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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Email: nhparks@dncr.nh.gov Web: www.nhstateparks.org

June 26, 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 to enter into a contract with Avatar Construction Corporation (VC #279064), Cambridge, MA in the amount of \$88,244 to perform roof replacement on multiple buildings at Bear Brook State Park in Allenstown, NH upon Governor and Executive Council through September 28, 2018.
100% Capital Fund

Funding is available as follows:

	<u>FY2019</u>
03-35-35-350030-17190000	
17-228:1-XVIII:B Building Roofs	\$88,244
034-500162-35B003AC Capital Projects	

EXPLANATION

The Division of Parks and Recreation manages Bear Brook State Park in Allenstown, NH. The existing asphalt shingle roofs on 12 buildings within the Park are worn out and replacement of the roofs are necessary in order to protect the integrity of these buildings.

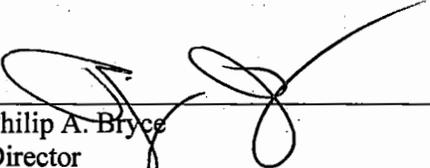
On May 15, 2018, an invitation to submit bids for asphalt shingle roof replacements at Bear Brook State Park was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Six (6) contractors attended a mandatory pre-bid meeting on May 31, 2018. Five (5) bid proposals were received on June 7, 2018, and Avatar Construction Corporation was the low bidder. Attached for your information is a summary of the bids received for this project.

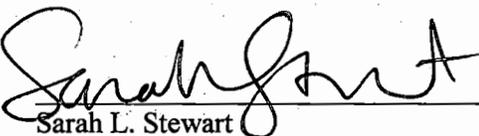
The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,

(CSW)


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

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

Bid List

**Asphalt Shingle Roof Replacements Bear
 Brook State Park Allenstown, NH**

**Project No.
 Date:**

**CAP-1931
 6/7/2018**

Bid List

Contractors:

Lump Sum Base Bid

B.J. Youngs Construction 421 New Rye Rd. Epsom, NH 03234	\$ 95,850.00	
Wolf Rock Construction 765 Greenville Rd Mason, NH	\$ 128,974.00	
Oneway Painting & Roofing 44 Springvale, MA 01904	\$ 96,950.00	
Davis Construction 406 Union St. Peterborough, NH 03432		
LGR1 Inc. 165 Chelmsford, St Lowell, MA 01851	\$ 111,616.00	
Avatar Construction 223 Concord Tpke. Unit 448 4 Cambridge MA 02140	\$ 88,244.00	Awarded Pending Governor and Council Approval

Bidding Procedure: This project was put out to bid on May 15, 2018. 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. A Mandatory Pre-bid meeting was held on May 31, 2018 and Six (6) Potential Bidders attended. Bids closed on June 7, 2018 at a public bid opening at the DNCR office. Five (5) bids were received, and the low bidder Avatar Construction, LLC was accepted in the amount of \$88,260.00 pending approval by Governor and Executive Council.

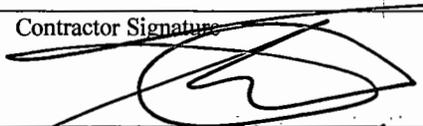
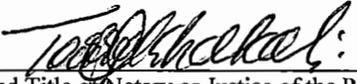
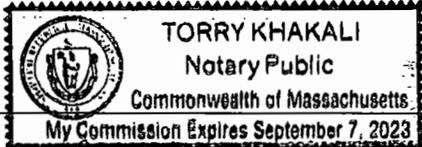
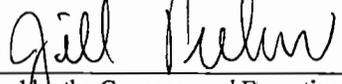
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Road Concord, NH 03301	
1.3 Contractor Name Avatar Construction Inc		1.4 Contractor Address 223 Concord Turnpike Cambridge, MA 02140	
1.5 Contractor Phone Number 603-513-2878	1.6 Account Number 30-17190000-034-500162	1.7 Completion Date September 28, 2018	1.8 Price Limitation 388,244
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nason Vincent, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>4/11/18</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace TORREY KHAKALI		Assistant Manager	
1.14 State Agency Signature  Date: 7/3/18		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/10/18			
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

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.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

ASPHALT SHINGLE ROOF REPLACEMENT FOR MULTIPLE BUILDINGS AT BEAR BROOK
STATE PARK, ALLENSTOWN, NH.

EXHIBIT A

SUMMARY OF THE WORK The intent of the contract is to provide the State with new Asphalt Shingle Roofs on multiple buildings located in Bear Brook State Park Allenstown, NH. According to, in compliance with, and as indicated by and in the Department's plans and specifications ("Asphalt Shingle Roofing Replacements Bear Brook State Park Allenstown, NH") dated May 15, 2018. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

EXTENT OF THE WORK:

- a) Strip off and Replace Asphalt Shingle Roofing on the following Buildings at Bear Brook State Park:
 - 1. Bear Hill Area, Shower & Toilet Building (BBR99)
 - 2. Bear Hill Area, Maintenance Garage #27 (BBR40)
 - 3. Bear Hill Area, Pump House (BBR74)
 - 4. Bear Hill Area, Cabin #16 (BBR46E)
 - 5. Bear Hill Area, Water Tower (BBR74A)
 - 6. Bear Hill Area, Unit Lodge Oaks #6 (BBR45)
 - 7. Bear Hill Area, Unit Lodge #17 Maples (BBR48)
 - 8. Bear Hill Area, Mansion #28 (BBR39)
 - 9. Bear Hill Area Office #26 (BBR33)
 - 10. Bear Hill Area Picnic Shelter (BBR98)
 - 11. South Region Office (BBR05)
 - 12. South Region Office Storage Shed (BBR86)
- b) Replace deteriorated Sheathing Boards where necessary per the sheathing board replacement allowance.
- c) Replace deteriorated fascia, fascia trim, rake and rake trim boards where necessary.
- d) Install 1/2" CDX Plywood overlay on entire roof surfaces if requested by the project manager per the plywood overlay allowance.
- e) Install aluminum dripedge, Ice & Watershield, metal valleys and New Architectural Style Asphalt Shingles.
- f) Repoint or Reconstruct the Stone Masonry Chimneys on the following Buildings:
 - 1. Bear Hill Area, Unit Lodge Oaks #6 (BBR45)
 - 2. Bear Hill Area, Unit Lodge #17 Maples (BBR48)
 - 3. Bear Hill Area, Mansion #28 (BBR39)
 - 4. South Region Office (BBR05)

Contractors Initials

Date

NV
06/11/18

- g) Provide a 2 year 100% Performance and Payment Bond to guarantee all work performed under this contract.
- h) Provide 2 Years Installers Warranty at the completion of the job.
- i) Provide 50 Year Asphalt Shingle Manufacturers Warranties at the Completion of the job.
- j) Provide Shingle Manufacturers Wind Warranty 110 mph at the completion of the job.

EXHIBIT B

Contract Price

Total contract shall not exceed \$88,244.00

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 with a completion date of September 28, 2018.

EXHIBIT C

There are no additional provisions on this contract.

Contractors Initials NV
Date 06/11/18

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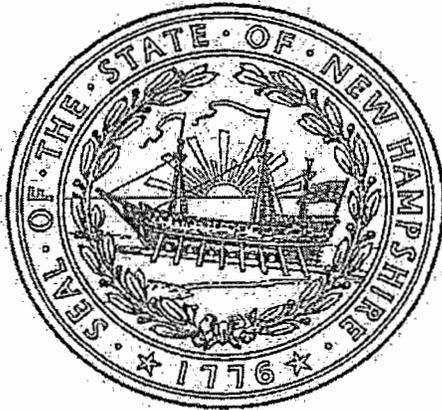
State of New Hampshire

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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	AVATAR CONSTRUCTION CORPORATION	Business ID:	761906
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	01/01/2017	Name in State of Incorporation:	AVATAR CONSTRUCTION CORPORATION
Date of Formation in Jurisdiction:	12/19/2016		
Principal Office Address:	223 Concord Trpk, Suite 448, Cambridge, MA, 02140, USA	Mailing Address:	223 Concord Trpk, Suite 448, Cambridge, MA, 02140, USA
Citizenship / State of Incorporation:	Foreign/Massachusetts		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	info@avatarconstructioninc.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Construction	New Single-Family Housing Construction (except For-Sale Builders)
2	Construction	Residential Remodelers
3	Construction	Commercial and Institutional Building Construction

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: INCORP SERVICES, INC.

Registered Office Address: 152 S Mast Street,,,, Goffstown, NH, 03045, USA

Registered Mailing Address: ,,,

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
[Shares](#)
[Businesses Linked to Registered Agent](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Sole Owner/Proprietor Certification of Authority

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

of AVIATOR 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: 06/11/18

ATTEST: NORM VINCENT, PRES.
(Name and Title)



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).

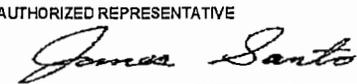
PRODUCER Planright Insurance-Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439	CONTACT NAME: James A Santo PHONE (A/C, No, Ext): 603-890-6439 FAX (A/C, No): 603-890-6521 E-MAIL ADDRESS: jamie@santoinurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Western World Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Hanover Insurance Co</td> <td>22292</td> </tr> <tr> <td>INSURER C: Liberty Mutual Insurance Co</td> <td>33600</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		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:
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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	ADCL 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"/> PRO-JECT <input type="checkbox"/> LOC 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 - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-315-615411-018 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 State of NH Dept of Natural & Cultural Resources; Division of Parks & Rec 172 Pembroke Rd Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

PERFORMANCE BOND
The American Institute of Architects,
AIA Document No. A312 (March, 1984 Edition)

Bond No. B 1202623

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

CONTRACTOR (Name and Address): **Avatar Construction Corporation**
223 Concord Turnpike, #448 Cambridge, MA 02140

SURETY (Name and Principal Place of Business)
Selective Insurance Company of America
40 Wantage Avenue Branchville, NJ 07890

OWNER (Name and Address):
State of New Hampshire - Division of Parks and Recreation
172 Pembroke Road Concord, NH 03301

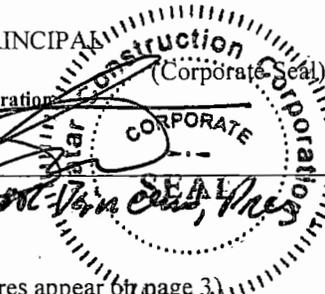
CONSTRUCTION CONTRACT

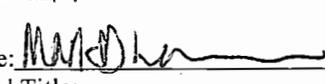
Date: **May 15th 2018**
Amount: **Eighty Eight Thousand Two Hundred Forty Four Dollars (\$88,244.00)**
Description (Name and Location): **Asphalt Shingle Roofing Replacements Bear Brook State Park Allenstown, NH**

BOND

Date (Not earlier than Construction Contract Date): **June 12th 2018**
Amount: **Eighty Eight Thousand Two Hundred Forty Four Dollars (\$88,244.00)**
Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL
Company: Avatar Construction Corporation
Signature: 
Name and Title: **Attorney-in-Fact, Mark D Leskanic**



SURETY
Company: Selective Insurance Company of America
Signature: 
Name and Title: **Attorney-in-Fact, Mark D Leskanic**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY Name, Address and Telephone)
AGENT:

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

SURETY BOND PROFESSIONALS INC
203 UNION STREET 2ND FLOOR
SOUTH NATICK MA 01760
781-559-0568

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 right to perform and complete, arrange for completion, or obtain a new contractor and with 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, .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 year 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 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 Contractor 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

Company: Avatar Construction Corporation (Corporate Seal)

SURETY

Company: Selective Insurance Company of America (Corporate Seal)

Signature: _____
Name and Title:
Address:
223 Concord Turnpike, #448 Cambridge, MA 02140

Signature: _____
Name and Title:
Address:
40 Wantage Avenue Branchville, NJ 07890

40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

PAYMENT BOND

The American Institute of Architects,
AIA Document No. A312 (March, 1984 Edition)

Bond No. **B 1202623**

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

CONTRACTOR (Name and Address):

Avatar Construction Corporation
223 Concord Turnpike, #448 Cambridge, MA 02140

SURETY (Name and Principal Place of Business)

Selective Insurance Company of America
40 Wantage Avenue Branchville, NJ 07890

OWNER (Name and Address):

State of New Hampshire - Division of Parks and Recreation
172 Pembroke Road Concord, NH 03301

CONSTRUCTION CONTRACT

Date: **May 15th 2018**

Amount: **Eighty Eight Thousand Two Hundred Forty Four Dollars (\$88,244.00)**

Description (Name and Location): **Asphalt Shingle Roofing Replacements Bear Brook State Park Allenstown, NH**

BOND

Date (Not earlier than Construction Contract Date): **June 12th 2018**

Amount: **Eighty Eight Thousand Two Hundred Forty Four Dollars (\$88,244.00)**

Modifications to this Bond: None See Page 6

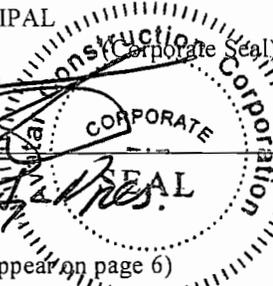
CONTRACTOR AS PRINCIPAL

Company:
Avatar Construction Corporation

Signature:
Name and Title:

Mark D Leskani
Attorney-in-Fact

(Any additional signatures appear on page 6)



SURETY

Company: **Selective Insurance Company of America** (Corporate Seal)

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

(FOR INFORMATION ONLY Name, Address and Telephone)

AGENT:

SURETY BOND PROFESSIONALS INC
203 UNION STREET 2ND FLOOR
SOUTH 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 condition 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:

Paragraph 6 is replaced with the following:

6. When the Claimant has satisfied the conditions of Section 4 and provided the Surety with a sworn proof of claim and satisfactory evidence in support of its claim, then the Surety shall promptly and at Surety's expense send a response to the Claimant, with a copy to the Owner within 45 days after receipt of the sworn proof of claim and supporting documentation, either

6.1 advising the Claimant of any deficiencies in the documentation submitted and requesting supplemental or omitted documentation; or

6.2 stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and pay or arrange for payment of any undisputed amounts.

In the event the Surety shall not act within the 45 day period, then the Claimant shall be entitled to legal interest beginning on the 45th day on any amount the Claimant establishes as properly owed to it by the Surety for labor or material supplied to the project and such entitlement to interest shall be the sole remedy available to the claimant for the Surety's failure to act within the 45 day period. Nothing stated in this bond shall be deemed to waive the Surety's or Contractor's right to dispute any part of the claim or shift the burden of proof or waive any of Surety's or Contractor's defenses, offsets, causes of action and counterclaims in any action brought under this bond.

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

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Avatar Construction Corporation

SURETY

Company: (Corporate Seal)
Selective Insurance Company of America

Signature: _____
Name and Title:
Address:
223 Concord Turnpike, #448 Cambridge, MA 02140

Signature: _____
Name and Title:
Address:
40 Wantage Avenue Branchville, NJ 07890

