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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

April 8, 2014

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

### Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with East Coast Welding, 1979 Lake Shore Road, Gilford, NH (VC# 155377), in an amount not to exceed \$34,000.00 for welding services for the repair of boats, trailers, and other marine-related products. Effective upon Governor and Council approval from May 7, 2014 to June 30, 2017. Funding source: 100% Federal Funds.

Funds are available in the following account in the SFY 2014 operating budget and contingent upon availability and continued appropriations in SFY 2015, SFY 2016, and SFY 2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.


02-23-23-234010-50460000 Dept. of Safety – Div. of State Police – Recreation Boat Safety Grant  
020-500235 Vehicle Maintenance

<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>Total</u>
\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$34,000.00

### Explanation

This contract provides for welding services needed for the repair of boats, trailers, and other marine-related equipment. Currently, there is no statewide contract for any type of service that would allow for the repair of the Marine Patrol's fleet of patrol boats. Therefore, the State of New Hampshire, acting through the Department of Safety (DOS), Division of State Police, Marine Patrol, released a Request for Bid (RFB MP 2014-02) for the purpose of procuring these welding services. The RFB was advertised in the Union Leader from February 10<sup>th</sup> through February 12<sup>th</sup>, 2014. The RFB was also advertised on the Purchase & Property website from February 6 through February 28, 2014. East Coast Welding was the only vendor to submit a bid by the submission deadline date of February 28, 2014.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

Department of Safety, Division of State Police, Marine Patrol

Date: 2/28/2014  
Bid: RFB MP 2014-02  
Description: Welding Services

**Vendor: East Coast Welding**

	FY14	FY15	FY16	FY17
Hourly Cost for Labor:	\$ 80.00	\$ 80.00	\$ 85.00	\$ 90.00
Mark-up on Manufacturer's List Price for Materials:	15%	15%	15%	15%

Subject: Welding Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name East Coast Welding VC#155377		1.4 Contractor Address 1979 Lake Shore Road, Gilford, NH 03249	
1.5 Contractor Phone Number (603) 293-8384	1.6 Account Number 010-023-50460000-500235	1.7 Completion Date 6/30/2017	1.8 Price Limitation Not to Exceed \$34,000.00
1.9 Contracting Officer for State Agency Captain Timothy C. Dunleavy		1.10 State Agency Telephone Number (603) 293-2037	
1.11 Contractor Signature <i>Alan R Fasshauer</i>		1.12 Name and Title of Contractor Signatory Alan R. Fasshauer, Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>28<sup>th</sup> March</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 <i>Valerie McDonald</i> [Seal]		VALERIE R. McDONALD Justice of the Peace - New Hampshire My Commission Expires October 7, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Valerie McDonald</u>			
1.14 State Agency Signature <i>Elizabeth Bielecki</i>		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>4/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials AKS  
Date 3/28/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
  - 8.1.2 failure to submit any report required hereunder; and/or
  - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
  - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
  - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
  - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *RSF*  
Date *3/29/14*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF SERVICES**

The scope of work shall include repairs and fabrications to boats, trailers, vehicles, and other marine-related products. The majority of the materials used would be aluminum and stainless steel with some mild steel. The contractor shall supply materials except under unusual circumstances.

In most cases, work should be completed within a one-week timeframe. The possibility exists that work may need to be completed more quickly if all parties are agreeable.

The Marine Patrol Navigation Mechanic staff would be responsible for any disassembly of equipment that may be required, except in extreme circumstances. In the case of welding repair on a fiberglass boat, care should be taken to protect the fiberglass and other items on the boat.

Most work performed by the contractor shall take place at Marine Patrol locations (31 Dock Road, Gilford, NH; 3 Higgins Drive, Belmont, NH; and on rare occasions, the US Coast Guard Base, New Castle, NH). Work may be performed at the contractor's location upon mutual agreement between the contractor and Marine Patrol. Transportation of equipment to the contractor's location will be provided by Marine Patrol.

**EXHIBIT B**  
**PRICING AND PAYMENT TERMS**

1. The contractor will bill the New Hampshire Department of Safety per each repair completed during the contract period.
2. An invoice shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.
3. The invoice shall be submitted to the following address:

NH Marine Patrol  
31 Dock Road  
Gilford, NH 03249

4. The contractor agrees not to exceed the contract total of \$8,500.00 per fiscal year for Fiscal Years 2014, 2015, 2016, and 2017 (total of \$34,000.00). The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. The State shall have the right to terminate the contract at any time by giving the contractor a thirty (30)-day written notice.
5. Pricing shall be as follows:

	<b>Fiscal Year 2014</b> Contract Approval – June 30, 2014	<b>Fiscal Year 2015</b> July 1, 2014 – June 30, 2015	<b>Fiscal Year 2016</b> July 1, 2015 – June 30, 2016	<b>Fiscal Year 2017</b> July 1, 2016 – June 30, 2016
Hourly Cost for Labor:	\$80.00	\$80.00	\$85.00	\$90.00
Mark-up on Manufacturer's List Price for Materials:	15%	15%	15%	15%



**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the contractor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

# 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 EAST COAST WELDING is a New Hampshire trade name registered on November 30, 1990 and that Alan R. Fasshauer presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19<sup>th</sup> day of March, A.D. 2014

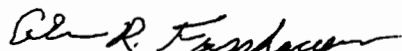
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

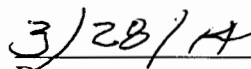
Sole Proprietor Certification of Authority

I, Alan R. Fasshauer, hereby certify that I am the sole proprietor of East Coast Welding which is a trade name registered with the NH Secretary of State under RSA 349. I certify that I am the sole owner of this business and its trade name.

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.



Alan R. Fasshauer  
DBA East Coast Welding



Date



# CERTIFICATE OF LIABILITY INSURANCE

EASTC-2

OP ID: CO

DATE (MM/DD/YYYY)  
03/12/2014

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

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

PRODUCER <b>Melcher &amp; Prescott-Laconia</b> 426 Main Street Laconia, NH 03246	Phone: 603-524-4535	CONTACT NAME:
	Fax: 603-528-4442	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Cincinnati Specialty Und</b>	NAIC # <b>13037</b>
	INSURER B : <b>Union Insurance Company</b>	<b>25844</b>
	INSURER C : <b>Acadia Insurance Company</b>	<b>31325</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
**East Coast Welding**  
1979 Lakeshore Road  
Gilford, NH 03249

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CSU0025074	01/22/2014	01/22/2015	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>1,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/PROP AGG \$ <b>2,000,000</b>
B	AUTOMOBILE LIABILITY			CAA0237828	01/22/2014	01/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCA 0237829	01/22/2014	01/22/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

States in which statutory coverage is provided: NH. No sole proprietors are included under the workers' compensation policy. State of New Hampshire Dept of Safety Services is listed as additional insured as respect General Liability per CSU form CSGA405 11/08 Addl Insd-Owners Lessees or Contractors-Automatic status when required in construction agreement.

**CERTIFICATE HOLDER****CANCELLATION**

STATE13	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
State of New Hampshire Dept of Safety Services 31 Dock Road Gilford, NH 03249-7627	AUTHORIZED REPRESENTATIVE 

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**REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Terri French** and **William French** to Mortgage Electronic Registration Systems, Inc. as nominee for Aegis Funding Corporation dated September 16, 2004 and recorded with the Strafford County Registry of Deeds in Book 3069, Page 0313 of which mortgage U.S. Bank National Association, as Trustee for the registered holders of Aegis Asset Backed Securities Trust, Mortgage Pass Through Certificate, Series 2004-5 is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 AM on March 5, 2014, on the mortgaged premises located at 565 Franklin Pierce Highway, 1/4 1/2 136 Route 9, Barrington, NH 03825, all and singular the premises described in said mortgage.

**TO WIT:**

A certain tract of land with all buildings and improvements thereon, known and numbered as 136 Route 9 situated in Barrington, County of Strafford and State of New Hampshire and bounded and described as follows:

Commencing on the North side of the road leading from the railroad depot in said Barrington to Davis at the corner of land of George B. Haley and running Northerly by said Haley's land 337 and 2/3 feet; thence Easterly 258 feet on a line parallel with said road; thence Southerly to said road; thence by said road by the bounds begun at.

Meaning and intending to mortgage the same premises conveyed to Terri French by Quitclaim Deed of Douglas French dated May 30, 2000 recorded at the Strafford County Registry of Deeds at Book 2204, Page 90. Further reference may be had by referencing a deed from Evangeline Gladys Rothwell to Douglas and Terri French, recorded at the aforementioned Registry at Book 1768 Page 437.

For mortgagee's title see deed recorded with Strafford County Registry of Deeds Book 3069, Page 313.

**NOTICE: PURSUANT TO NEW HAMPSHIRE RSA 479:25 YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED WITH SERVICES UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON THE FORECLOSURING PARTY OR HIS AGENT, CONDUCTING THE SALE PRIOR TO SALE SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION OF THE MORTGAGOR BASED ON THE VALIDITY OF THE FORECLOSURE.**

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

**TERMS OF SALE:**

A deposit of TEN THOUSAND (\$10,000.00) DOLLARS by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at **Connolly, Graczy, Abitt & Willard, P.C.**, 304 Cambridge Road, Woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in the publication.

...of purchase price must be paid in full by the successful bidder in cash or by certified check on or before 45 days after the date of the sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before 45 days after the date of the sale, then the Mortgagee may, at its option, retain the deposit in full as reasonable liquidated damages. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

**Exclusion of Warranties:** The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, zoning, subdivision, possession, recitation of acreage and hazardous waste.

**Reservation of Rights:** The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale without producing a deposit; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact the auctioneer, **James R. St. Jean** at St. Jean Auctioneers at (603) 734-4348.

DATED: January 24, 2014

People's United Bank  
By its Attorneys,  
McLane, Graf, Raulerson &  
Muddleton, Professional Association  
By: Hull Gushorn  
900 Elm Street  
P.O. Box 326  
Manchester, NH 03105-0326  
(603) 625-6464

(U.L. - Jan. 29; Feb. 5, 12)

**Legal Notice**

The Dover Housing Authority will receive sealed bids from general contractors for **Asbestos Tile and Mastic Removal** at several locations in Dover, New Hampshire. Work will be conducted in a variety of dwelling units as they become vacant over the year or two. Bids will be received until 3:00 PM, on Tuesday, February 25, 2014, at the office of the Dover Housing Authority, 66 Whittier Street, Dover, New Hampshire 03820, at which time and place all bids will be publicly opened and read aloud.

Contract documents are on file at the Dover Housing Authority, 603-742-5804, and may be obtained by paying a non-refundable fee of \$25.00 for each set. Questions should be directed to Ross Seavey, the Capital Improvements Coordinator, at 603-970-0755 or [rseavey@dhousingauthority.org](mailto:rseavey@dhousingauthority.org).

Please be advised of the requirement to pay not less than the minimum salaries and wages set forth in the Contract Documents as required by the Dover Bacon Act, and that the Contractor must insure that employees and applicants for employment are not discriminated against because of race, gender, religion, ethnicity, age, marital or familial status, or physical or mental disability.

The successful bidder will be required to furnish and pay for a satisfactory 100% Performance Bond in the amount of the total contract amount to about 1200 sq ft. To guarantee performance. The bonds shall be signed by a guaranty or surety company

AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

**LIENS AND ENCUMBRANCES:** The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to preclude or the Mortgagee.

**NO WARRANTIES:** The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

**TERMS OF SALE:** To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale; (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.  
Deutsche Bank National Trust Company, as Trustee for Securitized Asset Backed Receivables LLC Trust 2007-BR1, Mortgage Pass Through Certificates, Series 2007 BR1  
Present holder of said mortgage,  
by its Attorneys  
Susan W. Cody  
Korde & Associates, P.C.  
321 Bulterica Road, Suite 210  
Chebston, MA 01824-4100  
(978) 256-1500

BFB 13-011477 Harnum (February 5, 2014) (February 12, 2014) (February 19, 2014)  
(U.L. - Feb. 5, 12, 19)

**Legal Notice**

The NH Dept. of Safety seeks bids for wedding services for boats and other marine equipment. For more information see Bid # RFB MP 2011 02 posted at <http://www.admin.state.nh.us/purchasing/bids/posted/bids.asp> or inquire at Carolyn Parry@dos.nh.gov or (603) 293-2037, ext 27015. Bids are due February 28, 2014.  
(U.L. - Feb. 10, 11, 12)

successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

**RESERVATION OF RIGHTS:** The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale; (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.  
Wells Fargo Bank National Association as Trustee for Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4  
Present holder of said mortgage,  
by its Attorneys  
Susan W. Cody  
Korde & Associates, P.C.  
321 Bulterica Road, Suite 210  
Chebston, MA 01824-4100  
(978) 256-1500

BFB 13-013428 Goding (February 12, 2014) (February 19, 2014) (February 26, 2014)  
(U.L. - Feb. 12, 19, 26)

**Legal Notice**

**IN THE SUPERIOR COURT OF HOUSTON COUNTY STATE OF GEORGIA**  
**CYNTHIA A. DENESUK,**  
Plaintiff,  
Vs.  
**RALPH D. WILLIAMS,**  
Defendant.  
Case Number 2014-V-110040-K  
**NOTICE OF SUMMONS**

**TO: RALPH DAVID WILLIAMS,**  
ADDRESS: Unknown.  
Cynthia A. Denesuk filed a Complaint on January 27, 2014 in the Superior Court of Houston County, Georgia, seeking a divorce from you. You may obtain a copy of the Complaint, which sets forth the specific allegations in detail, from the Houston County Clerk of Superior Court located at 201 Perry Parkway, Perry, GA 31069.  
An Order allowing service on you by newspaper publication was signed on February 6, 2014.

You are hereby summoned and required to file with the Clerk of said Court and serve upon Mickey Johnson, Plaintiff's attorney, whose address is 408 West Washington Avenue, Kennesaw, GA 30143, an answer to the Complaint for Divorce which is herewith served upon you within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

WITNESS HONORABLE  
**GEORGE F. NUNY,**  
JUDGE OF SAID COURT.  
BY: /s/ Carolyn V. Sullivan  
Clerk of Superior Court  
Houston County

This document prepared by  
/s/ Mickey Johnson  
Attorney for Plaintiff  
408 West Washington Avenue  
Kennesaw, GA 30143  
2299686-5856, GA Bar Number 394890  
(U.L. - Feb. 12, 19, 26; Mar. 5)

delivered to the Mortgagee's purchase price. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

Other terms to be announced at sale.  
Wells Fargo Bank National Association as Trustee for Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4  
Present holder of said mortgage,  
by its Attorneys  
Susan W. Cody  
Korde & Associates, P.C.  
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(U.L. - Jan. 29; Feb. 5, 12)

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