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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
**BUREAU OF HISTORIC SITES**

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Email: [nhparks@dncr.nh.gov](mailto:nhparks@dncr.nh.gov) Web: [www.nhstateparks.org](http://www.nhstateparks.org)

April 5, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Historic Sites to enter into a **SOLE SOURCE** contract amendment with Avatar Construction Corporation (VC #279064), Cambridge, MA, by increasing the contract amount by \$20,406 from \$168,600 to \$189,006 for an additional cost on roof shingles for the "Wentworth Coolidge Mansion Roof Replacement" project upon Governor and Executive Council through October 31, 2018. The original contract was approved by Governor and Executive Council on February 21, 2018, Item #37. **100% Capital Fund**

Funding is available as follows:

	<b><u>FY2018</u></b>
03-35-35-350030-17220000	
17-228:1-XVIII:D Restorations at Historic Sites	\$20,406
034-500162 Capital Projects	

**EXPLANATION**

In February 2018, the Governor and Executive Council approved a contract to replace the roof on the Wentworth Coolidge Mansion at Wentworth Coolidge State Historic Site in Portsmouth, NH. The specifications for the contract called for Alaskan yellow cedar shingles, however on March 15, 2018 those shingles, which are available only from Canada, became subject to tariffs at the rate of 20.83% (US Customs and Border Protection CMS #18-000223). Since the contractor submitted a bid on November 30, 2017 before having any knowledge of the tariff, we are requesting an amendment to this contract to cover the additional cost of the shingles under the new customs duties. Additionally, due to the amount required to cover the extra cost of the tariff being more than 10% of the original contract, this amendment is considered **sole source**.

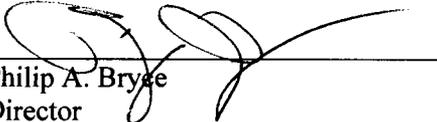
Alternative roof shingles produced in the United States were considered for this project including white pine, western red cedar, and eastern white cedar. However, the Alaskan yellow cedar shingles are manufactured from old growth trees with comparatively much tighter growth rings which makes them the densest, most decay resistant and most durable wood shingles available. We expect a 40 to 50 year lifespan from the yellow cedar as opposed to the 20 to 25 year lifespan of red cedar which is the best of the available alternatives. Taking into consideration the full life-cycle cost benefit analysis, it is worth maintaining the specification for Alaskan yellow cedar shingles even with the extra cost of the tariff added in.

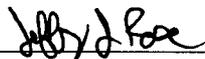
The Attorney General's Office has approved the contract amendment as to form, substance and execution. Thank you for your consideration.

Respectfully submitted,

Concurred,

(CWR)

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

## Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources and Avatar Construction Corporation hereby mutually agree to amend the contract for roof replacements on the Wentworth Coolidge Mansion in Portsmouth, originally approved by the Governor and Executive Council on February 21, 2018, Item #37, with a completion date of October 31, 2018, as follows:

1. Amend Form P-37, Item 1.8 Price Limitation, and Exhibit B, Contract Price, by increasing the contract amount by \$20,406 from \$168,600 to \$189,006;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

### Avatar Construction Corporation

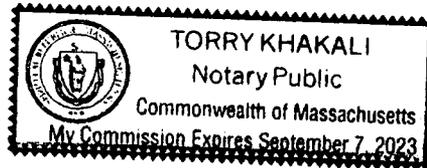
  
\_\_\_\_\_  
Nazar Vincent, President

09/04/18  
\_\_\_\_\_  
Date

STATE OF MA  
COUNTY OF Middlesex

On this the 4<sup>th</sup> day of April 2018, before me Torry Khakali, the undersigned officer, personally appeared Nazar Vincent, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 09/07/2023

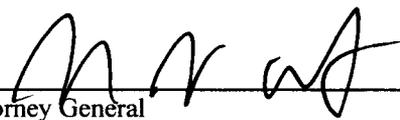


### Department of Natural and Cultural Resources

  
\_\_\_\_\_  
Jeffrey J. Rose, Commissioner

4/13/18  
\_\_\_\_\_  
Date

Approved as to form, substance and execution:

  
\_\_\_\_\_  
Attorney General

4/13/18  
\_\_\_\_\_  
Date

# State of New Hampshire

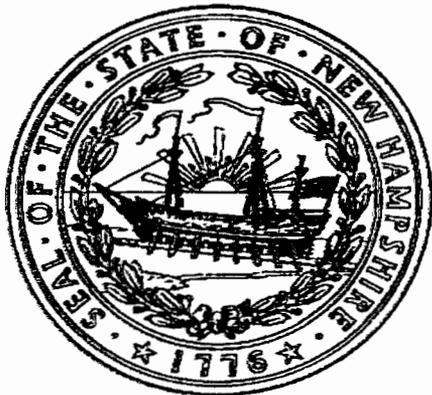
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AVATAR CONSTRUCTION CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 01, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **761906**

Certificate Number: **0004074823**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**Sole Owner/Proprietor Certification of Authority**

I, Nazim Vincent, hereby certify that I am the Sole Owner / Proprietor  
(Name)

of Autor Construction, Inc. is registered in good standing with the Secretary  
(Name of Business)

of State. I certify that I am the sole owner / proprietor of my business.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 04/04/18

ATTEST: Nazim Vincent, President  
(Name and Title)



AVATA-2

OP ID: NB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2018

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

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

<b>PRODUCER</b> Planright Insurance-Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439		<b>CONTACT NAME:</b> James A Santo	
	603-890-6439		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b> 603-890-6521
			<b>E-MAIL ADDRESS:</b> jamie@santoinurance.com	
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURER A:</b> Western World Insurance Co				
<b>INSURER B:</b> Hanover Insurance Co				22292
<b>INSURER C:</b> Liberty Mutual Insurance Co				33600
<b>INSURER D:</b>				
<b>INSURER E:</b>				
<b>INSURER F:</b>				

**INSURED** Avatar Construction Corporation  
 223 Concord Tpk, Ste 448  
 Cambridge, MA 02140

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NPP8361029	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWVD138288	01/06/2018	01/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-31S-615411-018 3A NH	01/05/2018	01/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nazar Vincent excluded from work comp coverage

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of NH Dept of Natural & Cultural Resources; Division of Parks & Rec  
 172 Pembroke Rd  
 Concord, NH 03302

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  
*James Santo*

**RIDER**

TO BE ATTACHED TO AND FORM PART OF

AIA - A312 - P&P BOND

*(Bond Type)*

NO. 60125656

*(Bond Number)*

IN FAVOR OF NH Department of Natural & Cultural Resources

*(Obligee)*

ON BEHALF OF Avatar Construction, Inc.

*(Principal)*

EFFECTIVE January 18, 2018

*(Original Effective Date)*

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Capitol Indemnity Corporation,  
hereby gives its consent to change;

Bond/Contract Amount

(of) the attached bond FROM: Old Bond Amount = \$168,600.00

TO: New Bond Amount = \$189,006.00

REASON:

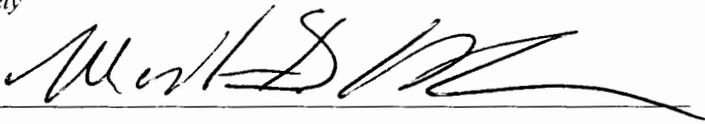
EFFECTIVE: April 4, 2018

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 4th day of April, 2018.

Capitol Indemnity Corporation

*Surety*



*Mark D. Leskani, Attorney-in-fact*

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60127910

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK D. LESKANIC; MATTHEW LESKANIC -----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, with or without and with or without bonds, undertakings and contracts of surety, stip, provided that no bond or undertaking or contract or surety shall be entered under this authority, that is executed in an amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

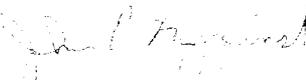
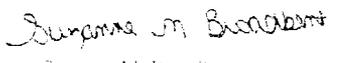
the Power of Attorney, is granted and is signed and sealed by the said, and by the authority of the following resolution adopted on the Board of Directors of CAPITOL INDEMNITY CORPORATION, at a meeting duly called and held on the 31st day of May, 2017:

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or jointly, as they hereby are granted the power and authorization to appoint by a Power of Attorney, for the purposes only of executing and delivering and undertaking and other writings, in whatever nature thereof, one or more persons, their vice-presidents, directors, secretaries, attorneys-in-fact and appointees of those persons and officers usual to such offices to the business of this company, the signature of such contract and seal of this Company, may be affixed to any such power of attorney, or to any certificate relating thereto by facsimile, and any such power of attorney, or certificate relating thereto, if signed by such persons or officers, shall be valid and binding upon the Company, and any such power of execution and certificate, if signed by such persons and facsimile seal shall be valid and binding upon the Company, in the nature with respect to any bond or undertaking or other writing, in whatever nature thereof, to which it is attached. Any such appointment may be revoked, in writing, or withdrawn, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and on final estimates of engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that, concerning to the State of Florida Department of Transportation, the final payment of the final estimate to the Contractor and/or its assignee shall not require this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner, Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION, has caused these presents to be signed by its officers and sealed and its corporate seal to be hereunto affixed duly attested, this 31st day of May, 2017.

Attest:  
  
John E. Rzaginski  
Vice President, Treasurer & CFO  
  
Suzanne M. Broadbent  
Assistant Secretary

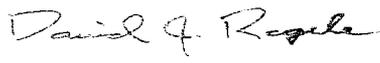


CAPITOL INDEMNITY CORPORATION  
  
Stephen J. Sillis  
Chief Executive Officer

STATE OF WISCONSIN }  
COUNTY OF DANE }

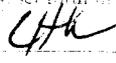
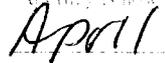
On the 31st day of May, 2017 before me personally came Stephen J. Sillis, as he knows and being personally known to me, and said that he resides in the County of New York, State of New York, that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and herein executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed in said instrument in the name of said corporation.



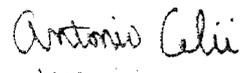
  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Expires: 12/31/2018

STATE OF WISCONSIN }  
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, as the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this  day of  April, 20  18



  
Antonio Celii  
General Counsel, Vice President & Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based on Final Contract Amount

Bond No. 60125656

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):  
AVATAR CONSTRUCTION, INC.  
223 Concord Turnpike, Suite 448  
Cambridge, MA 02140

SURETY (Name and Principal Place of Business):  
Capitol Indemnity Corporation  
P.O. Box 5900  
Madison, WI 53705

OWNER (Name and Address):  
NH Department of Natural & Cultural Resources  
172 Pembroke Rd.  
Concord, NH 03301

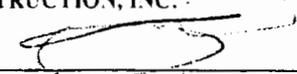
CONSTRUCTION CONTRACT

Date: **December 29th, 2017**  
Amount: **One Hundred Sixty Eight Thousand Six Hundred and no/100 Dollars (\$168,600.00)**  
Description (Name and Location):  
**Roofing Replacement Wentworth Coolidge Mansion**

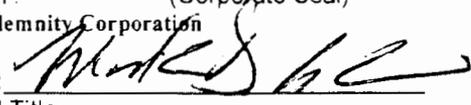
BOND

Date (Not earlier than Construction Contract Date): **January 18th, 2018**  
Amount: **One Hundred Sixty Eight Thousand Six Hundred and no/100 Dollars (\$168,600.00)**  
Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: (Corporate Seal)  
AVATAR CONSTRUCTION, INC.

Signature:   
Name and Title: **NAZIM Vincent, Pres.**

SURETY  
COMPANY: (Corporate Seal)  
Capitol Indemnity Corporation

Signature:   
Name and Title: **Mark D. Leskani, Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
SURETY BOND PROFESSIONALS, INC.  
205 Union St., 2nd Floor  
Natick, MA 01760

OWNER'S REPRESENTATIVE (Architect,  
or Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

reasonable promptness under the circumstances

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4, and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

9. Any proceeding, legal or equitable under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY Company

(Corporate Seal)

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. **60125656**

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):  
**AVATAR CONSTRUCTION, INC.**  
223 Concord Turnpike, Suite 448  
Cambridge, MA 02140

SURETY (Name and Principal Place of Business):  
**Capitol Indemnity Corporation**  
P.O. Box 5900  
Madison, WI 53705

OWNER (Name and Address):  
**NH Department of Natural & Cultural Resources**  
172 Pembroke Rd.  
Concord, NH 03301

### CONSTRUCTION CONTRACT

Date **December 29th, 2017**

Amount: **One Hundred Sixty Eight Thousand Six Hundred and no/100 Dollars (\$168,600.00)**

Description (Name and Location):

**Roofing Replacement Wentworth Coolidge Mansion**  
BOND

Date (Not earlier than Construction Contract Date): **January 18th, 2018**

Amount: **One Hundred Sixty Eight Thousand Six Hundred and no/100 Dollars (\$168,600.00)**

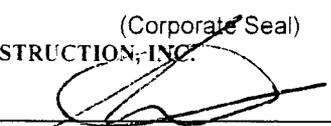
Modifications to this Bond:                      None                                              X See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY:                      (Corporate Seal)  
**AVATAR CONSTRUCTION, INC.**

COMPANY:                      (Corporate Seal)  
**Capitol Indemnity Corporation**

Signature:   
Name and Title: **Mark D. Leskanic, P.E.**

Signature:   
Name and Title: **Mark D. Leskanic, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
**SURETY BOND PROFESSIONALS, INC.**  
205 Union St., 2nd Floor  
Natick, MA 01760

OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party).

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15. DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

1. Amend paragraphs 4.1 and 4.2.3 dealing with notice to the surety by adding at the end of each paragraph "and furnished to surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Amend paragraph 5 by changing "or" to "and" so it reads

5 If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.

3. Paragraph 6 above is deleted in its entirety and the following is substituted in its place.

6 When the claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount, provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any claimant under this Bond exceed the sum properly due such claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page )

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title  
Address:

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title:  
Address:

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60125656

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----MARK D. LESKANIC; MATTHEW LESKANIC-----

its true and lawful Attorney-in-fact, to make, execute, seal and deliver, and, in his behalf, as such, and in its act and deed, any and all bonds, undertakings and contracts of surety-ship; provided that no bond or undertaking or contract of surety-ship procured under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and assigned and sealed by resolution duly adopted by the authority of and following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2012.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer acting individually or otherwise and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purpose only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice presidents, assistant secretaries and attorneys-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may, be affixed to any such power of attorney or to any certificate relating thereto; the initials and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power or seal, when and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release or retained participations and/or final estimates in engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that in consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, it is not intended this surety company or any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } ss  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came, Stephen J. Sills to me known to be being by me duly sworn, did depose and say, that he resides in the County of New York, State of New York, that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by their order.



*David J. Regale*  
David J. Regale  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } ss  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the President of CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of January, 2018



*Antonio Celi*  
Antonio Celi  
Secretary



JAR  
31

STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
BUREAU OF HISTORIC SITES

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Email: nhparks@dred.nh.gov Web: www.nhstateparks.org

January 9, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Historic Sites to enter into a contract with Avatar Construction Corporation (VC #279064), Cambridge, MA in the amount of \$168,600 to perform roof replacement on the Wentworth Coolidge Mansion in Portsmouth upon Governor and Executive Council through October 31, 2018. **100% Capital Fund**

Funding is available as follows:

	<b><u>FY2018</u></b>
03-35-35-350030-17220000	
17-228:1-XVIII:D Restorations at Historic Sites	\$168,600
034-500162 Capital Projects	

**EXPLANATION**

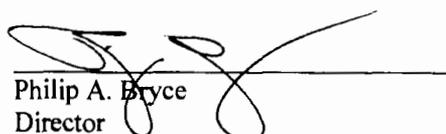
The Division of Parks and Recreation, Bureau of Historic Sites manages the Wentworth Coolidge Mansion at Wentworth Coolidge State Historic Site in Portsmouth, NH. The existing red cedar shingles installed in 1990 are worn out and replacement of the roof is necessary in order to protect the integrity of this historic building. Pre-painted Alaskan yellow cedar shingles which are more decay resistant than red cedar will be installed. Copper gutters and ridge caps will also be restored in compliance with historic preservation standards.

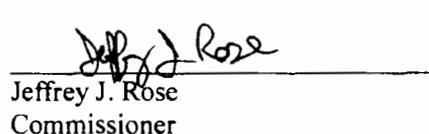
On October 24, 2017, an invitation to submit bids for roof replacement on the Wentworth Coolidge Mansion was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Five (5) contractors attended a mandatory pre-bid meeting on November 14, 2017. Two (2) bid proposals were received on November 30, 2017, and Avatar Construction Corporation was the low bidder. Attached for your information is a summary of the bids received for this project.

The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred, KJR

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

**State of New Hampshire  
 Department of Natural and Cultural Resources  
 Division of Parks and Recreation  
 Planning and Development**

**Bid List**

**ROOFING REPLACEMENT WENTWORTH  
 COOLIDGE**

Project No.            **HIS-1800**  
 Date:                      **11/30/2017**

**Mandatory Pre Bid Attendees**

**Contractors:**

	Attended Mandatory Pre-bid	Lump Sum Bid
Avatar Construction Cambridge, MA	Yes	\$ 168,600.00
Viking Roofing 10 Clinton Dr. Hollis, NH 03049	Yes	\$ 429,158.20
Aulson Co. Inc 49 Danton Drive Methuen, MA 08144	Yes	Late Bid
Jeff Bryan Remodeling Inc 670 Portsmouth Ave. Greenland, NH 03840	Yes	No Bid
KS LLC (Wolf Rock Construction) 765 Grenville Rd. Mason, NH 03048	Yes	No Bid

Bidding Procedure: This project was put out to bid on October 24, 2017. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting and Works in Progress. The bidding period went on for three weeks. A mandatory pre-bid meeting was held on November 14, 2017 and Five (5) potential bidders attended. Bids closed on 2:00 pm. November 30, 2017 at a public bid opening at the DNCR office. Two (2) bids were received and the low bidder, Avatar Construction Inc. was accepted in the amount of \$168,600 pending approval by Governor and Executive Council.

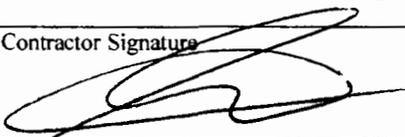
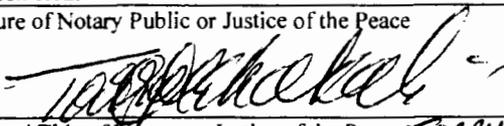
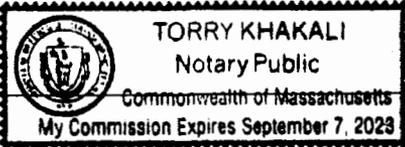
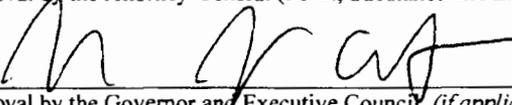
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name Avatar Construction Inc.		1.4 Contractor Address 223 Concord Turnpike Unit 448 Cambridge, MA 02140	
1.5 Contractor Phone Number 603-513-2878	1.6 Account Number 034-17220000-500162-35B093AC	1.7 Completion Date October 31, 2018	1.8 Price Limitation \$168,600
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-7580 Ext 404	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vincent, Pres.	
1.13 Acknowledgement: State of MA, County of Middlesex On Dec 29, 2017, 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Torry Khakali, Assistant Manager			
1.14 State Agency Signature  Date: 1/30/18		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/31/2018			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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 80:7c 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date

*AW*  
*12/29/17*

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 91A 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

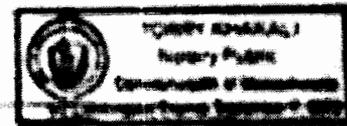
**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**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.

Contractor Initials 12/29/17  
Date NUT

**ADMINISTRATIVE**  
 The State of New Hampshire and the Commission hereby certify to the following  
**GENERAL PROVISIONS**

<b>1.2 State Agency Name</b> Department of Natural and Cultural Resources Division of Parks and Recreation		<b>1.3 State Agency Address</b> 171 Parkside Rd. Concord, NH 03304	
<b>1.3 Contractor Name</b> Annis Construction Inc.		<b>1.4 Contractor Address</b> 221 Concord Turnpike Leam 408 Concord, NH 03304	
<b>1.5 Contract Plan Number</b> 600-013-2076	<b>1.6 Purchase Number</b> 2014-172300000-700047 300000000	<b>1.7 Contract Date</b> October 31, 2016	<b>1.8 Price Limitation</b> \$400,000
<b>1.9 Contracting Officer for State Agency</b> Edward Murray, Public Works Program Manager I		<b>1.10 State Agency Telephone Number</b> 603.271.7381 Ext. 404	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jeffrey J. Rose, Pres	
<b>1.13 Acknowledgments</b> State of <u>NH</u> County of <u>Merrimack</u> On <u>Dec 29 2016</u> before the undersigned official personally appeared the person identified in block 1.12, or a duly authorized agent or his authorized representative as signed in block 1.12 and acknowledged that she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Jeffrey J. Rose, <u>Assistant Manager</u>		<b>1.14 State Agency Signature</b> 	
<b>1.15 Approved by the NH Department of Administration, Division of Personnel if applicable</b> _____ Director, On _____			

Approved by the Advisory Council of Parks, Recreation and Forestry if applicable:

On \_\_\_\_\_

Approved by the Commission and Executive Council if applicable:

On \_\_\_\_\_

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION

ROOFING REPLACEMENT WENTWORTH COOLIDGE MANSION  
375 LITTLE HARBOR ROAD PORTSMOUTH, NH.

EXHIBIT A

**SUMMARY OF THE WORK** The intent of the contract is to provide the State with a new roof on the Wentworth Coolidge Mansion at 375 Little Harbor Road Portsmouth, NH. According to, in compliance with, and as indicated by and in the Department's plans and specifications ("Alaskan Yellow Cedar Shingle Roof Replacement Wentworth Coolidge Mansion 375 Little Harbor Rd. Portsmouth, NH 03801") dated October 20, 2017. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

**EXTENT OF THE WORK:**

- a) Strip off and dispose of existing cedar shingle roofing.
- b) Inspect furring strips for damage and replace as required.
- c) Replace deteriorated fascia and rake boards.
- d) Inspect rain gutter system and replace rain gutters and rain leaders as required.
- e) Install new pre-painted Alaskan yellow cedar shingles on the roof.
- f) Install two roof mounted solar attic fans and hardwire to electric system.
- g) Install four new skylights to be provided by the Historic Sites Bureau.
- h) Inspect the lightning grounding system and repair as necessary

EXHIBIT B

Contract Price

Total contract shall not exceed \$168,600.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by the Public Works Project Manager.

Term

This contract shall commence upon approval of the Commissioner of the Department of Natural and Cultural Resources with a completion date of October 31, 2018.

EXHIBIT C

There are no additional provisions on this contract.

Contractor Initials MU  
Date 12/29/17

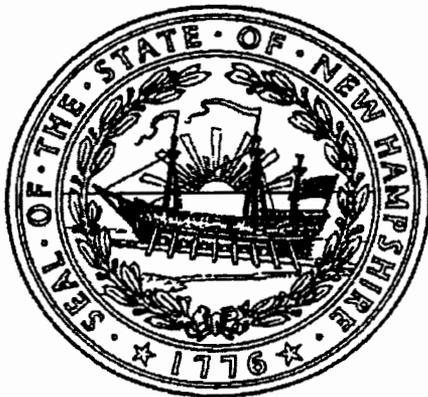
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AVATAR CONSTRUCTION CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 01, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761906



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Sole Owner/Proprietor Certification of Authority**

I, NAZAR VINCENT, hereby certify that I am the Sole Owner / Proprietor  
(Name)

of AVATAR Construction, Inc which is registered in good standing with the Secretary  
(Name of Business)

of State. I certify that I am the sole owner / proprietor of my business.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 12/29/17

ATTEST: NAZAR VINCENT, Pres  
(Name and Title)



AVATA-2

OP ID: NB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2018

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

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

PRODUCER Planright Insurance-Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439	CONTACT NAME James A Santo	PHONE (A/C, No, Ext) 603-890-6439	FAX (A/C, No) 603-890-6521
		E-MAIL ADDRESS jamie@santoinsurance.com		
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Western World Insurance Co				
INSURER B: Hanover Insurance Co				22292
INSURER C: Liberty Mutual Insurance Co				33600
INSURER D:				
INSURER E:				
INSURER F:				

INSURED Avatar Construction Corporation  
223 Concord Tpke, Ste 448  
Cambridge, MA 02140

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NPP8361029	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWVD138288	01/06/2018	01/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-31S-615411-018 3A NH	01/05/2018	01/05/2019	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nazar Vincent excluded from work comp coverage

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Dept of Natural & Cultural Resources; Division of Parks & Rec  
172 Pembroke Rd  
Concord, NH 03302

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

*James Santo*

ACORD 25 (2016/03)

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