

The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 15, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTIONS

- 1. Authorize the Department of Environmental Services (DES) to enter into an agreement with Craig A. Parker dba Bedford Sealcoating & Parking Lot Maintenance (VC #157844) Bedford, New Hampshire in the amount of \$22,750.00 for crack sealing the River Street Access Road, effective upon Governor and Council approval through June 30, 2013. 100% WRBP Funds.
- 2. Further authorize that a contingency in the amount of \$3,500 be approved for payment of additional material which may be required during the crack sealing process, effective upon Governor and Council approval through June 30, 2013. 100% WRBP Funds.

Funding is available in the account as follows.

03-44-44-442010-1300-048-500226

<u>FY 13</u> \$26,250.00

Dept Environmental Services, Winnipesaukee River Basin, Buildings & Grounds

EXPLANATION

Approval of this contract will result in the preparation and crack sealing of the River Street Access Road to the Franklin Wastewater Treatment Plant. The Department of Environmental Services, under its Winnipesaukee River Basin Program (WRBP), owns and operates the regional wastewater collection and treatment system in the Lakes Region on behalf of the ten communities which receive the benefit of the service. The treatment plant is located at the end of the very long (2.5 mile) access road. The road has been in existence for nearly thirty years and has received only limited maintenance in this period, primarily to address emergency or necessary spot repairs. The road is not only required for access by treatment plant staff, but allows regional haulers access to the facility for septage disposal.

The purpose of sealing cracks in asphalt is to protect the structure of the pavement from premature failure. Cracks left unsealed allow water intrusion and incompressible debris retention in the crack opening. Water intrusion in the cracks can penetrate into the base materials creating a reduction of strength in these materials. The resultant undermined pavement structure can lead to load-related failures such as fatigue or "alligator" cracking. The retention of incompressible debris in the crack causes the pavement to heave at the crack's edges as the pavement expands due to thermal changes. These failures and deficiencies decrease the lifespan of the pavement and raise overall costs by requiring increased maintenance or, ultimately, more costly replacement.

A Request for Quotation (RFQ) was sent to nine (9) regional paving companies known to provide this type of service. The RFQ was also advertised on the NH Department of Administrative Services Purchase and Property website and in a local newspaper, The Citizen of Laconia. Responses to the RFQ were as follows:

Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council

<u>Firm</u>	Response
Bedford Sealcoating & Parking Lot Maintenance Bedford, NH	\$22,750 plus \$3,500 contingency = \$26,250
Armor Guard Seal Coating Dover, NH	No response
Sam Cooper & Sons LLC Bow, NH	No response
Mathewson Company Hancock, NH	No response
New England Sealcoating Co., Inc. Hingham, MA	No response
Annseal Inc. Johnson City, NY	No response
Axtell's Inc. Jermyn, PA	No response
Black Dawg Sealcoat Windham, NH	No response
JDK Pavement Maintenance LLC Jaffrey, NH	No response

Based upon the quote and inquiry to the references submitted with the quotation, we wish to award the contract to Bedford Sealcoating & Parking Lot Maintenance. This firm has done satisfactory work for the City of Franklin and was recommended by their Municipal Services Director, a member of the WRBP Advisory Board. In addition, their quotation was below that estimated by the WRBP to complete the scope of work.

Since the estimate submitted was below that expected by WRBP staff with previous experience with this type of project, a 15% contingency for additional materials was added, as is typical for this type of project. The amount of installed materials was estimated at 13,000 pounds by the contractor, so a contingency for an additional 2000 pounds at the \$1.75 per pound quoted (a \$3,500 contingency) is included in the contract price limitation so that work can continue until the project is satisfactorily completed. The contingency requested represents 15.38% of the contract amount and will be used only if authorized by WRBP staff in order to complete the work.

This contract has been approved by the Attorney General's office as to form, substance and execution.

We respectfully request your approval.

Thomas S. Burack Commissioner Subject:

Sealcoating River Street Access Road

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.							
1.1 State Agency Name	1.2 State Agency Address						
Department of Environmental Services	29 Hazen Drive, Concord, NH 03302						
1.3 Contractor Name	1.4 Contractor Address						
Craig A. Parker dba Bedford Sealcoating & Parking Lot Maintenance	PO Box 10475 Bedford, NH 03110						
1.5 Contractor Phone 1.6 Account Number 03-44-44-442010	1.7 Completion Date 1.8 Price Limitation						
Number 03-44-44-442010 1300-048-500226	June 30, 2013 \$26,250.00						
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number						
Thomas S. Burack, Commissioner	603-271-3503						
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory						
	Craig A. Parker, Owner						
1.13 Acknowledgement State of NH, County of	HILLSBAPAUGIT						
On 3/12/2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.							
1.13.1 Signature of Notary Public or Justice of the Peace							
1.13.2 Name and Title of Notary or Justice of the Peace							
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory						
Thomas & Broad	Thomas S. Burack, Commissioner						
1.16 Approval by the N.H. Department of Administration, Division	on of Personnel (if applicable)						
Ву:	Director, On:						
1.17 Approval by the Attorney General (Form, Substance and Ex	ecution)						
By:	on: 3-21-13						
1.18 Approval by the Governor and Executive Council							
Ву:	On:						

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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



8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof sha

Contractor Initials Date 02/78

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shali furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

- intent, and no rule of construction shall be applied against or in favor of any party.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



EXHIBIT "A" THE SERVICES

SCOPE OF WORK

The work shall include preparation and crack sealing of River Street Extension which is the access road to the Franklin Wastewater Treatment Plant maintained by the Department of Environmental Services, Winnipesaukee River Basin Program.

The access road is approximately two and one half (2 1/2) miles long and approximately twenty two (22) feet wide. The access road starts on the south side of River Street's intersection with Winnipesaukee Street. WRBP staff shall mark the start of the work area.

The majority of the road shall be crack sealed, with the exception of the following areas:

- 1) A previously repaved section of the road from manhole #10 to utility pole 117/39, and
- 2) Some areas that are heavily "alligatored", pot holed and depressed which shall be identified by markings on the road. These areas are mainly from the shoulder out into the travel lane. These areas are roughly described as follows:
 - Approximately 0.1 miles from plant entrance;
 - Approximately 0.3 miles from plant entrance (from manhole #5 to #6);
 - Approximately 0.4 miles from plant entrance (transverse alligator and pot hole);
 - Approximately 0.9 miles from plant entrance (local to utility pole 117/41);
 - Between utility pole 117/30 to 117/31;
 - Between utility pole 117/27 to 117/26 (both sides of road);
 - Approximately 0.3 miles from stop sign at Winnipesaukee St. back towards plant; and
 - Approximately 0.8 miles from stop sign at Winnipesaukee St. back towards plant.

Hot poured crack sealant will be measured by the pound. Each day the poundage used will be kept track of by WRBP staff measuring the tank at the beginning and end of the day and counting the empty containers used during the day.

One lane must remain open to traffic at all times and the contractor shall be responsible for traffic control and safety in their work area. Contractor is responsible for restricting non-vehicular traffic from the work areas, as necessary.

No vehicular traffic or loads shall be permitted on newly crack sealed pavement until adequate stability has been attained and the material has cooled sufficiently. Contractor shall determine when vehicular traffic may resume, and the sole responsibility for repairs due to premature loading will reside with the contractor.

PART 1 - INTRODUCTION

1.01 SCOPE OF WORK

This section contains general information on materials, equipment, and procedures used in cleaning and sealing cracks in bituminous concrete pavements.

1.02 PERTINENT REFERENCES

a. ASTM Standards

 D6690 Type II Joint and Crack Sealants, Hot-Applied, for Asphalt Pavements (formerly ASTM D3405 and AASHTO M301)

1.03 PURPOSE

MAINTENANCE OF PAVEMENT

The purpose of sealing cracks in asphalt is to protect the structure of the pavement from premature failure. Cracks left unsealed allow water intrusion and incompressible debris retention in the crack opening. Water intrusion in the cracks can penetrate into the base materials creating a diminution of strength in these materials. The undermined pavement structure can result in load-related failures such as fatigue or "alligator" cracking. The retention of incompressible debris in the crack causes the pavement to heave at the cracks edges as the pavement expands due to thermal changes. These failures and deficiencies decrease the lifespan of the pavement and raise the overall cost by requiring increased maintenance, or replacement.

PART 2 – MATERIALS AND EQUIPMENT

2.01 MATERIALS

2.01.1 CRACK SEALANT: A hot-applied rubberized asphalt product used to seal cracks and joints in bituminous concrete pavement.

a. Federal Specifications

- SS-S-1401C Sealant, Joint, Non-Jet Fuel Resistant, Hot-Applied, for Portland Cement and Asphalt Concrete Pavements
- b. American Society for Testing and Materials (ASTM)
 - D 1190-97 Concrete Joint Sealer, Hot-Applied Elastic Type
 - D 3405-96 Joint Sealants, Hot-Applied, for Concrete and Asphalt Pavements

2.01.2 BLACK BEAUTY: A dry granulated boiler slag broadcast over freshly sealed cracks to allow vehicular traffic prior to cure.

2.02 EQUIPMENT

The equipment used to prepare cracks for cleaning and sealing will depend on the condition of asphalt, size of the crack, and advanced determination of appropriate work to be performed.

2.02.1 A router is used to create a sealant reservoir by enlarging meandering cracks to the desired depth and width. A multi-blade rotary cutter router is used.

- 2.02.2 Air compressors shall be portable or fixed and capable of furnishing not less than 100ft3 of air per minute at not less than 90 psi pressure at nozzle. The compressor shall be equipped with traps that maintain the compressed air free from oil and water.
- 2.02.3 Manually operated gas powered air broom designed especially for cleaning pavement surfaces shall be used to remove a sufficient amount of debris, dirt and dust from cracks.
- 2.02.4 Hot air lances for blowing clean the cracks shall be a compressed air device.
- 2.02.5 Melting kettles shall be of the double-boiler, indirect fired, portable type. The space between the inner and outer shells shall be filled with suitable heat transfer oil having a flash point of not less than 530 F. The kettle shall be equipped with a satisfactory means for agitating the crack sealant. This may be accomplished by continuous stirring with mechanically operated paddles. The kettle shall be equipped with a thermostatic control calibrated between 200 F and 550 F. The kettle shall be mounted on rubber tires and shall be equipped with a metal shield beneath the firebox to protect the pavement.
- 2.02.6 Wand applicator shall be connected to the holding tank through a heated applicator hose that ensures the safety of the operator and allows the operator to control flow of material.
- 2.02.7 Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends and any other tools that may be required to accomplish the work.

PART 3 - EXECUTION

3.01 PREPARATION

- 3.01.1 RESHAPING: Random, previously unsealed cracks less than ½" in width shall be reshaped to a minimum of ½" and shall have a minimum depth of ½". Cracks over ½" in width do not require reshaping. No alligator cracking or cracks less than 1/4" shall be reshaped.
- 3.01.2 VEGETATION: When cracks show evidence of vegetation, it shall be removed.
- 3.01.3 CLEANING: All cracks will be thoroughly cleaned by use of compressed air lance.
- 3.01.4 DEBRIS REMOVAL: All old material and debris removed from cracks shall be cleaned from pavement surface by means of manually operated air broom, compressed air or by hand brooms as necessary.

3.02 PREPARATION OF CRACK SEALANT

3.02.1 Crack sealant material shall be heated and applied at temperatures specified by the manufacturer.

3.03 INSTALLATION OF CRACK SEALANT

- 3.03.1Crack sealant shall be applied to the cracks using a heated wand applicator following cleaning by compressed air lance.
- 3.03.2 Crack sealant shall be bonded to the pavement and may be slightly concave.

3.03.3 When necessary, dry granulated "Black Beauty" boiler slag shall be dusted over sealed crack to allow traffic to pass over.

3.04 PRECAUTIONS

A. No crack sealant shall be applied in wet cracks or where frost, snow or ice is present or when ambient temperature is below 40 F.

PART 4 - WORKMANSHIP

- 4.01 All workmanship shall be of the highest quality.
- 4.02 The contractor shall furnish all labor, materials, equipment and supervision required to complete this project with the outlined specifications.
- 4.03. The contractor shall examine the work site prior to submitting a quotation. The submitting of a quotation shall be the evidence that this requirement has been met.
- 4.04 All rubbish shall be removed and the job site shall be kept clean, neat and orderly at all times. All excess and spilled sealer shall be removed from the pavement and discarded.

The selected firm shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the "Scope of Work". It shall be the sole responsibility of the contractor awarded the contract to comply with all local, state and federal rules and regulations in commission of the work requested by this specification. Permits and licenses required to successfully complete the "Scope of Work" are the sole responsibility of the contractor.

All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers.

It must be understood by the selected firm that the scope of work is to be completed no later than June 30, 2013.

Information contained in the State's Request for Quotations, dated August 31, 2012 is hereby included in Exhibit A by reference.

EXHIBIT "B" COST PROPOSAL AND TERMS OF PAYMENT

For cleaning, routing and crack sealing River Street Access Road as described in EXHIBIT "A" The Services.

Basis of Award:						
Price per pound \$1.75 Amount in Figures						
Price per pound One dollar and seventy-five cents Amount in Words						
Estimated total pounds to be used 13,000 Amount in Figures						
Estimated total pounds to be used Thirteen thousand Amount in Words						
Estimated Total Price \$22,750.00 (price per pound times estimated total pounds) Amount in Figures						
Estimated Total Price Twenty-two thousand seven hundred and fifty dollars Amount in Words						
Terms:						

- 1. Contractor is to be paid within thirty (30) days of submission of invoice and satisfactory completion of work. Approval of this work does not authorize any expenditure over the contract price limitation.
- 2. Contract price limitation is the estimated total price provided above, plus a contingency for an additional 2000 pounds at the dollar per pound quoted so that work can continue until the project is completed. The contingency amount is limited to \$3,500 (2000lb x \$1.75/pound). This additional contingency amount will be used only if authorized by WRBP staff in order to complete the work.

Estimated Total Price (Item 1)

Contingency (Item 2)

Contract Price Limitation

\$22,750.00
+\$ 3,500.00
\$26,250.00

Craig A. Parker, Name

4/30/2013

Craig A. Parker dba Bedford Sealcoating & Parking Lot Maintenance

Company Name

EXHIBIT "C" SPECIAL PROVISIONS

- 1. Waste disposal by Contractor shall be in accordance with all applicable federal, state and local regulations governing such waste.
- 2. Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".



SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Craig A. Parker certify that I am the sole proprietor if Bedford Sealcoating & Parking Lot Maintenance, which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed:

Date:

State of New Hampshire, County of Hucsborgeth

On this the 12th day of March 2013, before me

the undersigned officer, personally appeared Before Mc , known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

ALFRED P. LEGRO
Notary Public - New Hampehire
My Commission Expires October 6, 2016

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEDFORD SEALCOATING & PARKING LOT MAINTENANCE is a New Hampshire trade name registered on March 31, 1995 and that Craig A. Parker presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of January, A.D. 2013

William M. Gardner Secretary of State

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2013

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 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	CONTACT Betsy Merritt				
Knapton, Reade & Woods Agency	PHONE (A/C, No, Ext): 603-464-3422 FAX (A/C, No): (603)				
22 School Street	E-MAIL ADDRESS: betsy@knaptoninsurance.com				
P O Box 2250	INSURER(S) AFFORDING COVERAGE				
Hillsboro, NH 03244-2250	INSURER A: Hanover Insurance				
INSURED	INSURER B : Mass Bay				
Bedford Sealcoating &	INSURER C:				
Parking Lot Maintenance	INSURER D :				
PO Box 10475	INSURER E :				
Bedford, NH 03110	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.

NSR LTR	TYPE OF INSURANCE	ADDL S	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY			ZDV970043500	09/26/2012	09/26/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$10,000 \$1,000,000 \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000 \$
4	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED SCHEDULED			AWV970279000	09/26/2012	09/26/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$1,000,000 \$
	X HIRED AUTOS X NON-OWNED AUTOS X Drive Oth Car						PROPERTY DAMAGE (Per accident)	\$ \$
١.	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			UHV970044600	09/26/2012	09/26/2013	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000 \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIET OR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WDV970175900	09/26/2012	09/26/2013	WC STATU- TORY LIMITS OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Comp Information: Excluded Officer: Craig Parker, President. Included states: NH

CERTIFICATE HOLDER	CANCELLATION
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NHDES-Winnipesaukee River Basin Attn: Sharon McMillin PO Box 68 Franklin, NH 03235

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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