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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Turnpikes
October 3, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Pescinski Painting, LLC. of Tilton NH, (Vendor # 300809) on the basis of a secondary low bid in the amount of \$93,000 for graffiti painting services at various locations along I-293, I-93 and NH 101, effective upon Governor and Council approval, through June 30, 2024. 23.7% Turnpike Funds & 76.3% Highway Funds.

Funds to support this request are available in the following accounts in State FY 2024:

	<u>FY 2024</u>
04-96-96-961017-70270000 Central Turnpike Maintenance 103-500741 Contracts for Operational Services, Graffiti Painting	\$22,000
04-96-96-960515-30070000 Highway Maintenance 103-500741 Contracts for Operational Services, Graffiti Painting	\$71,000

EXPLANATION

The Department's Bureau of Turnpikes and Bureau of Highway Maintenance have created a contract for graffiti removal at various problem locations along I-93, I-293 & NH-101. The graffiti painting contract includes 111 locations with the capability to include additional work in the same geographic location. The removal of graffiti is essential in order to maintain a visually appealing drive along these highway locations.

The Department advertised for bids on the Bureau of Turnpikes' and Purchase & Property websites from August 24 through September 7, 2023. Invitations to bid were sent to six bidders who have stated they had interest in the contract. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened. Three sealed bids were received and publicly opened on September 7, 2023 (bid results attached). CertaPro Painters of Southern NH was the low bidder to accept the graffiti

painting as required in the proposal for a total contract price of \$60,220. On October 3, 2023, CertaPro Painters declined the contract opportunity with the State of New Hampshire due to the State's contract terms. The second lowest bidder, Pescinski Painting, LLC. accepted the graffiti painting services proposal for a total contract price of \$93,000. The contract will begin following approval by the Governor and Council, through June 30, 2024.

This is the first time the Department has bid a graffiti removal contract for painting services. There are no previous contracts for comparison.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



William J. Cass, PE
Commissioner

Attachments
cc: J. Corcoran

**Department of Transportation
Graffiti Removal RFB TPK 2024-01
Bid Closing 9/7/23 @ 2:00 pm**

Company Name:

	CertaPro Painters of Southern NH	Smooth Paint & Remodeling LLC
Pescinski Painting LLC	Bid Amount	Bid Amount

Contract Terms

1. The CONTRACTOR agrees to paint over graffiti locations in **Section 1** inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5PM

A	\$ 14,000.00	\$ 12,821.00	\$ 21,000.00
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2. The CONTRACTOR agrees to paint over graffiti locations in **Section 2** inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5PM

B	\$ 19,000.00	\$ 11,203.00	\$ 29,000.00
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3. The CONTRACTOR agrees to paint over graffiti locations in **Section 3** inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5PM

C	\$ 14,000.00	\$ 14,747.00	\$ 20,000.00
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4. The CONTRACTOR agrees to paint over graffiti locations in **Section 4** inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5PM

D	\$ 12,000.00	\$ 8,499.00	\$ 16,000.00
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5. The CONTRACTOR agrees to paint over graffiti locations **not currently identified** or locations that have been re-graffitied in increments of half days (4 hours) based on a two (2) person labor crew including overhead, materials and travel at a fixed rate Monday through Friday 7 AM to 5PM, (per 1/2 Day)

Estimated 50 - ½ days

	\$ 680.00	\$ 259.00	\$ 320.00
	* 50 half days	* 50 half days	* 50 half days
E	\$ 34,000.00	\$ 12,950.00	\$ 16,000.00

Contract Total (A+B+C+D+E)

\$ 93,000.00	\$ 60,220.00	\$ 102,000.00
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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name The State of New Hampshire Department of Transportation		1.2 State Agency Address PO BOX 483 7 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Pescinski Painting LLC		1.4 Contractor Address 5 Orchard Drive Tilton, NH 03276	
1.5 Contractor Phone Number (603) 630-1460	1.6 Account Unit and Class Exhibit C	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$93,000.00
1.9 Contracting Officer for State Agency Michael Scrvetas, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature  Date: 10/3/2023		1.12 Name and Title of Contractor Signatory Tyler Pescinski, Owner	
1.13 State Agency Signature  Date: 10/5/23		1.14 Name and Title of State Agency Signatory DAVID ROBERTSON NH DOT ASSISTANT COMMISSIONER	
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>Samuel Burgess</i> On: 10/04/2023			
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 hereof.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01**

EXHIBIT A – SPECIAL PROVISIONS

No Special Provisions required by the DEPARTMENT.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01

EXHIBIT B – SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials and equipment required to paint over all graffiti throughout four (4) sections located on sections of I-293, I-93 and NH 101. There are 111 locations in total that are varying in size.
2. Provide all labor, materials, and equipment for ½ day (4 hours) with a minimum of a two (2) person crew required to painting over additional locations that are either added to the contract or areas that got re-graffitied located on sections of I-293, I-93 and NH 101. New locations will be requested through a work order and shall be completed within 1 week of submitting work order to contractor. Additional work locations will cover the same routes as section 1-4 with the possibly of going up to Exit 15 in Concord on I-93.
3. The DEPARTMENT shall provide any necessary personnel and equipment required for maintenance of traffic. Locations that require traffic control may have limited working hours due to peak traffic volumes and shall be coordinated with the Turnpikes Facilities Engineer. The CONTRACTOR shall require traffic control when equipment and/or vehicle cannot park further than 15' from travel way or behind barrier/guardrail.
4. The CONTRACTOR will not be required to clear brush or vegetation at any site.
5. The CONTRACTOR shall have yellow blinking lights on vehicles.
6. The CONTRACTOR shall coordinate with the Turnpikes Facilities Engineer during normal business hours, 7:00 am to 5:00 pm, Monday thru Friday, unless otherwise directed by the DEPARTMENT. The CONTRACTOR shall have the same work hours, unless approved by the DEPARTMENT.
7. The CONTRACTOR shall use an acrylic based, exterior paint by manufactures Behr, Sherwin Williams, Valspar or approved equal. The paint shall be color matched to the existing structure/location and shall be approved by DEPARTMENT before application.
8. The DEPARTMENT shall consider a location satisfactorily covered when the underlying graffiti is no longer visible to the naked eye. Number of coats of paint and painting application method shall be up to the CONTRACTOR'S means and methods.
9. The CONTRACTOR shall clean the surfaces from loose debris that would otherwise prevent a satisfactory application or the longevity of the paint.
10. The CONTRACTOR shall follow *ALL* paint manufacturers recommendations.
11. The DEPARTMENT may restrict the use of spray applied paint if there is a danger of overspray on to vehicles. All work must be performed in such a manner as to not negatively affect the traveling public. The CONTRACTOR shall be responsible in the event of overspray on to vehicles.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01

12. The CONTRACTOR shall be responsible for any damages caused by painting areas that were not supposed to be painted or other damages to structures.
13. The CONTRACTOR'S waste shall be properly disposed of by CONTRACTOR.
14. The CONTRACTOR shall not restrict motor-vehicle traffic or pedestrian traffic without prior approval from the DEPARTMENT. All work must be performed in such a manner as not to inconvenience the traveling public or pedestrians.
15. The contractor shall submit via email all locations to be worked on for any given week the week prior. All locations shall be discussed for access and determined if the DEPARTMENT needs to supplement any traffic control. Traffic control will be provided by the DEPARTMENT as available and will require a minimum of a five (5) business days' notice.
16. The CONTRACTOR shall, in performing the services as described herein, utilize personnel skilled in painting that are able to work near highspeed roadways. The CONTRACTOR shall have a sufficient number of trained personnel available so that graffiti is painted over promptly and there is noticeable progress. The CONTRACTOR shall be available to start painting within one (1) week of Governor and Council approval.
17. The CONTRACTOR should expect seasonal shutdowns based on weather conditions.
18. The CONTRACTOR shall take pictures of completed work before leaving the job site and a written summary of the work performed daily.
19. All work specified in No. one (1) shall be invoiced per section. The fixed rate shall be inclusive of labor, overhead, materials, and travel costs. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each section. The invoice must include the following:
 - a. Date work was done.
 - b. Brief description of work done.
 - c. Pictures to document completed work (with timestamps recommended).
 - d. Location of work per Exhibit D.
20. All work specified in No. two (2) shall be invoiced per half day (4 hours) based on a two (2) person crew, including travel time and materials. The fixed rate shall be inclusive of labor, overhead, materials, and travel costs. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each location. The invoice must include the following:
 - a. Date work was done.
 - b. Brief description of work done.
 - c. Pictures to document completed work (with timestamps recommended).
 - d. Number of 1/2 days worked.
 - e. Location of work

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01**

21. Itemized invoices shall be submitted after the completion of sections/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.
22. Invoices shall be sent to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, N.H. 03302-2950
Or
DOT-NHTurnpikesAP@dot.nh.gov

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices, and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations, and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit F) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01

C. WARRANTIES

1. The CONTRACTOR shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year. The CONTRACTOR shall not be responsible if painted locations get graffitied over again.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

D. OTHER

1. It is understood that the DEPARTMENT reserves the right to terminate this agreement at any time and for any reason, upon thirty (30) days written notice to the CONTRACTOR, at the address above.
2. The CONTRACTOR shall not assign, subcontract, or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of the DEPARTMENT.
3. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.
4. This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council and shall end on June 30, 2024.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01**

EXHIBIT C – CONTRACT PAYMENTS

1. The CONTRACTOR agrees to paint over graffiti locations in Section 1 inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5 PM, of: Fourteen Thousand Dollars (\$14,000.00).
2. The CONTRACTOR agrees to paint over graffiti locations in Section 2 inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5 PM, of: Nineteen Thousand Dollars (\$19,000.00).
3. The CONTRACTOR agrees to paint over graffiti locations in Section 3 inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5 PM, of: Fourteen Thousand Dollars (\$14,000.00).
4. The CONTRACTOR agrees to paint over graffiti locations in Section 4 inclusive of labor, overhead, materials, and travel costs at a fixed rate Monday through Friday 7 AM to 5 PM, of: Twelve Thousand Dollars (\$12,000.00).
5. The CONTRACTOR agrees to paint over graffiti locations not currently identified or locations that have been re-graffitied in increments of half days (4-hours) based on a two (2) person labor crew including overhead, materials and travel at a fixed rate Monday through Friday 7 AM to 5 PM, of: Six Hundred and Eighty Dollars 1/2 day (\$680.00 per ½ day) with an estimated 50 - ½ days for a total cost of: Thirty-Four Thousand Dollars (\$34,000.00).
6. The total contract price shall not exceed Ninety-Three Thousand Dollars and no cents (\$93,000.00).
7. Payments shall be made at the completion of the work sections or additional work and after the CONTRACTOR'S submission of invoices to the DEPARTMENT, indicating the work has been completed.
8. The DEPARTMENT shall record payments in the following account numbers:

04-96-96-961017-70270000-103-500741
04-96-96-960515-30070000-103-500741

Contracts for Operational Services
Contracts for Operational Services

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
RFB TPK 2024-01

EXHIBIT D – LOCATION LIST

EXHIBIT D (Page 1 of 2)	
NH DEPARTMENT OF TRANSPORTATION	
FOUR (4) PAINTING SECTIONS	
Section 1: 293 Northern (25 locations)	Section 3: 93 Northern (32 locations)
I-293 from Bridge at NH Rte. 3 to I-93/I-293 Split	I-93 from I-93/NH 101 Split to I-93/I-293 Split
Bedford-Manchester-Hooksett	Manchester-Hooksett
Bureau of Turnpike	District 5
Mile Marker 19.15 to Mile Marker 27.0	Mile Marker 19.0 to Mile Marker 26.0
Estimated Square Feet of Graffiti: 6,000 SF	Estimated Square Feet of Graffiti: 6,765 SF
Section 2: 293 Southern (27 locations)	Section 4: 93 Southern (27 locations)
I-293/NH 101 from I-293/NH 101 Split to I-93 Split	I-93 from I-93/NH 101 Split to I-93 MA Border
Bedford-Manchester	Manchester-Londonderry-Derry-Windham-Salem
District 5	District 5
Estimated Square Feet of Graffiti: 9,755 SF	Mile Marker 19.0 to Mile Marker 0.0
	Estimated Square Feet of Graffiti: 5,165 SF

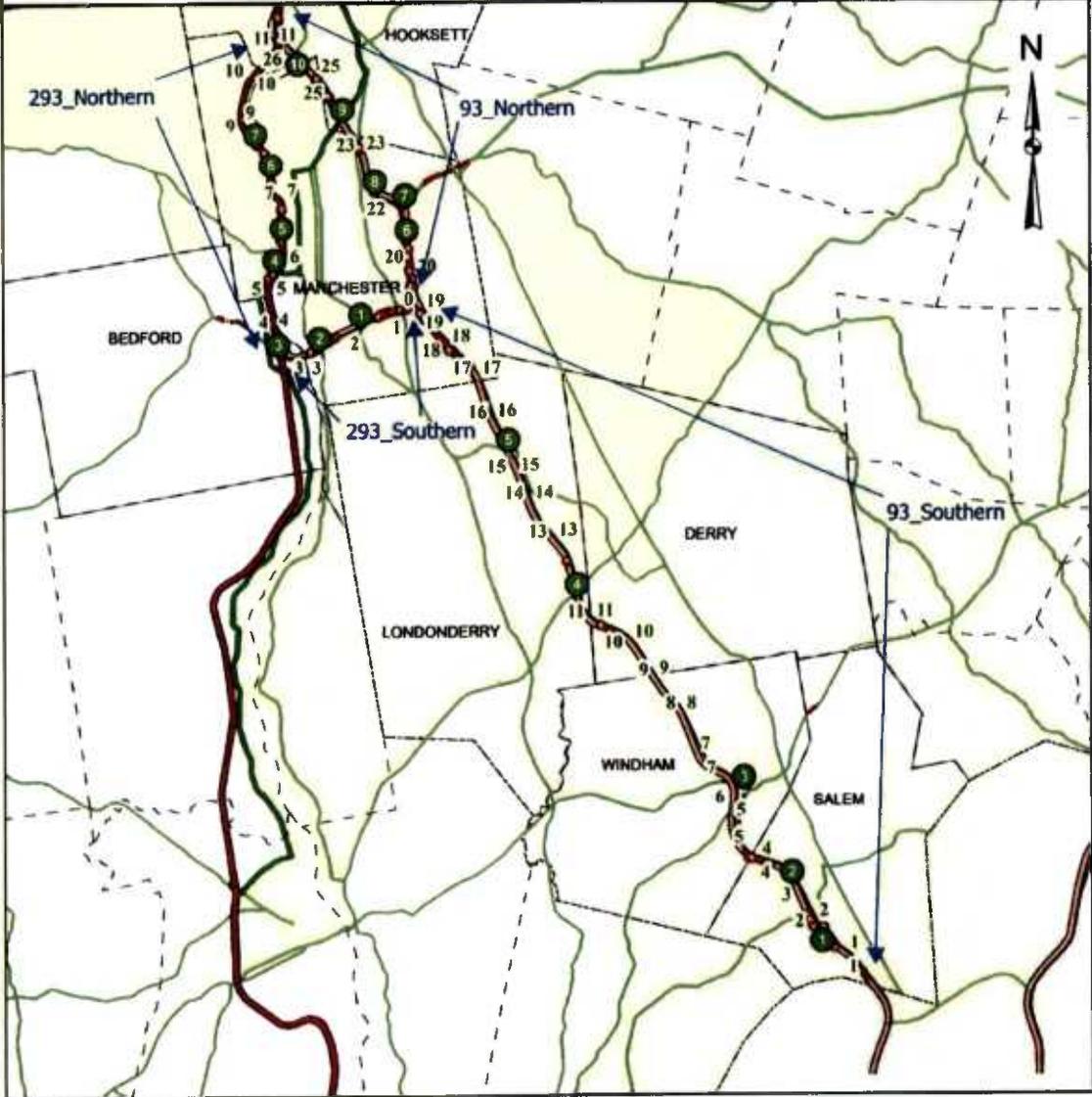
ADDITIONAL LOCATIONS: Locations can be added by notifying the vendor via email and approved work order. Additional work locations will cover the same routes as section 1-4 with the possibly of going up to Exit 15 in Concord on I-93.

Link to Web Viewer with location details and pictures:

<https://www.arcgis.com/apps/dashboards/a3d204dda28e41b5993bd6e37c3cc6ae>

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION
 PAINTING SERVICES THROUGHOUT SOUTHERN NH STATE INFRASTRUCTURE
 RFB TPK 2024-01

EXHIBIT D (Page 2 of 2)
FOUR (4) PAINTING SECTIONS



Legend

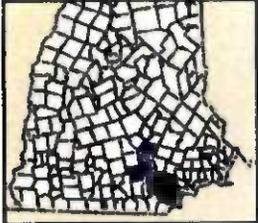
- Graffiti Removal Locations
- Turnpikes
- Interstates
- US Routes
- State Routes



Contract #: RFB-2024-01

3

Exit Numbers 10 Mile Markers





POLICY NUMBER: <i>ENV 1</i>		POLICY NAME: <i>ENVIRONMENTAL POLICY</i>	
ADOPTION DATE: <i>July 23, 2018</i>	LAST UPDATED: <i>February 3, 2023</i>		
POLICY APPROVED BY: <i>Commissioner, NHDOT</i>	SIGNATURE: <i>William Carr</i>		
RESPONSIBLE OFFICE: <i>Bureau of Environment</i>	CONTACT PERSON: <i>Administrator, Bureau of Environment</i>		
REQUIREMENTS: <i>All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.</i>	PROCEDURES AND RESOURCES: <ul style="list-style-type: none"> • <i>This Policy is supported by documents in the Standard Operating System (SOS) Index.</i> • <i>State and Federal Environmental Regulations</i> 		

POLICY STATEMENT

The New Hampshire Department of Transportation’s (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state’s transportation infrastructure, and when providing for public safety and the economic strength of the state.

SCOPE

This policy shall apply to all employees in all organizational units of NHDOT.

DEFINITIONS

Cultural and natural environment (collectively referred to as “environment”): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on the *SOS Index*.

COMMENTS

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.
2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.
3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.
4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.
5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.
6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.
7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.
8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.
9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.
10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.

11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.
12. The SOS and all documents pertaining to it will be located in the SOS *Index* on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

REQUIREMENTS

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

Tyler Pescinski
 Employee Name (printed)

10/3/2023
 Date

[Signature]
 Employee Signature

AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
2/3/2023	Biennial review resulted in no revisions	William Cass	Commissioner
7/23/2018	Original Policy Adopted	Victoria Sheehan	Commissioner



Contractor Safety & Environmental Checklist

Contractor Company Name: Pescinski Painting LLC
 Date Reviewed: 10/3/2023
 Project Description: Graffiti Painting
 Contractor Name: Tyler Pescinski

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted within 50 feet from any building.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equipment.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply with all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply with all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of SDS must be available on site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy ENV 1.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Contractor Initials: TMP

Date: 10/3/2023

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Tyler Pescinski, hereby certify that I am the Sole Proprietor
(Name)
of Pescinski Painting LLC which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and 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: 10/3/2023

ATTEST: Tyler Pescinski owner
(Name & Title)

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 PESCINSKI PAINTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 07, 2018. 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: **806775**

Certificate Number: **0006199257**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2023

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 CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032		CONTACT NAME: Teri Davis PHONE (AC No. Ext): (877) 562-8954 FAX (AC No.): (888) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
INSURED Pasinski Painting LLC 5 Orchard Drive Tilton NH 03276		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Co. MAIC # 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23/23 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.

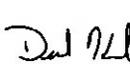
INER LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CLA 5503420-11	12/12/2022	12/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GL Expansion Endrt \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAA 5503421-11	12/12/2022	12/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL		CUA 5503422-11	12/12/2022	12/12/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCA 5507796	02/21/2023	02/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation 3A State(s): NH, MA, ME, VT. Excluded Officer: Tyler Pasinski

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Transportation 7 Hazen Dr Concord NH 03302	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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