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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

November 26, 2012
Bureau of Turnpikes

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Curtin Enterprises Inc. d/b/a Northeast Door Company, Bedford, N.H. (Vendor Code #174243) in the amount of \$46,100.00 for Door and Window Services for facilities maintained by the Bureau of Turnpikes effective upon approval of Governor and Council approval through June 30, 2014. 100% Turnpike Funds.

Funding is available as follows for FY 2013 and is contingent upon the availability and continued appropriation of funds for FY 2014.

	<u>FY 2013</u>	<u>FY 2014</u>
04-96-96-961017-7027 Central Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$8,000.00	\$7,400.00
04-96-96-961017-7032 Blue Star Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$8,000.00	\$7,400.00
04-96-96-961017-7037 Spaulding Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$8,000.00	\$7,300.00

EXPLANATION

The Department's Bureau of Turnpikes has identified priority repairs, planned alterations, and new installations of doors and windows to comply with safety and efficiency standards at twenty (20) locations, including maintenance sheds, toll facilities, Welcome/Tourist Information Centers, and the Turnpike Administration Building. Fifteen (15) of these facilities are occupied 24 hours a day to collect tolls and provide visitor services at the various Welcome/Tourist Information Centers. This contract

will also allow for emergency repairs on a 24 hour/7 days per week basis as needed. This contract will be completed June 30, 2014.

The Department advertised for bids in the Manchester Union Leader on October 10, 11 and 12, 2012. Invitations to bid were also sent to seven (7) bidders who have submitted bids over the past few years or were in the construction business. Only one sealed bid was received and publicly opened on October 31, 2012 (bid results attached). Curtin Enterprises Inc., d/b/a/ Northeast Door Co., was the sole bidder to provide the door and window services as required in our proposal. The contract will begin subsequent to approval by the Governor and Council and end June 30, 2014. The contract is for a total of \$46,100.00.

The contract has been approved by the Attorney General as to form and execution. Funding is available for Fiscal Year 2013. Funding for Fiscal Year 2014 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'C.D. Clement, Sr.', written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Attachment

Bid Results
Door & Window Repair Contract
NHDOT Bureau of Turnpikes
Bid Opening 10/31/2012

	Curtin Enterprises Inc. d/b/a Northeast Door Corp
Emergency Repair Service	
Hourly Labor Rate	\$ 72.50
Estimated Hours During Contract Period	360
Contract Cost of Emergency Repairs	\$ 26,100.00
Supply Repair Parts	
Percent Markup	25%
Estimated Cost (before markup) During Contract Period	\$ 16,000.00
Contract Cost of Supply Parts	\$ 20,000.00
Contract Cost	\$ 46,100.00



Subject:

Door and Window Services, Bureau of Turnpikes, Maintenance & Tolls

FORM NUMBER P-37 (version 1/09)

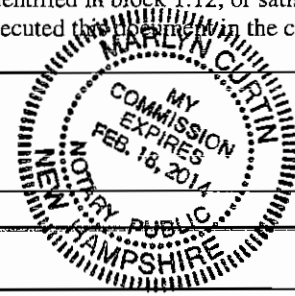
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Curtin Enterprises Inc., d/b/a Northeast Door Corp.		1.4 Contractor Address PO BOX 2366, Concord NH 03301	
1.5 Contractor Phone Number 603-225-7826	1.6 Account Number See Exhibit B: Paragraph 5	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$46,100.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature <i>John J. Curtin</i>		1.12 Name and Title of Contractor Signatory John J. Curtin, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11-8-12</u> , 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 [Seal] <i>Marlyn Curtin</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Marlyn Curtin, NP			
1.14 State Agency Signature <i>William P. Jonelle</i>		1.15 Name and Title of State Agency Signatory William P. Jonelle, Dir of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>David M. Hills</i> On: 12/31/12			
1.18 Approval by the Governor and Executive Council By: _____ 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.

Contractor Initials JJC
Date 1/2/00

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.

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 shall be

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 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. 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 - SCOPE OF SERVICES

The CONTRACTOR agrees to the following:

1. Provide all labor, materials and equipment to perform repairs, alterations, and new installations of the doors and windows at each of the twenty (20) maintenance, welcome center, and toll facilities during normal business hours. Doors can consist of, but not limited to security key punched doors, fire egress doors, handicap doors with openers, standard interior and exterior doors, tollbooth doors, garage bay doors, sliding doors and safety glass doors. Should specific doors fall outside of the contractor's expertise, subcontractors may be used with a pass through labor cost and standard percentage mark-up on materials as specified in the compensation section as stated below. See the attached location list (Exhibit D).
2. Perform emergency repairs to the doors and windows at each of the twenty (20) maintenance, welcome center, and toll facilities, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the affected site within twenty-four (24) hours and complete the repairs within forty-eight (48) hours of notification.
3. The CONTRACTOR shall meet with a Bureau of Turnpikes representative for repairs, alterations and new installations to the doors and windows at each of the twenty (20) maintenance, welcome center, and toll facilities, during normal business hours, 8:00 am to 4:00 pm, Monday thru Friday, unless otherwise directed by the DEPARTMENT.
4. The CONTRACTOR shall make recommendations pertaining to the door and window design that affects the ability of the building to meet the stated goals and objectives of all governing codes and standards and the authority having jurisdiction.
5. All work specified in No. 1, 2 and 3 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, N.H. 03302-2950

6. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to Andrew O'Sullivan, Civil Engineer, Bureau of Turnpikes. Examples of valid reasons are:
 - a. Part unavailable with explanation why.
 - b. Repair is ongoing and requires additional time to complete.

Written notification must include all pertinent information regarding the delayed repair which include:

- a. Specified time period until repair can be completed.
 - b. Devices affected and how it effects system.
 - c. Reasons for delay of repair.
 - d. And any other information to justify the request for non-compliance of the 48-hour provision.
7. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.
 8. The contract period shall begin on the date the Governor and Council of the State of New Hampshire approves the contract (as per Form P-37, Paragraph 3.2). The contract period shall end on June 30, 2014.

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide priority response for door and window service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of: Seventy-Two Dollars and Fifty Cents per hour (\$72.50 per hour).
2. The CONTRACTOR agrees to supply repair parts, new doors, new windows and all new related door hardware at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of: Twenty-five percent (25%).
3. The total contract prices shall not exceed Forty-Six Thousand One Hundred Dollars and no cents (\$46,100.00).
4. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
5. The Department shall make payments out of the following account numbers:

04-096-096-961017-7027-048-500226 Central Maintenance Contractual Maintenance
04-096-096-961017-7032-048-500226 Blue Star Maintenance Contractual Maintenance
04-096-096-961017-7037-048-500226 Spaulding Maintenance Contractual Maintenance

EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions required the DEPARTMENT.

EXHIBIT D
BUREAU OF TURNPIKES
TWENTY (20) FACILITIES

<u>LOCATION # 1</u> Rochester Toll Plaza Spaulding Turnpike Rochester, NH	<u>LOCATION # 8</u> Hooksett Northbound Rest Area I-93 North North of Hooksett Toll Plaza	<u>LOCATION # 15</u> Bedford Toll Plaza F.E. Everett (FEE) Turnpike Bedford, NH
<u>LOCATION # 2</u> Dover Maintenance Facility Exit 9 – Spaulding Turnpike Dover, NH	<u>LOCATION # 9</u> Hooksett Southbound Rest Area I-93 South North of Hooksett Toll Plaza	<u>LOCATION # 16</u> FEE Exit I2, Merrimack Bedford Road Toll Plaza Northbound Administration Bldg. - Central Turnpike
<u>LOCATION # 3</u> Dover Toll Plaza Spaulding Turnpike Dover, NH	<u>LOCATION # 10</u> FEE Exit 11 Ramp Toll Plaza Central Turnpike Merrimack, NH	<u>LOCATION # 17</u> FEE Exit 12, Merrimack Bedford Road Toll Plaza Southbound Administration Bldg. – Central Turnpike
<u>LOCATION # 4</u> Hampton Side Toll I-95 Exit 2 Hampton, NH	<u>LOCATION # 11</u> Hooksett Toll Main I-93 Hooksett, NH	<u>LOCATION # 18</u> FEE Exit 10, Merrimack Industrial Toll Plaza Central Turnpike
<u>LOCATION # 5</u> Hampton Toll Plaza I-95 Hampton, NH	<u>LOCATION # 12</u> Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH	<u>LOCATION # 19</u> Nashua Maintenance Bldg. Rte 111-A, Exit 5 Nashua, NH
<u>LOCATION # 6</u> Hampton Maint. Facility I-95 Hampton, NH	<u>LOCATION # 13</u> Hooksett Maintenance and Administration Bldgs. I-93 Exit 11 Hackett Hill Rd Hooksett, NH	<u>LOCATION # 20</u> Nashua EZ-Pass DMV Center FEE Exit 6 Nashua, NH
<u>LOCATION # 7</u> Seabrook Welcome Center I-95 Hampton, NH	<u>LOCATION # 14</u> Merrimack Maintenance Bldg. Route 3 Central Turnpike, N.B. Merrimack, NH	

State of New Hampshire

Department of State

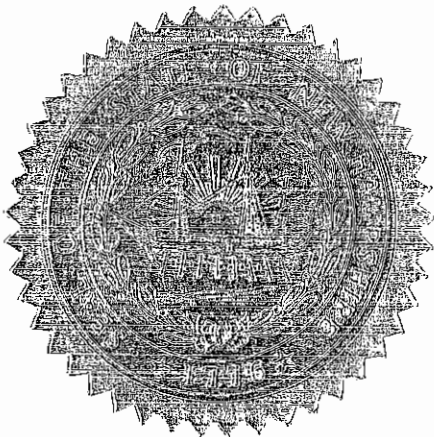
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CURTIN ENTERPRISES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 18, 1971. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of December, A.D. 2012



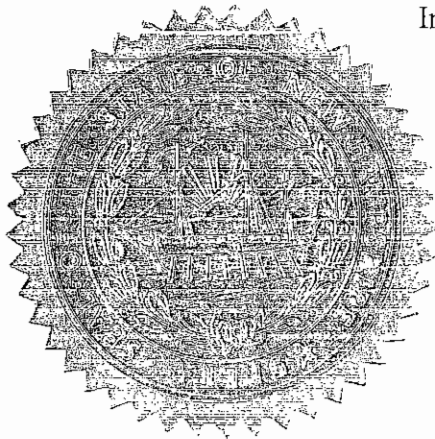
William M. Gardner
Secretary of State



State of New Hampshire
Department of State

CERTIFICATE

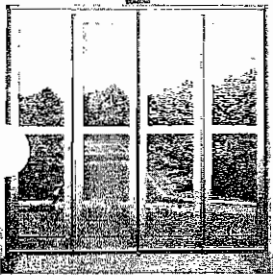
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST DOOR CO. is a New Hampshire trade name registered on September 19, 2012 and that Curtin Enterprises, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as 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 19th day of September, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



NORTHEAST DOOR

Corporation

AUTOMATIC PEDESTRIAN DOORS

Commercial Industrial
Sales & Service

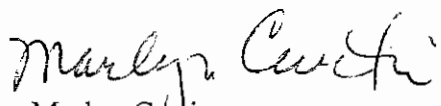
CORPORATE RESOLUTION

I, **Marlyn Curtin**, hereby certify that I am duly elected Clerk / Secretary of **Northeast Door Corporation**. I hereby certify the following is a true copy of a vote taken at a meeting of the **Board of Directors**, duly called and held on **November 8, 2012** at which a quorum of the **board** was present and voting.

VOTED: That **John Curtin** is duly authorized to enter into a specific agreement for the **Northeast Door Corporation** with the **State of New Hampshire, Department of Transportation** and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of **November 8, 2012** and that **John Curtin** is duly elected **President** of this Corporation.

DATED : November 8, 2012

ATTEST: 
Marlyn Curtin
Secretary



Client#: 27315

NEDoor

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2012

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: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: Merchants Mutual Insurance Co. NAIC #, INSURED: Curtin Enterprises Inc dba Northeast Door Corporation, PO Box 2366, Concord, NH 03302-2366.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (BOP9099093), Automobile Liability (CAPI042167), Umbrella Liability (CUP9132914), and Workers Compensation and Employers' Liability (WCA9082353).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) John & Marlyn Curtin are Excluded Officers under the Workers Compensation New Hampshire and Massachusetts are Covered States under Section 3A; Others States Section 3C are Maine, Rhode Island and Vermont The additional insured status and the Primary Non-Contributory status is provided to the certificate holder only if a signed written contract exists between the named insured and the certificate holder

CERTIFICATE HOLDER: State of NH, Department of Transportation, PO Box 2950, Concord, NH 03302. 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: [Signature]

