



GEORGE N. COPADIS, COMMISSIONER

June 18, 2013

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 a contract with All Phase Paving & Excavating, LLC (VC# 249780), Sandwich, MA, in the amount of \$27,300.00 for asphalt/concrete sidewalk removal and replacement services at the NHES Nashua office from the date of Governor and Council approval through November 30, 2013. 100% Federal funds.
2. To further authorize NHES to expend up to \$3,000.00 in contingency funds for additional site work which may be required due to the unknown conditions upon Governor and Council approval through November 30, 2013. 100% Federal Funds.

Funding available for these services will be expended as follows:

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY				
				FY 2014
10 - 02700 - 80410000 - 048 - 500226	Contractual Maintenance,		\$	30,300.00
	Building & Grounds			
Vendor Code: 249780 All Phase Paving & Excavating, LLC				
RQ#: TBD				

EXPLANATION

NHES is requesting approval of the attached contract for asphalt/concrete sidewalk removal and replacement services due to safety issues arising from heaving, cracked and broken cement. The contract total of \$30,300.00 is for the period from the date of Governor and Council through November 30, 2013.

A competitive bid process was undertaken for asphalt/concrete sidewalk removal and replacement services at the NHES Nashua office. A "Request For Proposal" (RFP) was sent to eleven (11) vendors, three (3) of which were obtained from an agency vendor database and eight (8) which had responded to our advertisements. Three (3) vendors submitted bids. A review of the submitted bids resulted in the selection of the lowest responding bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

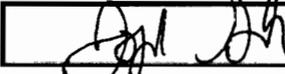
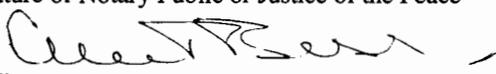
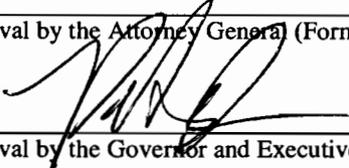
GNC/jdr
Attachments

Subject: Nashua Sidewalk 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>32 South Main Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>All Phase Paving, LLC VC #</u>		1.4 Contractor Address <u>40 Longhill Rd, Raymond, NH, 03077</u>	
1.5 Contractor Phone Number <u>(603) 895-4031 o; 235-9179 c</u>	1.6 Account Number <u>010-027-8041-0048-0226</u>	1.7 Completion Date <u>November 30, 2013</u>	1.8 Price Limitation <u>\$30,300.00</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>Joe Gelin / owner</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/29/13</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]		ALICE P. BISSON Notary Public - New Hampshire My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alice P. Bisson, Notary Public</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>4/4/13</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.

2013 JUN -7 AM 9:52
DEPT OF JUSTICE
STATE OF NH

Contractor Initials J. G.
Date 5/29/13

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 Nashua sidewalk removal and replacement. Contractor is responsible for any permits that may be required for project.

SCOPE

This document defines specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of implementing New Hampshire Employment Security (NHES) Nashua Sidewalk Project. Contractor is responsible to obtain all permits necessary to accomplish project. Contractor is responsible to comply with all State, County, City, & Town requirements for this type of construction. Contractor is responsible for measuring all areas to be replaced. Contractor will comply with NH DOT standards for paving, curbing, walkways and current NH ADA Access Standards.

DESCRIPTION OF WORK

NH Employment Security seeks bids for Nashua Sidewalk Project. Contractor will remove existing sidewalk and replace with concrete and/or raised asphalt sidewalk. NHES intends to contract for all phases of removal and replacement of Nashua Sidewalk.

SPECIFICATIONS

Contractor requirements include but are not limited to:

- A. Contractor will remove and replace concrete sidewalk from front of NHES Nashua and adjacent to parking lot at sides of and behind building. Area to be removed is identified in attached schematic.
- B. Ramp replacement will be concrete, to ADA standards and a minimum of current dimensions.
- C. Contractor will repair parking lot area abutting sidewalk, including replacement of motorcycle pad and concrete area in front of employee entrance.
- D. Contractor will properly dispose of concrete sidewalk panels off site.
- E. Contractor will add crushed bank run gravel and compact, if and where applicable. There will be a minimum of four inches (4") of crushed bank gravel after compacting. Prior to sidewalk placement, crushed gravel sub base will be thoroughly compacted using roller until density requirements are met.
- F. Sidewalk will be a minimum of five feet (5') wide – or current width of sidewalk, whichever is wider, exclusive of curb, and will have transverse slope to street, driveway, or parking area. Slope will be a minimum of one percent (1%) to a maximum of two percent (2%).
- G. Contractor will apply two (2) coats of salt guard sealant on walkway, if cement, and on any new concrete areas.
- H. If asphalt bid is selected, Contractor will supply and install three inch (3") asphalt sidewalk using two inch (2") binder, type C (1/2 inch) with type F (3/8 inch) wearing course of one inch (1") or better to finish. Finished height will not be higher than top of curb and/or parking lot, where applicable.
- I. Contractor will provide safe and secure access to front and rear entrances during work hours until acceptable paved walkway is in place, i.e. install plywood ramp at rear entrance from curb to doorway to avoid potential trip hazards.
- J. All demolition, excavation, and preparation of areas from front entrance to side employee entrance will be done on weekends. Sidewalk to left of entrance and rear of building may be done during work hours providing someone directs pedestrian traffic. Paving may be done during workday. Contractor will provide traffic control at parking lot and building entrances.

- K. Contractor is responsible for measuring all areas to be replaced.
- L. Landscaping will be corrected to original or better condition when project is complete.

SAFETY ISSUES AND COMPLIANCE REQUIREMENTS

- 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.
- Work will be performed in a manner compliant with existing state 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 and the general public.
- Contractor will provide vehicular and pedestrian traffic control.
- NHES Nashua, 6 Townsend West, may 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.
- 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.
- Contractor will furnish and install all signs, lights and reflectors – whatever protective devices are required to ensure safety of the public, employees, and Contractor.
- Contractor will keep access roads and walkways clear of debris and construction equipment.
- 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.
- 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.
- Contractor must provide Material Safety Data Sheets before project start, if applicable.

RUBBISH AND DEBRIS

- 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.
- 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 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 NH Employment Security upon completion of each phase of construction, with three distinct phases. Each phase of construction must be reviewed and acceptance by NHES.

Phase 1	Excavation & Demolition	\$ 9,100
Phase 2	Granite Curbing Install	\$ 9,100
Phase 3	Concrete/paving	\$ 9,100
*Reserve Fund		\$ 3,000
Total Contract not to exceed:		\$30,300

Invoice must include:

- 1. Date work was done.**
- 2. Brief description of work done**
- 3. Physical location of job site**

Invoices must be submitted showing sufficient detail. Payment will be made through normal State payment process - within 30 days following receipt of approved invoice upon completion and acceptance of work by NH Employment Security.

Invoices will be sent to:

Helen A. Dinsmore
NH Employment Security
32 South Main St
Concord NH 03301-4857

*** Reserve Fund may not be expended without prior authorization from NHES.**

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon Governor and Council approval and terminate on November 30, 2013.

TERMINATION

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 all necessary forms, if applicable, prior to any work being done. There is a \$25 fee for each Criminal Record check. Contractor must provide a **Certificate of Good Standing** from NH Secretary of State, 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.

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

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. **If rate is not defined, please reference lowest skilled rate for wage comparison; employee cannot be paid less than lowest skilled rate, which includes fringe benefit assignation. Contractor will provide certified payroll for work.**

AMERICANS WITH DISABILITIES ACT

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

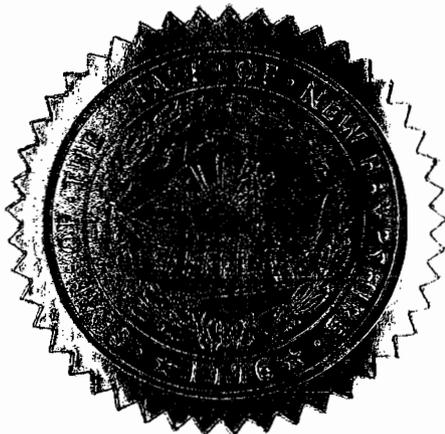
PAYMENT and PERFORMANCE BONDS

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16.

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 All Phase Paving & Excavating LLC is a New Hampshire limited liability company formed on February 5, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 31st day of May, A.D. 2013

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

William M. Gardner
Secretary of State

ALL PHASE PAVING & EXCAVATING
40 LONGHILL ROAD
RAYMOND, NH, 03077

I, Joe Galinha, hereby certify that I am the single MEMBER of All Phase Paving & Excavating, LLC, a limited liability company under RSA 304-C. I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the LLC.

DATED: 5/29/13

ATTEST: Joseph Galinha / ALL Phase Paving owner
Name Title


Signature of Notary Public/Justice of Peace

[Seal]

Alice P. Bisson, Notary Public
Name & Title of Notary Public/Justice of Peace and Commission Expires

ALICE P. BISSON
Notary Public - New Hampshire
My Commission Expires February 2, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance 475C High Street Somersworth NH 03878		CONTACT NAME: Deborah Gifford PHONE (A/C, No, Ext): (603) 742-2552 FAX (A/C, No): (603) 742-4509 E-MAIL ADDRESS: dgifford@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A MMG Ins Co 15997	
INSURED ALL PHASE PAVING LLC 40 LONGHILL RD RAYMOND NH 03077-1223		INSURER B MMG (Maine Mutual) Ins.	
		INSURER C Technology Ins Co, Inc.	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL136586652 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 Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			SC 0129045	5/14/2013	5/14/2014	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BINDER	6/5/2013	6/5/2014	COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS								BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS									PROPERTY DAMAGE (Per accident) \$
										\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BINDER	6/5/2013	6/5/2014	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE								AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BINDER	5/14/2013	5/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A							E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE \$ 100,000
										E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Replacement of sidewalk around NH Employment Security Office in Nashua, NH with a concrete entrance, paved walkway, setup of handicap ramp and granite curbing. With respect to noted project, the certificate holder is Additionally Insured ATIMA under Liability except WC.

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER New Hampshire Employment Security 32 South Main 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 Deborah Gifford/DG5 <i>Deborah L. Gifford</i>

NH Employment Security NASHUA SIDEWALK PROJECT

Bid Opening 4/22/13 2:00PM

11 RFPs Distributed: 4 Newspaper, 4 Internet, 3 NHES Database Responses. 3 Contractors Submitted Bids

Vendor Bid Ascertained Via	Vendor Address	Bid	Mandatory Pre-Bid Conference Reason for not bidding
A & C Sealcoating & Paving Brandon Dunn NHES Database	791 Laconia Rd, Belmont, NH, 03220 ACSealcoating12@hotmail.com (603) 524-7190	NO BID	Did not attend mandatory meeting.
All Phase Paving & Excavating, LLC Joe Galinha Internet	40 Longhill Rd, Raymond, NH, 03077 joe@allphasenterprises.com (603)325-9179	#1 \$23,865 #2 \$27,300 #3 \$29,465	Attended Meeting BID WINNER, Option 2
E. Guimond Construction LLC Sherry Specht Newspaper	103 Knox Rd, Bow, NH, 03304 equimondllc@myfairpoint.net (603) 224-8367	NO BID	Did not attend mandatory meeting.
Four Corners T. Justin Caldon NHES Database	33 High Street, Gilmanston, NH, 03237 4cornersales@metrocast.net (603) 267-8100	NO BID	Did not attend mandatory meeting.
Granite State Curbing Jacob Pfaff Internet	65 Pinewood Rd, Allenstown, NH, 03275 jakep@granitestatecurb.com ; jacobpfaff@hotmail.com	NO BID	Did not attend mandatory meeting.
Henniker Sewer & Drain Nathan Bratko Internet	133 Buxton Industrial Dr., Henniker, Nh, 03242 hennikersewer2@gmail.com O(603) 428-8467; C (603) 848-8161	NO BID	Did not attend mandatory meeting.
Hudson Paving Larry Taylor NHES Database	19 Barretts Hill Rd, Hudson, NH, 03051 HUDSONPE@comcast.net (603) 882-6854	#1 \$33,650 #2 \$38,850 #3 \$45,765	Attended Meeting
Jungle Jims Michelle Cleary Dan Morgan Newspaper	2100 Dover Rd, Epsom, NH, 03234 mclearyjunglejims@metrocast.net dmorganjunglejims@metrocast.net (603) 736-8896 or cell 231-4046	NO BID	Attended Meeting
Pichette Brothers Pete Kashulines Newspaper	1650 Elm St, Manchester, NH, 03101 pichettep@aol.com (603) 625-6756	NO BID	Did not attend mandatory meeting.
Rhema Inc. Bernard Cyr Internet	17 Newton Rd, Plaistow, NH, 03865 Bernard@Rhemanh.com (603) 382-8384	#1 \$29,350 #2 \$35,500 #3 \$28,500	Attended Meeting

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

