2023. Valkyrie Painting, LLC shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Valkyrie Painting, LLC to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

In no event shall the total of all fees paid under this Agreement exceed \$11,920.00.

Activity / Deliverable	Location	Pricing
<p>Painting Services of Public Safety Answering Point.</p> <ul style="list-style-type: none"> • Clean and Prep walls and trim for painting. Tape as necessary. Drop clothes as needed. • Caulk on seams, perform any surface repairs using 950A Crylic Caulk; sand down as required. • Patch and repair walls, as needed, sand down as required. • Prime walls and trims, as needed. • Paint all walls using Sherwin-Williams ProMar 200 Egg Shell. Additional coats as needed to ensure previous wall colors do not come through. Primary walls will be painted using SW 6743 "Mint Condition" and accent wall will be painting using SW 6231 "Rock Candy" • Paint all trims using Sherwin-Williams SuperPaint Interior Latex Semi-Gloss. Additional coats as needed to ensure previous wall colors do not come through. Trims will be painted using SW 6231 "Rock Candy" • Alcove areas within the room are non-weight bearing and will require the use of a lift to access the area. • Clean and legally remove materials. The jobsite will be kept orderly and safe and a final complete clean-up will be done at the completion of the job. • Provide standard manufacturer's warranty. • Provide building permit, if required. 	<p>110 Smokey Bear Blvd Concord, NH 03305 Room 114</p>	<p>Labor: \$7,200 Materials: \$4,720</p>
TOTAL COST		\$11,920.00

Contractor Initials JL
Date 3/29/23

INVOICING:

Valkyrie Painting, LLC shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Valkyrie Painting, LLC shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent electronically to:

By E-mail:

accounts payable@dos.nh.gov

Or by USPS:

Department of Safety
Division of Emergency Services and Communications
Attention: Accounts Payable
33 Hazen Drive
Concord, NH 03305

PAYMENT ADDRESS:

All payments shall be sent to the following address:

Valkyrie Painting, LLC
445A Bradley Hill Road
Benton, NH 03785

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 VALKYRIE PAINTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 28, 2022. 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: 891893

Certificate Number : 0005050205



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of January A.D. 2022.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: VALKYRIE PAINTING LLC	Business ID: 891893
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 01/28/2022	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: N/A	
Principal Office Address: 445A BRADLEY HILL RD, Benton, NH, 03785, USA	Mailing Address: 445A BRADLEY HILL RD, Benton, NH, 03785, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2023
	Next Report Year: 2024
Duration: Perpetual	
Business Email: jlozeau60@gmail.com	Phone #: 603-514-0796
Notification Email: jlozeau60@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Construction	Painting and Wall Covering Contractors

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Principals Information

Name/Title	Business Address
JOHN LOZEAU / Manager	445A BRADLEY HILL RD, Benton, NH, 03785, USA

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Registered Agent Information

Name: JOHN LOZEAU

Registered Office Address: 445A BRADLEY HILL RD, Benton, NH, 03785 - 0378, USA

Registered Mailing Address: 445A BRADLEY HILL RD, Benton, NH, 03785, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)
 [Address History](#)
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© 2022 State of New Hampshire.

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, John Lozeau, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of Valkyne Painting LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 09/29/2023

ATTEST:

John Lozeau, owner
(Name & Title)

Valkyrie Painting, LLC
445A Bradley Hill Road
Benton, NH 03785

LLC Certification of Authority

I, John Lozeau, hereby certify that as of March 30, 2023, I am the Sole Member Owner/Manager of Valkyrie Painting, LLC, a limited liability company under RSA 304-C.

As the sole member, I do not carry workers compensation.

I certify that I am authorized to bind the LLC. I do carry general liability insurance for the LLC.

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 as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.

Attest:

John Lozeau
John Lozeau

Date:

3/31/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2023

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 GEICO Commercial Lines Program PO Box 5316 Binghamton, NY 13902	CONTACT NAME: GEICO Commercial Lines Program	
	PHONE (A/C, No, Ext): 877-515-2191	FAX (A/C, No):
	E-MAIL ADDRESS: commercialservice@homesite.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midvale Indemnity Company	
	NAIC # 27138	
INSURED VALKYRIE PAINTING LLC 445 A BRADLEY HILL RD BENTON NH 03785	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES

CERTIFICATE NUMBER: 3230101110344823581210504

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	GLP1105258	04/05/2023	04/05/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	AGGREGATE

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

Painting

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS 33 HAZEN CONCORD NH 03305

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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