



GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 27, 2015

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

REQUESTED ACTION

- (1) To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Mark Carrier Construction, Inc. (VC# 228422), Manchester, NH in the amount not to exceed \$40,960.00 for storefront replacement/repair services at the NHES Portsmouth local office from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.
- (2) To further authorize NHES to expend up to an additional \$2,000.00 for any potential unforeseen issues, such as foundation, framing, slab work which may be required due to the unknown conditions, upon Governor and Council approval through June 30, 2016.

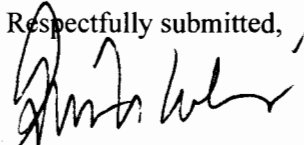
Federal funds available for these services, contingent upon availability and continued appropriations for fiscal year 2016, will be expended as follows:

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY	<u>FY 2016</u>
10 - 02700 - 80410000 - 048 - 500226 Contractual Repairs, Building & Grounds	\$ 42,960.00
Vendor Code: 228422 Mark Carrier Construction, Inc.	
RQ #: TBD	

EXPLANATION

NHES is requesting approval of the attached agreement for storefront replacement/repair services at the NHES Portsmouth local office due to integrity and age of current storefront. The contract total of \$42,960.00 is for the period from the date of Governor and Council approval through June 30, 2016.

A competitive bid process was undertaken for storefront replacement/repair services at the NHES Portsmouth local office. A "Request For Proposal" (RFP) was sent to two (2) vendors, both of which were obtained from an NHES vendor database. Both vendors submitted bids. A review of the submitted bids resulted in the selection of one vendor as low bidder. An RFP list with bid responses is attached.

Respectfully submitted,

 George N. Copadis
 Commissioner

GNC/jdr
 Attachments

Portsmouth Storefront Project
Mandatory Meeting 4/02/15, NHES Portsmouth @ 1:30PM
BID OPENING: 4/16/15 @ 2:30 PM

2 RFPs Distributed: 0 Ad; 0 Internet; 2 NHES Database Response; 2 Bids

Company Name/Contractor Heard About Bid How	Vendor Information	BID	Mandatory Walk Through
Bauen Corporation Martin Jennison	PO Box 1621, Meredith, NH, 03253 mjbaucorp@metrocast.net 603-396-9205	\$74,844.00	Attended
Mark Carrier Construction, Inc. Dave Patten	175 Lincoln Street U101, Manchester, NH, 03103 dave@mcci-nh.com 603-627-9506	\$40,960.00	Attended

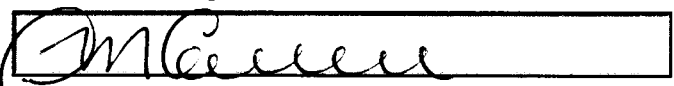
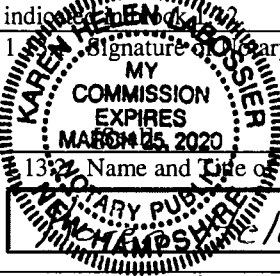
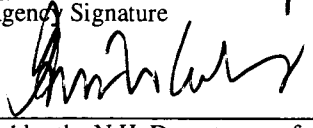
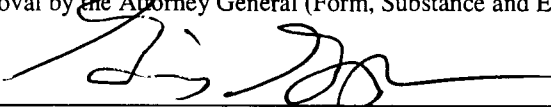
Ads: Union Leader; Portsmouth Herald, NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.
 NHES Database: bidders previously responding to similar projects advertised in Newspaper or on Internet.

Subject: Portsmouth Storefront 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 <u>NH Employment Security</u>		1.2 State Agency Address <u>45 South Fruit Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Mark Carrier Construction, Inc. VC # 228422 B001</u>		1.4 Contractor Address <u>175 Lincoln Street, Ste 101, Manchester, NH, 03103</u>	
1.5 Contractor Phone Number <u>603-627-9506</u>	1.6 Account Number <u>010-027-8041-500-0226</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$42,960.00</u>
1.9 Contracting Officer for State Agency <u>George N. Copadis, Commissioner</u>		1.10 State Agency Telephone Number <u>603-228-4000</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Donald Carrier, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/11/15</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.			
1.14 Signature of Notary Public or Justice of the Peace  <u>Karen Helen Labassier</u>			
1.15 Name and Title of Notary or Justice of the Peace <u>Karen Helen Labassier</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George N. Copadis, Commissioner</u>	
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:  On: <u>5/27/15</u>			
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.

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

GENERAL

New Hampshire Employment Security (NHES) intends to contract for NHES Portsmouth storefront, which is a complete entry into building from street. Contractor is responsible for any permits that may be required for project. Contractor is responsible for all measurements, accessibility, and general character of the site and will be familiar with specification requirements.

SCOPE

This document defines and work consists of specific services, materials, products, labor, tools, equipment and transportation necessary to provide all phases of implementing New Hampshire Employment Security (NHES) Portsmouth Storefront Project, 2000 Lafayette Road, Portsmouth, NH, 03801. Contractor will be responsible to obtain all permits necessary to accomplish project.

SPECIFICATIONS

1. Contractor will review slab and note if work is required to support new entrance.
2. Work will be done Monday through Friday EXCEPT demolition work, which will be done on weekend.
3. Contractor will demolish existing area and secure building throughout process.
4. Wood footings must be replaced by poured concrete or concrete blocks, must be flush with front of building, and entire area must be watertight.
5. ADA specifications regarding entryways must be adhered to. Please push frame out to within two inches of exterior block wall, then in as needed to ensure ADA compliance.
6. All electrical will be furnished by NHES.
7. Hook up of electrical hardware, including automatic doors, must be worked in conjunction with NHES.
8. Contractor will supply door closer. Two door closers are needed.
9. Security connections will be NHES responsibility.
10. Contractor will replace hardware, using all new hardware with installation.
11. Existing signage on glass will be duplicated by Contractor for new storefront, above glass vestibule.
12. Move NHES sign onto brick area.
13. Contractor will test storefront to ensure it is water tight and free from leakage issues.
14. System to ensure drainage to outside.
15. Contractor will furnish and install:
16. Vistawall 4.5" x 2" aluminum, anodized, commercial aluminum storefront and doors, including 2 medium stile doors with side lites, transom, and interior vestibule.
17. Door will be prepped for electronic strike and keyed entry and will have:
 - a. insulated glazing exterior
 - b. one quarter inch (1/4") glazing on interior vestibule
 - c. safety glazing where required
18. Hardware, Door:
 - a. Select SL24 Continuous Geared Hinge (Bronze Anodized)
 - b. VonDuprin Drop Rods # 33 Series Listed 266M 971238-00 with Power Supply
 - c. Ultraline 1" Diameter Offset Panic Pull (Aluminum Anodized)
 - d. LCN 4041 Surface Mounted Close @ Active Leaf (Aluminum)

- e. Door Sweep (Aluminum Anodized)
 - f. Horton 7000 Series Automatic Door Operator, Complete with On/Off/Hold
 - g. Open Switch – Presence Safety Sensor and one Wall Switch (inside) (Aluminum)
 - h. One (outside) pedestal switch (Aluminum)
19. Non-opening windows to match completed design of storefront.
 20. Finish: Entire Storefront and all elements (windows, doors) will be Dark Aluminum, Anodized.
 21. Glazing: 1” Clear Annealed Insulated Units with Low – E on the #3 Surface, tempered as required.
 22. Glazing will be 1” Stucco Insulated Aluminum, Double Faced Panels (Lower Panels).
 23. Exterior Caulking will be DOW Corning CWS Silicone color to be one of the Manufacturer’s standard.
 24. All tinted glass so that viewing out of the building is not obstructed. NHES to choose tint.
 25. Glazing will be a 1” Clear Annealed Insulated Units with Low – E on the #3 Surface, tempered required.
 26. Glazing will be 1” Stucco Insulated Aluminum, Double Faced Panels (Lower Panels).
 27. Exterior Caulking will be DOW Corning CWS Silicone color to be one of the Manufacturer’s standard.
 28. All tinted glass so that viewing out of the building is not obstructed.
 29. Curbing removal is on inside only.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

1. Safety and protection of NH Employment Security personnel and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property.
2. Work will be compliant with existing state, municipal, and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NHES staff, NHES clients, and the general public.
3. Contractor will provide vehicular and pedestrian traffic control.
4. NHES Portsmouth will be open to the public and staff while work is in progress. Contractor will be responsible for roping off or barricading sufficient area around work site to keep visitors and state personnel from exposure to construction hazards.
5. Contractor will construct necessary fences and/or barricades required for protection of the public, NHES employees, and Contractor to the satisfaction of NHES Project Manager.
6. Contractor will furnish and install all signs, lights and reflectors – whatever protective devices are required to ensure safety of the public, employees, and Contractor.
7. Contractor will keep access roads and walkways clear of debris and construction equipment.
8. Contractor will provide and maintain adequate fire protection in the form of fire extinguishers, or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures or equipment during construction work.
9. Gasoline and other flammable liquids will be stored in and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters’ recommendations. Storage will not be within NHES facility.
10. Contractor must provide Material Safety Data Sheets before project start, if applicable.

RUBBISH AND DEBRIS

1. Contractor will properly dispose of debris, rubbish and other materials, resulting from on-site demolition, off-site in strict accordance with applicable laws, rules, regulations and ordinances.
2. Contractor will maintain grounds surrounding project site. Worksite must be kept clean, safe and presentable to the public. Construction debris will be picked up at the end of each day's work and removed from worksite.

WARRANTIES

Contractor will guarantee quality of his workmanship and that of his employees in accordance with manufacturer specifications and acceptability to NHES for a period of one (1) year.

NHES CONTACT for WORK PERFORMED UNDER CONTRACT

NHES contact for work performed under this contract is Plant Maintenance Engineer III, Jesse Propri, who can be reached via telephone (o) 603-228-4027, (c) 603-419-9757, or email: Jesse.B.Propri@nhes.nh.gov. Mr. Propri will direct all work efforts performed under this contract. Direct Contractual questions to Helen A. Dinsmore, who can be reached via telephone (o) 603-228-4158, or email: Helen.A.Dinsmore@nhes.nh.gov.

EXHIBIT B

INVOICE

Contractor will invoice NHES following completion and acceptance of project by NHES Plant Maintenance Engineer III, Jesse Propri, or by NHES Administrative Services Supervisor, Ernie Liakas. NHES may authorize partial payment.

NHES will make payment through normal state payment processes, which is up to 30 days following receipt of approved invoice. No travel related charges will be paid under this contract.

Total Cost for Portsmouth Storefront: \$40,960.00

Costs for unforeseen issues: \$ 2,000.00*

***Costs must be authorized in advance**

TOTAL CONTRACT NOT TO EXCEED \$ 42,960.00

Invoice must include:

- 1.) Date work was done
- 2.) Worksite address
- 3.) Brief description of work completed

Invoices will be sent to: Helen A. Dinsmore
Program Specialist I
NH Employment Security
45 South Main St
Concord NH 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon Governor and Council approval and terminate on June 30, 2016.

TERMINATION/RELOCATION

If Contractor fails to perform services as required this agreement will, without notice, become void and of no effect, with no liability to NH Employment Security beyond date Contractor fails to perform required services.

Either party may terminate this agreement at any time. Party requesting termination must give written notice, by certified mail, at least thirty (30) days prior to effective date of termination.

NHES may close or relocate facilities. Should this occur services for closed facility/ies will discontinue or relocate to new address. Contractor will be notified thirty (30) days prior to effective date of closure/relocation whenever possible.

CONFIDENTIALITY, CRIMINAL RECORD, CERTIFICATE OF GOOD STANDING

Contractor and employees must sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and **CRIMINAL RECORDS FORM (DES 2135)** prior to entrance into facility. NHES will provide necessary forms, if applicable, prior to any work being done. There is a \$25 fee for each Criminal Record check. Contractor must provide NH Secretary of State **Certificate of Good Standing**, for which there is a \$5 fee.

DAMAGE

Contractor agrees that damage to building(s), materials, equipment or other property during performance of service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees NH Employment Security must approve sub-contractor performing repair work if damage occurs.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written task required by this agreement without prior consent of NH Employment Security. Subcontractors must be listed on bid page of this document for pre-approval.

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject any or all proposals. Proposals will be kept sealed until date, time and place of public opening.

DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

Contractor certifies that primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair - including painting and decorating, of public buildings or public works. Under these Acts Contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in area, as determined by Department of Labor. For prime contracts in excess of \$100,000 laborers and mechanics, including guards and watchmen, must be paid at least 1.5 times regular rate of pay for hours worked over 40 in a workweek. Overtime provisions of Fair Labor Standards Act may also apply to DBA contracts. All projects where construction costs in excess of \$2,000.00 are awarded by grantees and sub-grantees must include this signed statement of compliance upon being awarded bid contract for contracts falling under above defined guidelines.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

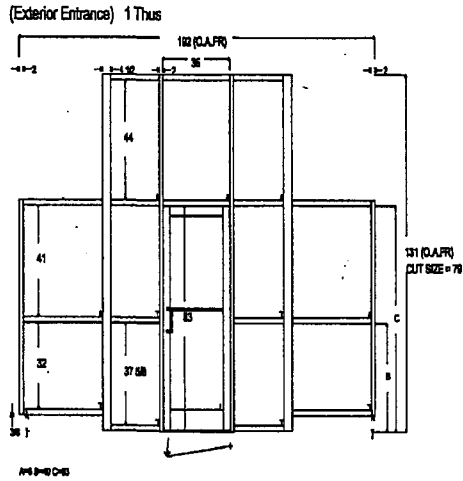
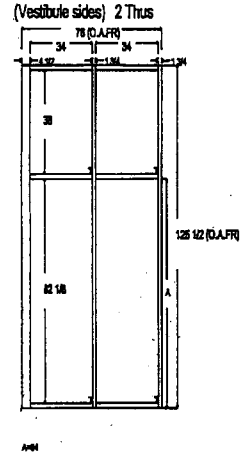
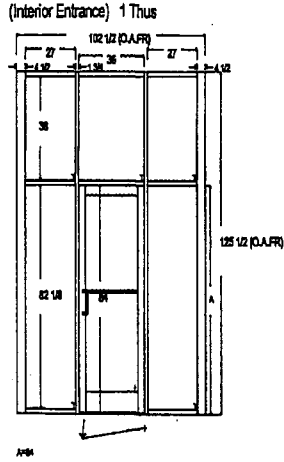
PAYMENT and PERFORMANCE BONDS – N/A or waived (confidence in vendor/saved on bottom line)

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond shall equal total amount payable by terms of contract** unless officer awarding contract determines, in writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer shall set amount of payment bond. Amount of bond shall not be less than total amount of contract. A payment bond may be required for contract valued \$35,000 – 99,999 Dollars. **A Performance Bond** may be required for contracts totaling \$100,000 Dollars or more.

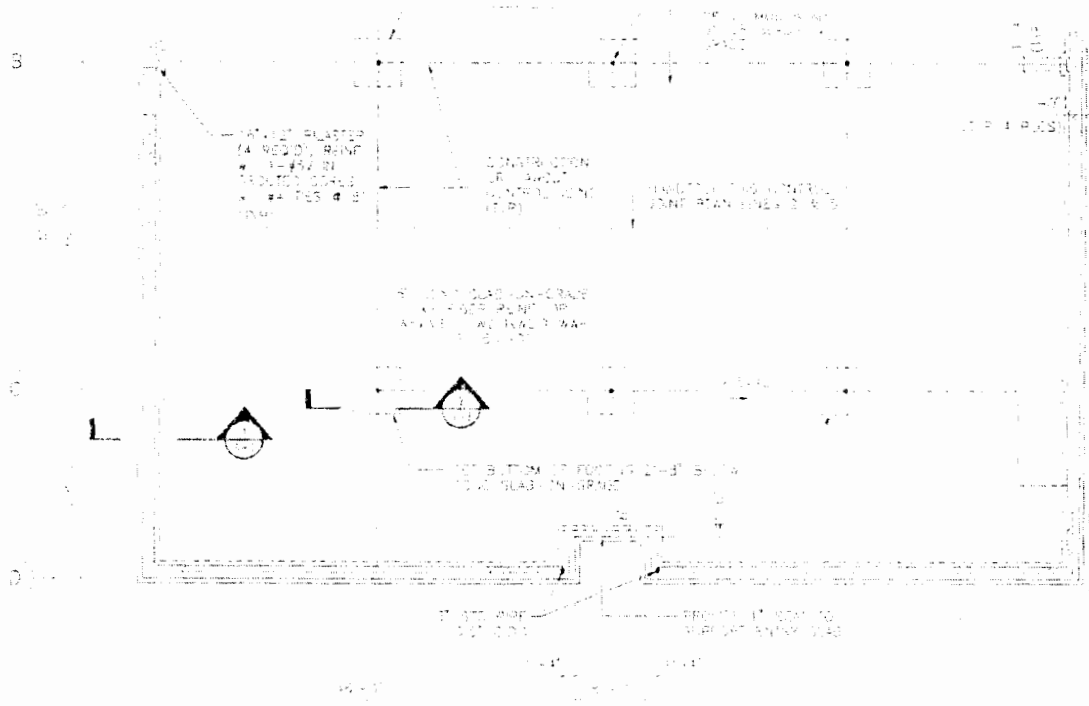
ATTACHMENT A

Project Name: Unemployment Security

Date: 8/7/14 2:19 PM



ATTACHMENT B



ATTACHMENT C

Davis-Bacon Wage Determinations, Rockingham County

General Decision Number: NH150013 01/23/2015 NH13, Superseded General Decision Number: NH20140013

State: New Hampshire Construction Type: Building County: Rockingham County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (not single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/02/2015
1 01/23/2015

BRME0003-001 05/01/2014	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER	\$ 30.36	19.18

CARP0118-006 10/01/2014		
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging, Form Work and Floor Layer Including Carpet, Hardwood and Resilient)	\$ 25.91	18.37

ELEC0490-004 06/01/2014		
ELECTRICIAN		
Electrician Low Voltage Wiring	\$ 27.75	17.45
Installer	\$ 20.06	14.60

* ELEV0004-002 01/01/2015		
ELEVATOR MECHANIC	\$ 53.30	28.385

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.
- b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0007-007 03/16/2014		
IRONWORKER (Reinforcing and Structural)	\$ 22.65	20.17

LABO0976-001 06/01/2013		
LABORER: Common or General (Industrial Work Only)	\$ 19.71	16.42

LABO0976-002 06/01/2013		
LABORER: Concrete Worker (removing forms, demolition and removal of concrete, pouring and leveling of concrete)	\$ 19.71	16.42

CARPENTER (Drywall Finishing/Taping Only)	\$ 27.02	11.69
CARPENTER,		
Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, and Formwork	\$ 23.53	8.25
CONCRETE FINISHER	\$ 20.65	0.00
GLAZIER	\$ 20.25	4.07
LABORER: Common or General	\$ 16.46	0.00
LABORER: Mason Tender – Brick	\$ 18.15	7.97
OPERATOR: Backhoe	\$ 19.30	6.52
OPERATOR: Excavator	\$ 21.27	7.63
OPERATOR: Loader	\$ 22.03	0.95
PAINTER: Brush and Roller	\$ 16.15	0.00
PLUMBER/PIPEFITTER, Includes HVAC Pipe Work	\$ 25.34	5.85
ROOFER	\$ 17.55	3.25
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 25.50	13.90
SPRINKLER FITTER (Fire Sprinklers)	\$ 24.91	5.74
TRUCK DRIVER	\$ 20.47	6.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within scope of classifications listed may be added after award only as provided in labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists classification and wage rates that have been found to be prevailing for cited type(s) of construction in area covered by wage determination. Classifications are listed in alphabetical order of identifiers" that indicate whether particular rate is union or non-union.

Union Identifiers: An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example. Union prevailing wage rates will be updated to reflect changes in collective bargaining agreements governing rates. 0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers: Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be: * an existing published wage determination; * a survey underlying a wage determination; * a Wage and Hour Division letter setting forth a position on a wage determination

matter; * a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to: Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to: Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Click on sheet to open 2 page form
 Certified Payroll Sheet Internet Address
<http://www.dol.gov/whd/forms/wh347.pdf>

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
 Expires: 12/31/2011

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PROJECT OR CONTRACT NO.
PAYROLL NO.		FOR WEEK ENDING	PROJECT AND LOCATION

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) STATUS (C=CONTRACTOR S=SUBCONTRACTOR)	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			MON	TUE	WED	THUR	FRI	SAT	SUN				PCA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 3.5(a). The Copeland Act (40 U.S.C. § 31-45) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 3.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESHA, U.S. Department of Labor, Room 53802, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Certified Payroll Sheet Instruction Internet Address

<http://www.dol.gov/whd/forms/wh347instr.htm>

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)

OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all

contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

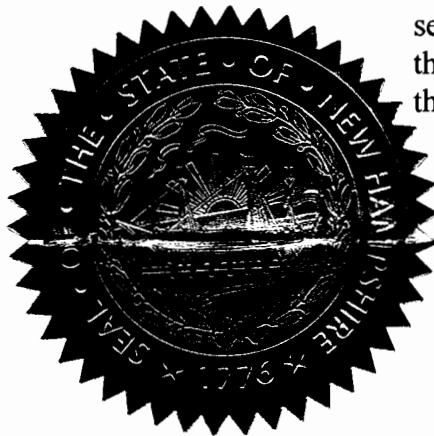
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARK CARRIER CONSTRUCTION, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 29, 1997. 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 19th day of May, A.D. 2015



William M. Gardner
Secretary of State

RESOLUTIONS

The undersigned being the sole shareholder of Mark Carrier Construction, Inc., d/b/a MCCI, hereby makes the following resolutions after an emergency meeting at the offices of Cronin, Bisson & Zalinsky, P.C. , 722 Chestnut Street, Manchester, New Hampshire on February 18, 2015:

RESOLVED: The corporation acknowledges that Mark S. Carrier, the President and sole director of the corporation died on or near Monday, February 16, 2015.

RESOLVED: The corporation has ongoing contracts, obligations to employees, clients and vendors and the corporation desires to conduct business as usual.

RESOLVED: The following were elected to serve as Officers:

Donald Carrier, President
Diane Carrier, Treasurer
Karen Labossier, Secretary

The Officers shall serve until they resign or their successors are elected.

RESOLVED: The following were elected to serve as Directors.

Donald Carrier, Chairman of the Board
Diane Carrier
Stephen J. Grzywacz
John G. Cronin

The Directors shall serve until they resign or their successors are elected.

RESOLVED: Diane Carrier and/or Donald Carrier are vested with the authority to sign Indemnity Agreements, Bank Documents, Bonding Applications and any such other documents as may be required to carry on the day to day business of the corporation.

Dated this 18th day of February, 2015.

Mark Carrier Construction, Inc.
d/b/a MCCI

By:



Diane Carrier, Sole Trustee
Mark S. Carrier Living Trust, December 9, 2004
Sole Shareholder

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: Kathy Pettit PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: kpettit@davistowle.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Acadia Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Mark Carrier Construction Inc. 175 Lincoln Street, Suite 101 Manchester, NH 03103	NAIC #

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			CPA517536110	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA517536310	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUA517537310	01/01/2015	01/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WCA517537410	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ** Executive Officers/Members Excluded: Donald Carrier. States: NH, MA, ME, VT.**

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street 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 
---------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------