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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

164

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 19, 2024

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 amend an existing contract with Bouchard Painting Inc., (VC # 400035) Derry, New Hampshire, for painting services on an as needed basis by exercising a contract renewal option by increasing the price limitation by \$40,000 from \$175,000 to \$215,000 and extending the completion date from May 17, 2024 to May 17, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on May 18, 2022, item #111.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 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-I:12, II, the Department of Administrative Services (DAS), 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." DAS maintains approximately 91 state owned facilities located throughout the State. This contract provides interior and exterior painting services for state owned facilities managed by the Department of Administrative Services located throughout the State.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property website on March 8, 2022. We also notified thirty two (32) contractors including twenty-two (22) that are registered with the Bureau of Purchase and Property regarding the bidding opportunity and only one bid was received. A copy of the bid results was included in the original submission to Governor and Council.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
April 19, 2024
Page 2 of 2

Based on the foregoing and due to the satisfactory nature of the business relationship to date, the Department of Administrative Services requests approval of the amendment to this contract.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ch Arlinghaus".

Charles M. Arlinghaus
Commissioner

Contract Amendment Painting Services

This AMENDMENT to the CONTRACT ("Amendment") is entered into this 10th day of April 2024, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter "State") and BOUCHARD PAINTING, INC., (hereinafter "Contractor") (the State and the Contractor may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, the Parties entered into a Contract approved by the New Hampshire Governor and Executive Council on May 18, 2022, Item # 111(Contract).

WHEREAS, the Contract has a provision to extend the initial term of two years for one additional year subject to approval by NH Governor and Council.

WHEREAS the Parties desire to extend the Contract one additional year ending on May 17, 2025.

NOW THEREFORE, the Parties mutually agree to amend the Contract, as follows:

1. Delete in its entirety section 1.4 Contractor Address and substitute therefore the following:
130 Warner Hill Road, Derry, NH 03038
2. Delete in its entirety section 1.7 Completion Date and substitute therefore the following:
1.7 Completion Date May 17, 2025
3. Delete in its entirety section 1.8 Price Limitation and substitute therefore the following:
1.8 Price Limitation \$215,000.00
4. Delete in its entirety, Exhibit B, Paragraph 3, and substitute therefore the following:
 2. The term of this non-exclusive contract shall begin on May 18, 2022, through May 17, 2025.
5. Delete in its entirety Exhibit C, Paragraph 1, and substitute therefore the following:
 1. The Contractor hereby agrees to provide "Painting Services" at the rates listed below for a not to exceed total of \$215,000.00 for the period commencing on May 18, 2022, through May 17, 2025 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
6. Delete in its entirety Exhibit C, Paragraph 9, and substitute invoices to the State at the following addresses:

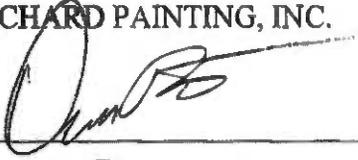
State of New Hampshire
Central Facilities Bureau
generalservices.accountspayable@das.nh.gov

State of New Hampshire
Bureau of Court Facilities
Diane Cantin
19 Pillsbury, Street
Concord, NH 03301

7. This Amendment shall be effective upon the date of approval by the New Hampshire Governor and Executive Council.
8. All other provisions of the Contract not modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

BOUCHARD PAINTING, INC.

BY: 

David Bouchard
(Print Name)

Title: President

Date: 4/10/24

STATE OF NEW HAMPSHIRE

BY: 

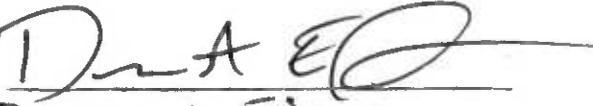
Charles Arlinghaus
(Print Name)

Title: Commissioner

Date: 4/27/24

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on May 1, 2024.

OFFICE OF THE ATTORNEY GENERAL

BY: 

Duncan A. Edger
Assistant Attorney General

This is to certify that the Governor and Council on _____ approved the above-mentioned amendment.

Secretary of State Dated: _____

By: _____
Secretary of State

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 BOUCHARD PAINTING INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 06, 1993. 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: 200293

Certificate Number : 0006669163

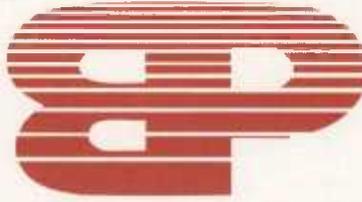


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Industrial and
Commercial

BOUCHARD PAINTING, INC.

Wall Coatings and
Coverings

I, David Bouchard, hereby certify that I am the sole owner, President and officer of Bouchard Painting, Inc.

I certify that I am authorized to bind the corporation. 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 corporation and that this authorization **shall remain valid for ninety (90) days.**

Dated: _____

4/10/24

Attest: _____

 / President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2024

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 DESANCTIS INSURANCE AGENCY INC 100 UNICORN PARK DRIVE WOBURN MA 01801	CONTACT NAME: Lindsay Raffael PHONE (A/C, No, Ext): (781) 935-8480 E-MAIL ADDRESS: lraffael@desanctisins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED BOUCHARD PAINTING INC 130 WARNER HILL RD DERRY NH 03038	INSURER A : HARTFORD UNDERWRITERS INS CO	NAIC # 30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 997622 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$
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	N/A	6S60UB6R33032A24	03/21/2024	03/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER State of NH Department of Admin Services Charles Arlinghaus, 25 Capital St. Rm 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 Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

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MLC
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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

April 20, 2022

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 Bouchard Painting, Inc., (VC# 400035) Derry, New Hampshire, for a total price not to exceed \$175,000 for interior and exterior painting services at several state owned buildings managed by the Department of Administrative Services. The term of the contract shall begin on May 18, 2022 or upon approval of the Governor and Executive Council whichever is later, through May 17, 2024, 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 2022, 2023 and 2024, 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

The Department of Administrative Services maintains 91 state owned buildings. This contract will provide interior and exterior painting services for state owned facilities managed by the Department of Administrative Services located throughout the State.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property web site on March 8, 2022. We also notified thirty two (32) contractors including twenty-two (22) that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. One bid was received. Attached is a copy of the bid results.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Department of Administrative Services		
RFB DAS 2022-08 Painting Services		
Bid Results		
3/29/2022		
All Regions		
Bouchard Painting, Inc.	Monday through Friday 6:00 AM to 5:00 PM	Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 5:59 AM
Preparation and Coating New Sheetrock (Includes minor sanding, primer and 2 finish coats)	Cost per Square Foot \$3.37	Cost per Square Foot \$4.33
Preparation and Coating Walls, Sheetrock, Plaster and Terra Cotta up to 12'. Interior surfaces (Includes minor repairs and two finish coats)	Cost per Square Foot \$2.28	Cost per Square Foot \$2.97
Additional Cost to add an additional finish coat to walls to cover color	Cost per Square Foot \$1.12	Cost per Square Foot \$1.45
Preparation & Coating Steel or Wooden Doors, frames and jambs both side (2 coats of finish)	Cost Each \$145.00	Cost Each \$188.50
Preparation, Coating and Recoating Block Walls (Includes preparation of surface and (2 coats of finish)	Cost per Square Foot \$2.87	Cost per Square Foot \$3.73
Interior Coatings requiring scaffolding or lift (Over 12' to 50' Includes minor repairs, and two finish coats) Scaffolding and or lift at cost plus 15%	Cost per Square Foot \$2.50	Cost per Square Foot \$3.50
Exterior Coatings, Includes scraping, caulking an minor repairs and two coats of paint. Any work over 16' to 100' requiring scaffolding and or boom. Scaffolding and or boom at cost plus 15%	Cost per Square Foot \$2.85	Cost per Square Foot \$3.70
Wall Coverings Preparation and Hanging of Wall Coverings	Cost per Square Foot \$5.50	Cost per Square Foot \$7.15
Removal of Existing Wall Coverings	Hourly Rate Per Person \$85.00	Hourly Rate Per Person \$110.50
Major Sheet Rock Repair Carpenter	Hourly Rate Per Person \$110.00	Hourly Rate Per Person \$143.00
Major Sheet Rock Repair General Laborer	Hourly Rate Per Person \$85.00	Hourly Rate Per Person \$110.50
No other bids submitted. Contract award pending upon approval of Governor and Council		
excel/mike/other/RFB DAS 2022-08 Painting Services Bid Results 3292022		

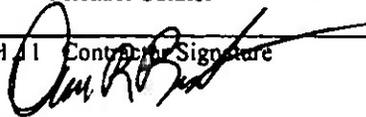
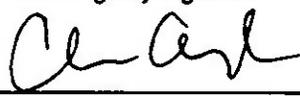
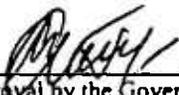
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 417 Concord, NH 03301	
1.3 Contractor Name Bouchar Painting Inc.		1.4 Contractor Address 1 Corporate Park Drive Derry, NH 03038	
1.5 Contractor Phone Number 603-434-0773	1.6 Account Number Various	1.7 Completion Date May 17, 2024	1.8 Price Limitation \$175,000.00
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature  Date: 4/8/22		1.12 Name and Title of Contractor Signatory David R Bouchar / President	
1.13 State Agency Signature  Date: 4-25-22		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: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/25/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number; _____ G&C Meeting Date: _____			

Contractor Initials DB
Date 4/8/22

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 Initials AB
Date 4/8/27

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 OB
Date 7/9/20

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Painting Services" for the following locations. The State reserves the right to add or delete locations per region. The Contractor shall provide all supervision, labor, coatings, materials, supplies, transportation, tools, equipment and proper disposal of any non-regulated waste to satisfactorily complete the Painting Services as detailed herein.

Concord Region		
Name/Facility	Address	Town
Bridges House	21 Mountain Road	Concord
Brown Building	129 Pleasant Street	Concord
Dolloff Building	117 Pleasant Street	Concord
DOT Mechanical Services	226 Sheep Davis Road	Concord
DOT Materials and Research	5 Hazen Drive	Concord
Grounds Shop	79 South Fruit Street	Concord
Health & Human Services	27-29 Hazen Drive	Concord
Homeland Security	224 Sheep Davis Road	Concord
Johnson Hall	107 Pleasant Street	Concord
Dept of Justice	33 Capitol Street	Concord
Laundry Building	127 Pleasant Street	Concord
Legislative Office Building	33 North State Street	Concord
Liberty House	119 Pleasant Street	Concord
Londergan Hall	101 Pleasant Street	Concord
Main Building	105 Pleasant Street	Concord
Medical & Surgical Building	109 Pleasant Street	Concord
Morton Building	7 Hazen Drive	Concord
Motor Vehicle	23 Hazen Drive	Concord
NH Hospital Annex	115 Pleasant Street	Concord
NH Hospital Warehouse	131 Pleasant Street	Concord
Old Labor Building	19 Pillsbury Street	Concord
Old Revenue Building	64 South Street	Concord
Paint and Carpentry Shop	65 South Fruit Street	Concord
Records and Archives	71 South Fruit Street	Concord
Safety Building	33 Hazen Drive	Concord
Spaulding Hall	95 Pleasant Street	Concord
State House	107 North Main Street	Concord
State House Annex	25 Capitol Street	Concord
State Library	20 Park Street	Concord
Storrs Street Garage	90 Storrs Street	Concord
Thayer Building	97 Pleasant Street	Concord
Transportation Garage	133 Pleasant Street	Concord
Upham Walker House	18 Park Street	Concord
Warehouse	12 Hills Avenue	Concord

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South Region		
Name/Facility	Address	Town
Hillsborough County Court North	300 Chestnut Street	Manchester
Manchester Circuit Court	35 Amherst Street	Manchester
Hillsborough County South	30 Spring Street	Nashua
Derry Circuit Court	10 Courthouse Lane	Derry
Milford Circuit Court	4 Meadowbrook Drive	Milford
Merrimack Circuit Court	4 Baboosic Lake Road	Merrimack

Central Region		
Name/Facility	Address	Town
Laconia Circuit Court	26 Academy Road	Laconia
Plymouth Circuit Court	26 Green Street	Plymouth
Franklin Circuit Court	7 Hancock Terrace	Franklin
Lakes Region Campus	1 Right Way Path	Laconia

Seacoast Region		
Name/Facility	Address	Town
Portsmouth Circuit Court	111 Parrott Avenue	Portsmouth
Dover Circuit Court	25 Saint Thomas Street	Dover
Rochester Circuit Court	76 North Main Street	Rochester
Hampton Circuit Court	3 Timber Swamp Road	Hampton
Rockingham County Superior Court	#10 Route 125	Brentwood

North Region		
Name/Facility	Address	Town
Coos County Superior Court	55 School Street	Lancaster
Carroll County Superior Court	96 Water Village Road	Ossipee
Conway Circuit Court	35 East Conway Road	Center Conway

West Region		
Name/Facility	Address	Town
Jaffrey Circuit Court	84 Peterborough Street	Jaffrey
Lebanon Circuit Court	38 Centerra Parkway	Lebanon

- The Contractor shall submit a not to exceed quote for individual projects at rates established in Exhibit C, Payment Terms. Individual projects shall not exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, machinery and supplies etc., unless a waiver is granted by the Director of Plant and Property Management.
- The term of this non-exclusive contract shall begin on May 18, 2022 or upon approval of the Governor and Executive Council whichever is later, through May 17, 2024 a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions agreed upon by both parties. Any such extension shall be subject to NH Governor and Council approval.

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4. "Painting Services" shall include the following at a minimum: preparation and coating of new sheetrock, preparation and coating of existing interior sheetrock and or plaster walls up to 50' high, preparation and coating of exterior building materials up to 100' high, preparation and coating steel and or wooden doors and jambs, preparation and coating of concrete walls, preparation and hanging of wallpaper, removal of wall coverings and major sheetrock repair.

5. Materials & Supplies

- a. All coatings required for newly constructed and existing sheetrock, terra cotta or plaster walls and ceilings will be the current State of New Hampshire standard; Benjamin Moore Brand "Ultra Spec 500" coatings, low Volatile Organic Compounds (VOC); Sherwin Williams Brand "Pro Mar 200"; Pittsburgh Brand "Manor Hall", or equivalent, as determined by State Project Manager or his/her designee.
- b. The State of New Hampshire standard used for all block walls; Benjamin Moore Brand "Ultra Spec 500"; Sherwin Williams Brand "Pro Mar 200"; Pittsburgh Brand "Manor Hall", or equivalent, as determined by the State Project Manager or his or her designee.
- c. The State of New Hampshire standard used for all exterior siding and trim; Benjamin Moore Brand "ben"; Sherwin Williams Brand "Superpaint"; Pittsburgh Brand "Sun Proof", or equivalent, as determined by the State Project Manager.
- d. The sheen or finish, and specialty coatings, such as epoxies, varnishes, stains, flexible, water resistant, or faux finishes, etc., as determined by the State Project Manager. The State shall pay the incremental cost plus 10% for any such specialty coatings subject to approval in advance of the State Project Manager.
- e. If applied coating fails to adhere to surfaces due to noncompliance with regard to manufacturer's specifications, it shall be the Contractor's responsibility to remove failing coating, properly prepare surface and recoat at the Contractor's expense.
- f. The Contractor must furnish all industry specific materials, tools and supplies necessary to perform the Painting services requested in a safe and effective manner, including, but not limited to the following:
 - i. Brushes, rollers, tape, containers, pans, buckets, etc., to utilize during application.
 - ii. Any materials for masking and/or protection of surfaces, flooring, equipment and/or fixtures not being coated.
 - iii. Scaffolding, ladders and extension devices used for application on elevated surfaces allowing the Contractor to reach the highest point, at a given location, in a safe and efficient manner. Any scaffolding, booms or lifts required to complete the Painting Services shall be reimbursed by the State at rates as detailed in Exhibit C, subject to prior approval by the State Project Manager.
 - iv. Under no circumstance will the Contractor use the State's tools.

6. Coating Preparation

- a. The Contractor shall perform the preparation of all surfaces for coating, including, but not limited to the following: sheetrock walls, terra cotta and plaster walls, previously prepared walls (vinyl and paper wall covering), exterior siding and trim, masonry surfaces, concrete block walls, steel and wood doors, steel door frames, etc.
- b. The Contractor shall include minor repair of wall and surfaces as part of the required coating preparation services. The minor repairs include but not limited to, patching small nail holes, small scrapes and gouges, holes left from anchors, and other minor drywall or plaster wall repairs. Any significant damaged or defective wall coverings shall be reported to the State Project Manager.

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- c. New Construction Sheetrock: Preparation and coating of newly constructed sheetrock walls shall consist of priming and minor sanding.
- d. Existing Construction Walls: Preparation and recoating of existing sheetrock walls, terra cotta and plaster walls, includes minor repair/spackling surface nicks and holes.
 - i. The Contractor shall provide adequate coating coverage to cover the existing color.
 - ii. Additional coating necessary to cover colors, other than the existing, shall be quoted separately on an as needed basis at rates as detailed in Exhibit C, subject to prior approval by the State Project Manager.
- e. Existing Block Walls: Preparation and coating of existing block walls includes sanding, scraping and or wire brushing surfaces, caulking any surface gaps nicks and holes with two coats of finish paint.
- f. Doors, frames and Jambs: Preparation and coating of steel or wooden doors, jambs and frames, typical size 36"x 80", shall include primer, coatings, stain and sealer. Coatings on metal doors, jambs and frames shall be Benjamin Moore "Ultra Spec HP D.T.M. Acrylic Gloss Enamel" or Sherwin Williams Brand "Pro Industrial D.T.M. Acrylic Gloss Enamel" or equivalent, as determined by the State Project Manager.
- g. Exterior Siding and Trim: Preparation and recoating of exterior siding and trim includes scraping, minor repair/filling, caulking surface gaps, nicks and holes.
- h. The Contractor shall provide major sheetrock repair including replacement of defective or damaged sheetrock and new sheetrock required for the completion of the work. Materials shall be at rates as detailed in Exhibit C, subject to prior approval by the State Project Manager.
- i. Moving of equipment and/or furniture in occupied offices, etc., is the responsibility of the State.

7. Coating Protection

- a. "Wet Paint" signs with the appropriate date shall be posted, and subsequently removed, during application by the Contractor.
- b. The Contractor shall protect surrounding areas and surfaces to preclude damage during the work.
- c. During work progress, the Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris, etc.
- d. The Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.
- e. The Contractor shall be responsible for any damage due to misplaced coatings.
- f. The Contractor shall erect barriers as necessary to protect staff and visitors during the performance of the work.
- g. The Contractor shall be responsible for any damage caused by their employees or equipment. Such damages include but are not limited to: coatings applied, either on purpose or by accident, to floor, furniture, equipment and other structures not intended to be coated.

8. Coating Application

- a. The Contractor shall roll or brush all surfaces. No spraying will be allowed unless authorized by the State Project Manager.

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- b. The Contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for the indicated surface.
- c. The Contractor shall apply coatings to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.
- d. The Contractor shall allow manufacturer's specified drying time, taking into account the ambient weather conditions at the time of application, and ensure proper coating adhesion for each coat before applying next coat.
- e. At least two (2) coats of finish coating will be applied, unless specified by the State Project Manager.
- f. The Contractor shall contact the State for approval of additional coats if undercoats or other conditions show through the topcoat.
- g. All coating products shall be mixed by the Contractor.
- h. Coatings that have settled to a condition that makes mixing difficult shall be removed from job.
- i. Skins and other irregular particles shall be removed by straining with fine nylon.
- j. Only clean equipment and tools shall be used.
- k. The Contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.
- l. The Contractor shall not coat over code-required labels, equipment name identification, performance ratings, or nomenclature plates.
- m. The Contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim, and other items to protect from contact with coatings.
- n. The Contractor shall make every effort possible to minimize the accumulation of fumes, including the provision of supplemental ventilation if deemed necessary by the State.

9. Post Coating Clean-Up

- a. All unused coatings, sealed in its original container, free of foreign material and residue, shall be returned to the State.
- b. The Contractor shall establish and maintain storage conditions for coatings in accordance with the manufacturer's instructions.
- c. The Contractor shall dispose of regulated waste in accordance with all applicable federal, state and local laws and ordinances. No use of State dumpsters or trash receptacles is allowed unless authorized by the State.
- d. After coating application completion, the Contractor shall clean spattered surfaces and remove spattered coatings by washing, scraping or other methods. The Contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with coatings.
- e. The State will relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
- f. The Contractor shall remove protective materials.
- g. The premises and work site shall present a neat, orderly and workmanlike appearance at all times. The Contractor shall keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by his/her operations. The Contractor shall remove rubbish, empty cans, rags and other discarded material daily.

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10. Industry Specific Standards

- a. The Contractor shall provide services in accordance with all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to, health, safety, limitations of the methods and materials to be used, or the actions of those engaged in this kind of work.
- b. The Contractor shall comply with RSA 277:5-a. All of the Contractor's employees shall hold at least an OSHA 10 certification.
- c. All of the Contractor's employees shall be certified EPA Lead Safe Renovators.
- d. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.
- e. The Contractor must give immediate notice to the State of any condition deemed hazardous to staff and/or visitors of the State.
- f. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the work.
- g. 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 and or sub contractors performing the work and all other persons who may be affected thereby;
 - b) State employees, building visitors, state facilities and vehicles or equipment adjacent to the work areas.
- h. The Contractor is advised that lead, mold, pcbs, asbestos and other hazardous substances may be present on the State's buildings.
 - i. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material, Painting Services shall be immediately suspended in the project area and the State Project Manager notified.
 - ii. 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 work in the area.
 - iii. The Contractor shall fully cooperate with the State and perform remedial work as directed. Work shall continue in other areas of the project unless otherwise directed.
 - iv. The Contractor must comply with all State and federal regulations regarding handling and disposal of all contaminated waste materials generated on the job site.
 - v. Safety Data Sheets (SDS) must be furnished on all products/materials, which require them under the provisions of the New Hampshire "Right to Know" law (RSA 277-A) or the OSHA Hazard Communications Standard.
- i. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

11. Responsibilities & Qualifications

- a. All workers must be direct employees of the Contractor. The use of sub-contracted labor is not permitted unless approved in advance by the State.
- b. The Contractor shall have a minimum of three years' experience providing commercial/industrial Painting services as described herein.
- c. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.

- d. 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 portion of the work.
- e. The Contractor shall be regularly engaged with their personnel throughout all services outlined in this contract. The Contractor shall designate an on-site job leader or foreman for each project to be the on-site representative of the Contractor at all times for the duration of the work.
- f. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.
- g. 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.
- h. 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, labor furnished under this contract(s), 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 described herein.
- i. 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. They 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 him 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.
- j. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

12. Hours

- a. The Contractor's typical working hours will range from 6:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which will require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established at the beginning of each project.
- b. The State will make every effort to group projects so that the Contractor's employees can be assigned to work at a building for a full workday; or so that Contractor's employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the State.

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13. Guarantee

- a. The Contractor shall fully guarantee all workmanship and products furnished and installed under this contract against defect for two (2) years after completion. Defects will be repaired or replaced at no charge to the State.
- b. The Contractor shall supply the State with all warranty information whether it be expressed or implied.
- c. All paint and supplies shall be new and original manufacturer (OEM).
- c. The Contractor is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
- d. The State reserves the right to make all final decisions to determine whether repair or replacement of any material of equipment included in the scope of the project.
- f. The Contractor shall not shut down any equipment unless permission is first obtained by the State. The Contractor shall comply with all federally mandated OSHA lockout/tag out procedures.
- g. The Contractor shall keep the State informed of the status of all work in progress on a daily basis. The Contractor shall supply, when requested by the State, a written accounting including, but not limited to estimated completion date, material delivery dates, and accrued and projected job costs. The failure to do so will delay processing of invoices.
- h. The Contractor shall ensure that all work is completed in a professional manner.
- i. The Contractor shall be 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.
- j. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages 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 damages from payments to the Contractor.
- k. 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.

14. Procedural Requirements

- a. The Contractor shall submit not to exceed quotes for individual projects at rates established in the contract.
- b. All Painting Services shall be scheduled by the State Project Manager from the Department of Administrative Services.
- c. The Contractor shall comply with all procedural instructions that may be issued from time to time by the State.
- d. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the Contractor receives written approval from the State.

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Date _____

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- e. Should the Contractor find at any time that existing conditions make modifications in requirements desirable, they shall promptly report such matters to the State Project Manager for consideration.
- f. The Contractor, or their authorized representatives, shall meet periodically with the State Project Manager to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.

15. Contractor Personnel

- a. While on State property:
 - i. All personnel shall observe all rules and regulations in effect at the State governing safety and personal conduct.
 - ii. Contractor's employees shall be subject to control of the State, but under no circumstances, shall such persons be deemed employees of the State.
 - iii. Contractor's personnel shall not represent themselves or be considered as employees of the State of New Hampshire.
- b. Criminal background checks are required for all non-State personnel performing work at certain State Buildings. The Contractor shall be responsible to provide and pay for any required criminal background checks. The Contractor is required to take all reasonable steps to assure that their employees do not represent a threat to the employees and building visitors. Failure to comply with this requirement may result in immediate termination of any award or contract.
- c. The Contractor shall provide a complete list of names of all employees, including supervisors, which may be working on a project-by-project basis.
- d. The Contractor shall remove from a State work place any of its employees who are found to be unacceptable by the State. Such requests shall not be unreasonable, are the sole decision of the State, and are not subject to negotiation.
- e. The Contractor shall provide proper identification for all their employees. While on State premises, all Contractor employees must wear attire that identifies them as employees of the Contractor with identification visible from both the front and the back.
- f. Vehicles shall be clearly identified as Contractor's vehicles and be maintained in a neat, clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write the English language. It shall be the Contractor's responsibility to see that their employees render quiet and courteous service.
- g. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- h. 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.
- i. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

16. Contractor's Property

- a. The Contractor shall adequately secure and protect their own tools, equipment, materials and supplies. The State assumes no liability for any damage, theft or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.

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- b. Upon completion of the Painting Services, the Contractor shall remove all their tools, equipment, machinery, temporary staging, false work, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, etc. from the project site.

17. PERFORMING SERVICES:

- a. The Contractor shall perform all Painting Services according to the requirements and specifications described herein.
- b. The Contractor shall provide all supervision, labor, coatings, materials, supplies, transportation, tools, equipment and proper disposal of any non-regulated waste to satisfactorily complete the Painting Services as described herein.
- c. Any special coatings other than those specified herein shall be approved in advance by the State Project Manager.
- d. The Contractor shall contact the State Project Manager for approval of additional coats of paint if undercoats or other conditions show through the top coat. Any additional coatings shall be quoted separately using the rates detailed in Exhibit C, Payment Terms.
- e. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.

Contractor Initials OB
Date 9/8/22

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Painting Services " at the rates listed below for a not to exceed total of **\$175,000.00** for the period commencing on May 18, 2022, or upon Governor and Council approval whichever is later through May 17, 2024 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. The Contractor shall provide firm fixed price quotes to the State based on the rates listed below. Any travel time, mileage or travel expenses are included in the rates listed below.
3. No other special charges, surcharges, processing charges or fuel charges of any kind (by whatever name) shall be allowed.

4. Rate Schedule

All Locations

Description	Monday through Friday 6:00 AM to 5:00 PM	Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 5:59 AM
Preparation and Coating New Sheetrock (Includes minor sanding, primer and 2 finish coats)	Cost Per Square Foot \$3.37	Cost Per Square Foot \$4.33
Preparation and Coating Walls, Sheetrock, Plaster and Terra-Cotta up to 12'. Interior surfaces (Includes minor repairs, and two finish coats)	Cost Per Square Foot \$2.28	Cost Per Square Foot \$2.97
Additional Cost to add an additional finish coat to walls to cover color	Cost Per Square Foot \$1.12	Cost Per Square Foot \$1.45
Preparation & Coating Steel or Wooden Doors, frames and jambs both sides (2 coats of finish)	Cost Each \$145.00	Cost Each \$188.50
Preparation, Coating and Recoating Block Walls (Includes preparation of surface and 2 coats of finish)	Cost Per Square Foot \$2.87	Cost Per Square Foot \$3.73
Interior Coatings requiring scaffolding or lift (Over 12' to 50' Includes minor repairs, and two finish coats) Scaffolding and or lift at cost plus 15%	Cost Per Square Foot \$2.50	Cost Per Square Foot \$3.50
Exterior Coatings, Includes scarping, caulking and minor repairs and two coats of paint. Any work from 16" to 100' requiring scaffolding and or boom, rate for scaffolding or boom at cost plus 15%.	Cost Per Square Foot \$2.85	Cost Per Square Foot \$3.70

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Description	Monday through Friday 6:00 AM to 5:00 PM	Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 5:59 AM
Wall Coverings Preparation and Hanging of Wall Coverings	Cost Per Square Foot \$5.50	Cost Per Square Foot \$7.15
Removal of Existing Wall Coverings	Hourly Rate Per Person \$85.00	Hourly Rate Per Person \$110.50
Major Sheet Rock Repair Carpenter	Hourly Rate Per Person \$110.00	Hourly Rate Per Person \$143.00
Major Sheet Rock Repair General Laborer I	Hourly Rate Per Person \$85.00	Hourly Rate Per Person \$110.50

5. The cost for any scaffolding, lifts and or booms required to complete interior or exterior painting shall be reimbursed at the Contractor's cost plus 15% subject to approval in advance by the State Project Manager. The Contract shall provide proof of cost with all invoices.

6. The following information is required on all invoices:

Dates and location of the services;
Detail of the work performed.

7. The Contractor shall submit invoices to the State based upon their fixed quotes at rates listed above. Invoices shall be submitted to the State after completion of the work to the requesting state agency.

8. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

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

State of New Hampshire
Bureau of General Services
Kristen Glover
25 Capitol Street, Room 112
Concord, NH 03301

State of New Hampshire
Bureau of Court Facilities
Diane Cantin
25 Capitol Street, Room 111
Concord, NH 03301

State of New Hampshire
Bureau of Facilities and Asset Management
Sherri Senechal
129 Pleasant Street
Concord, NH 03301

Contractor Initials OB
Date 4/8/22

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 BOUCHARD PAINTING INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 06, 1993. 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: 200293

Certificate Number: 0005762775



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



BOUCHARD PAINTING, INC.

Industrial and
Commercial

Wall Coatings and
Coverings

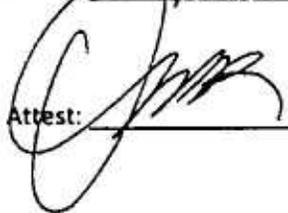
I, David Boucharde, hereby certify that I am the sole owner, President and officer of Boucharde Painting, Inc.

I certify that I am authorized to bind the corporation. 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 corporation and that this authorization shall remain valid for thirty (30) days.

Dated: _____

4/19/22

Attest: _____

 David Boucharde / Pres



BOUCPAI-01

LRAFFAEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2022

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 DeSanctis Insurance Agency, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME: Lindsay Raffael	
	PHONE (A/C, No., Ext.): (781) 569-0120	FAX (A/C, No.):
	E-MAIL ADDRESS: lraffael@desanctisins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	NAIC # 24082
	INSURER B: The Ohio Casualty Insurance Company	24074
INSURED Bouchard Painting, Inc. 1 Corporate Park Dr., #5 Derry, NH 03038	INSURER C: Technology Insurance Company, Inc	42378
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR RWD	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 <input checked="" type="checkbox"/> Lmt Poll GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU			BKS57875557	3/21/2022	3/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57875557	3/21/2022	3/21/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57875557	3/21/2022	3/21/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
C	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	N/A	TBA/ NH	3/21/2022	3/21/2023	PER RETIRED OTH-ER 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)

Evidence of coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Charles Arlinghaus or designee 25 Capital St, Rm 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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NH DEPT OF JUSTICE
APR 25 2022 @ 10:41