



**New Hampshire
Employment
Security**

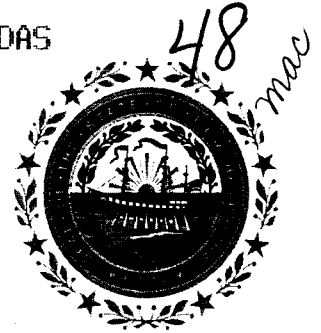
www.nhes.nh.gov

"We're working to keep New Hampshire working"

MAY 28 '15 PM 1:28 DAS

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 27, 2015

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with RTD Enterprises d/b/a RTD Roofing (VC# 209024), Madison, ME, in the amount of \$75,300.00 for roof replacement services at the NHES Salem local office building from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.

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

02 - 27 - 27 - 270010 - 8041	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2016</u>
10 - 02700 - 80410000 - 048 - 500226	Contract Repairs, Building & Grounds	\$ 75,300.00
Vendor Code: 209024	RTD Enterprises d/b/a RTD Roofing	
RQ #: TBD		

EXPLANATION

NHES is requesting approval of the attached contract for roof replacement services. The NHES Salem local office building is located at 29 South Broadway. The building was constructed in 1993 and the original roof has been repaired over the years; however, it has deteriorated to the point that replacement is necessary to avoid damage to the building and its contents.

Pursuant to RSA 282-A:112, V, the Capital Budget Overview Committee approved this request on May 27, 2015. A copy of the approval letter is attached.

A competitive bid process was undertaken for roof replacement services at the NHES Salem local office location. A "Request For Proposal" (RFP) package was sent to a total of two (2) vendors, one (1) of which responded to our advertisements and one (1) was obtained from an NHES vendor database. Both vendors attended the mandatory pre-bid conference/walk through and subsequently submitted bids. A review of the bid responses resulted in the selection of one vendor as the lowest qualified bidder. An RFP list with bid and non-bid responses is attached.

Sincerely,

George N. Copadis
Commissioner

GNC/jdr
Attachments



CAP 15-030

JEFFERY A. PATTISON
Legislative Budget Assistant
(603) 271-3151

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

MICHAEL W. KANE, MP
Deputy Legislative Budget Assistant
(603) 271-3151

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

May 27, 2015

George N. Copadis, Commissioner
Department of Employment Security
45 South Fruit Street
Concord, New Hampshire 03301-4857

Dear Commissioner Copadis,

The Capital Budget Overview Committee, pursuant to the provisions of RSA 282-A:112, V., on May 27, 2015, approved the request of the Department of Employment Security, to purchase and install a standing seam metal roof for the NHES Salem office located at 29 South Broadway, Salem, N.H. and approval to expend federal funds not to exceed \$75,300, including an allowance for all replacement decking, under decking, and snow guards as needed, as specified in the request dated May 8, 2015.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Subject:

Salem Standing Seam Metal Roof Project


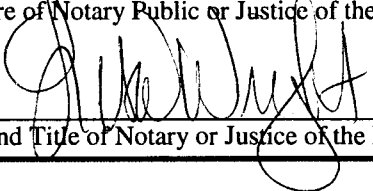
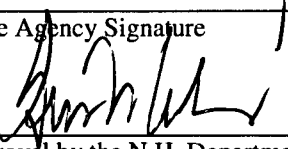
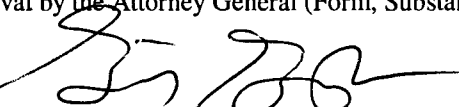
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name RTD Enterprises dba RTD Roofing VC # 209024 B001		1.4 Contractor Address PO Box 247, Madison, ME, 04950	
1.5 Contractor Phone Number 207-696-3964	1.6 Account Number 010-027-8041-500-0226	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$75,300.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Edgerly, Roofing Manager	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Somerset</u> On <u>04-28-15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  <i>Lisa E. Wright</i> <i>Notary Public, Maine</i> <i>My Commission Expires August 23, 2021</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/15/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials ME
Date 4/28/15

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE

This document defines specific services, permits, materials, products, labor, tools, equipment and transportation necessary for all phases of installation of a new standing seam metal roof at NHES, 29 South Broadway, Salem, NH, 03079.

Transportation charges are included in overall cost of job and will not be paid independently.

Contractor is responsible for obtaining and verifying all measurements and dimensions. Contractor is responsible for all field measurements to determine material quantities; this includes roof inspection above and below roof decking to inspect potential damage that may need repair prior to new roof installation.

SPECIFICATIONS

- A. Contractor will be responsible for obtaining all materials, permits, and approvals from all pertinent agencies.
- B. Contractor will inspect roof to determine what work is required prior to new roof application.
- C. Contractor will remove all roofing materials and gutters from existing roof.
- D. Contractor is responsible for disposal of all materials stripped from roof or due to construction.
- E. Contractor will inspect decking and replace deteriorated decking with current code materials.
- F. Existing decking is 1/2" CDX plywood. Any deteriorated CDX plywood will be removed and replaced with full sheets of CDX 1/2" plywood. CDX 1/2" plywood will be glued, renailed and reseamed where necessary. Half inch Advantech plywood should be installed in alternating pattern from existing CDX panels, not to exceed Salem roof building code.
- G. Replacement decking costs will be quoted on material and labor rates on a per sheet basis.
- H. Contractor will install a 20" pan, mechanical seam (double crimp), 24 gage, Galvalume with Kynar 500, Hylar 5000, or equal, Fluoropon resin finish standing seam metal roof with drip edge, rake trim, valley flashing, and roof cap. Texture will be smooth. Product will be Energy Star. NHES will select color.
- I. Contractor will install new Roof Ridge Vents on peak of main roof and on foyer roof.
- J. Contractor will install color guard metal snow guards as needed & discussed at walk-through: over mechanical units & rear door. Other areas will be determined before project completion.
- K. Ice & water shield, i.e. bithethane, will be applied to at least the first 6 feet along perimeter of roof, completely covering foyer roof and lcoves. There will be a minimum of 5 feet applied to either side of valleys. 30-lb non-perforated asphalt saturated roofing felt will be used on the rest of the roof.
- L. Contractor will properly seal any roof penetration.
- M. Contractor will remove, replace and properly seal step flashing on abutting walls in lcoves.
- N. Contractor will properly flash abutting walls to manufacturer's recommendation. This will be a minimum of six (6) inches and properly sealed into bricked sidewalls.
- O. Contractor will replace metal drip edge.

- P. Work required prior to installation of new roof will meet or exceed roof manufacturer's specifications.

PRODUCT & WORKMANSHIP WARRANTY

Contractor will: guarantee installation for a period of two years for weather tightness from date of acceptance; warranty material to be free of defects in material and workmanship for a period of five years; and, warranty finish against color fade, chalking and film integrity per manufacturer's specifications. Warranty remains in place after contract completion date.

HOURS OF WORK

Work will be done any day of the week during normal business hours.

PROTECTION OF THE PUBLIC, OF EMPLOYEES, AND OF PROPERTY

- A. Contractor will construct, furnish and install all signs, lights, reflectors, and all protection devices, such as fences and barricades, required for protection of NHES employees and the public. Safety measures must be satisfactory to NHES Plant Maintenance Engineer III Jesse Propri. The grounds around NHES 29 Broadway, Salem, NH, 03079, will be open to public and staff during the time work is in progress. Contractor will be responsible for roping off or barricading sufficient area around worksite to keep visitors and state personnel from being exposed to construction hazards.
- B. Contractor will keep all access roads and walkways clear of debris, materials and construction equipment.
- C. Contractor will provide temporary weather protection during the interval between demolition and installation of new construction to ensure no water leakage or damage occurs to structure or interior areas of existing building.
- D. Contractor will provide and maintain adequate fire protection in the form of fire extinguishers or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures or equipment during construction work.
- E. Gasoline and other flammable liquids will be stored in and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Storage will not be within the building.
- F. Contractor will obtain all permits necessary to accomplish project and will furnish NH Employment Security with appropriate Material Safety Data Sheets prior to commencement of project.
- G. Contractor will replace/repair to new condition damage resulting from work to building, shrubs, plants, trees, lawns, HVAC units, generator, irrigation, etc.

TEMPORARY FACILITIES & SERVICES

- A. Contractor will provide suitable, secure storage for materials that may be damaged by open-air storage. Contractor will maintain storage, ensuring good condition, on-site. Delivery and storage locations will be coordinated with and approved by NHES Plant Maintenance Engineer III Jesse Propri.
- B. Services and facilities will comply with applicable Federal, State and Municipal regulations.

SAFETY ISSUES & COMPLIANCE REQUIREMENTS

- A. Safety and protection of Contractor, NHES personnel and clients, the public, and NHES property is vital. Contractor will furnish safety devices wherever needed and required, taking

necessary precautions to protect life and property. Work will interfere as little as possible with NHES business.

- B. Work will be performed professionally, in a manner compliant with existing municipal, state, and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor, to ensure safety of workers, NHES staff and the general public.

RUBBISH AND DEBRIS

- A. Contractor will properly dispose of debris, rubbish, and other materials resulting from on-site demolition off-site in accordance with applicable laws, rules, regulations and ordinances.
- B. Contractor will provide on-site dumpster placed in accordance with instructions given by NHES Plant Maintenance Engineer III Jesse Propri.
- C. Contractor will maintain grounds surrounding project site. Worksite must be kept clean, safe and presentable to the public. Construction debris will be picked up at the end of each day's work and removed from worksite on a weekly basis, if not more often. At the conclusion of the project, all scaffolding, barricades, equipment and debris will be removed from worksite promptly.

QUALIFICATION OF EMPLOYEES

Contractor employees will be qualified to perform contractual duties. NHES may require Contractor remove from worksite any employee deemed objectionable for any reason.

NHES CONTACT FOR WORK PERFORMED UNDER CONTRACT

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

EXHIBIT B

INVOICE

Contractor will invoice NH Employment Security following completion and acceptance of project by NHES Plant Maintenance Engineer III, Jesse Propri, or by NHES Administrative Services Supervisor, Ernie Liakas.

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

Invoice must include:

- 1.) Date the work was done
- 2.) Worksite address

Total Allowance for Metal Roof Plates: \$60,150

**Cost will be higher if there is
A need to bolster/replace decking
Due to rot, or to meet decking
Requirements**

Total Allowance for Replacement Decking: \$13,600

Advantech: ½ inch square edge

**Total Allowance for Replacement Plywood @
\$35 per sheet, Material & labor, if/as needed \$350.00**

**Total Allowance for Additional Color Guard
Metal Snow Guards @ \$60 per lineal foot \$1,200.00**

TOTAL CONTRACT NOT TO EXCEED \$75,300.00

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

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon Governor and Council approval and terminating on June 30, 2016. Warranties will remain in place after contract expires.

DAMAGE

Contractor will agree that any damage to building (s), materials, equipment, grounds or other property during performance of services will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment, grounds or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees to obtain prior approval of NH Employment Security representative for sub-contractor performing repair work.

CONFIDENTIALITY & CRIMINAL RECORD

Contractor and employees will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** (DES 1726), and **CRIMINAL RECORDS FORM** (DES 2135), prior to any work being done. During the course of this agreement any personnel scheduled to enter NH Employment Security facility must have these forms in place prior to entrance into the facility. **Criminal Records checks are \$25 for each employee. Contractors assume this fee.**

INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence or Umbrella Liability Insurance coverage with limits of not less than \$2,000,000 per occurrence. Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees engaged in performance of agreement.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

SUB-CONTRACTING

Contractors must submit names of all sub-contractors used in performance of work for approval by NHES Plant Maintenance Engineer III Jesse Propri. If a sub-contractor refuses to perform, Contractor may substitute another sub-contractor for the same or a lower price, with any cost savings rebated to NH Employment Security.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor. Contractor must provide NHES w/weekly certified payroll. When there is no Davis-Bacon assignment applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate. Prevailing Wages are listed in Attachment C.

AMERICANS WITH DISABILITIES ACT

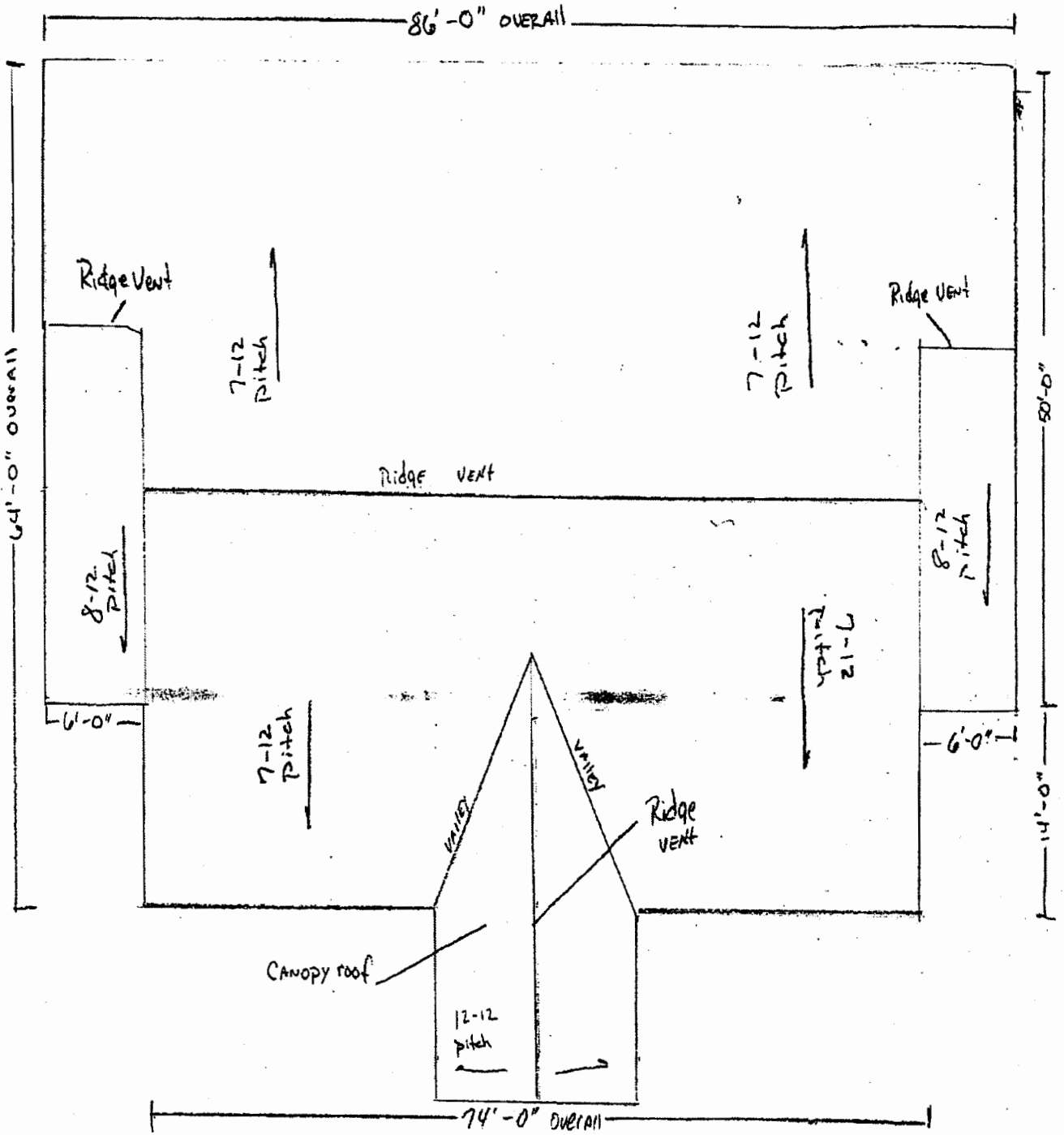
The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

PAYMENT/PERFORMANCE BOND: MILLER ACT

N/A or waived (confidence in vendor/saved on bottom line)

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

ATTACHMENT A
SALEM OFFICE



ATTACHMENT B

Davis-Bacon Wage Determinations, Rockingham County

General Decision #: NH140013 01/17/2014 NH13 Superseded General Decision #: NH20130013
 State: New Hampshire Construction Type: Building County: Rockingham County in New Hampshire.
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and
 including 4 stories). Modification Number Publication Date BRME0003-001 05/01/2013

0 01/03/2014
 1 01/17/2014

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER.....	\$ 29.90	18.55

CARP0118-006 10/01/2013	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging, Form Work and Floor Layer Including Carpet, Hardwood and Resilient).....	\$ 25.71	17.95

ELEC0490-004 09/01/2013		
ELECTRICIAN		
Electrician.....	\$ 27.75	18.03
Low Voltage Wiring Installer.....	\$ 20.06	15.40

* ELEV0004-002 01/01/2014		
ELEVATOR MECHANIC.....	\$ 52.32	26.785+a+b
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.		
b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.		

* IRON0007-007 09/16/2013		
IRONWORKER (Reinforcing and Structural).....	\$ 22.57	19.75

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

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

SUNH2011-009 02/22/2011		
CARPENTER (Drywall Finishing/Taping Only).....	\$ 27.02	11.69
CARPENTER	\$ 23.53	8.25
Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Hanging, Formwork		
CONCRETE FINISHER.....	\$ 20.65	0.00
GLAZIER.....	\$ 20.25	4.07
LABORER: Common or General.....	\$ 16.46	0.00
LABORER: Mason Tender - Brick.....	\$ 18.15	7.97
OPERATOR: Backhoe.....	\$ 19.30	6.52
OPERATOR: Excavator.....	\$ 21.27	7.63
OPERATOR: Loader.....	\$ 22.03	0.95
PAINTER: Brush and Roller.....	\$ 16.15	0.00
PLUMBER/PIPEFITTER, Includes HVAC Pipe Work.....	\$ 25.34	5.85
ROOFER.....	\$ 17.55	3.25
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.50	13.90
SPRINKLER FITTER (Fire Sprinklers).....	\$ 24.91	5.74
TRUCK DRIVER.....	\$ 20.47	6.70

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

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

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be: * an existing published wage determination; * a survey underlying a wage determination; * a Wage and Hour Division letter setting forth a position on a wage determination matter; * a conformance (additional classification and rate) ruling. On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

ATTACHMENT D

Certified Payroll Sheet Instruction Internet Address

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

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be

shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the

sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

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

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

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that R.T.D. ENTERPRISES doing business in New Hampshire as R.T.D. ENTERPRISES, INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on June 14, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of May, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
RTD ENTERPRISES, Inc. DBA RTD ROOFING

From 1-1-15 to the present Troy Emery & Robbie Emery,
Date

[Signatures] Signatures of The Emery Brothers, President & Vice President, respectively,
Title

of RTD Enterprises, Inc. DBA RTD Roofing hereby authorize Mike Edgerly,

[Signature] Signature MIKE, Roofing Division Manager, to execute, submit, deliver
Title

and amend, on behalf of RTD Enterprises, Inc. DBA RTD Roofing any and all documents or contracts in connection with NH Employment Security Salem Standing Seam Metal Roof agreement. Intended effective dates: 1-1-15 through June 30, 2016.

Acknowledgement: State of Maine, County of Somerset on May 15, 2015 before the undersigned officer, personally appeared

Troy Emery and Michael Edgerly
Authorizing Person- Troy & Robbie Emery Person being Authorized - Person signing the contract Mike

identified as

President & Vice President, respectively and Roofing Division Manager
Title of Authorizing People Title of Person being Authorized

or satisfactorily proven to be the people whose names are signed as

Troy Emery and Robbie Emery and Michael Edgerly
Authorizing Person The Emery Brothers Person being Authorized Mike

above, and acknowledged that they executed this document in the capacity indicated.

[Signature] [Seal]
Signature of Notary Public/Justice of Peace
Lisa E. Wright
Notary Public, Maine
My Commission Expires August 23, 2011

Name & Title of Notary Public/Justice of Peace Commission Expires


**RTD ROOFING
MEETING OF BOARD OF DIRECTORS
BY WRITTEN CONSENT**

We, the undersigned, Troy Emery & Robbie Emery, being the President & Vice President, respectively, of RTD Enterprises DBA RTD Roofing hereby consent in writing to the following action:

VOTED:

This written consent will take the place of the meeting of directors and will constitute a written waiver of notice thereof.


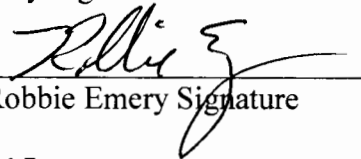
FURTHER VOTED:

From 1-1-15 to present, **Mike Edgerly**, 
Mike Edgerly Signature

Roofing Division Manager of RTD Enterprises DBA RTD Roofing is hereby authorized to execute,
Title

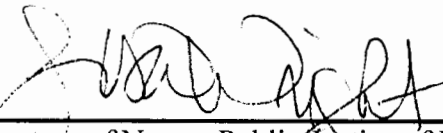
submit, deliver and amend, on behalf of RTD Enterprises DBA RTD Roofing any and all documents or contracts in connection with NH Employment Security, 29 South Broadway, Salem, NH, 03079, Roof Replacement agreement.

Intended Effective Dates applied 1-1-15 through **June 30, 2016**.

<u>Troy Emery</u>	
President's Name	Troy Emery Signature
<u>Robbie Emery</u>	
Vice President's Name	Robbie Emery Signature

Acknowledgement: State of Maine, County of Somerset on May 15, 2015,

Before the undersigned officer, personally appeared Mike Edgerly, identified as Roofing Division Manager, Troy Emery, identified as President, and Robbie Emery, identified as Vice President, or satisfactorily proven to be the people whose names are signed above, and acknowledge that they executed this document in the capacity indicated.


Signature of Notary Public/Justice of Peace
[Seal]

Lisa E. Wright
Notary Public, Maine
My Commission Expires August 23, 2021

Name & Title of Notary Public/Justice of Peace/Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2015

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

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

PRODUCER Cross Insurance-Augusta 116 Community Drive Augusta ME 04330		CONTACT NAME: Tricia Shepard PHONE (A/C No. Ext): (207) 622-4787 E-MAIL ADDRESS: tshepard@crossagency.com		FAX (A/C No.): 207 623-1248	
INSURED RTD Enterprises Inc. & RTD Roofing Inc. P.O. Box 247 Madison ME 04950		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Chartis Insurance			
		INSURER B: Hartford Ins Co			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL153231620 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			PROP6190712	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY			04 UEN ZR0951	3/9/2015	3/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
								Medical payments \$ 5,000
								EACH OCCURRENCE \$ 3,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	PROU6190713	11/17/2014	11/17/2015	AGGREGATE \$ 3,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				\$	
	DED		RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$	
A	Pollution Liability Cov			PROU6190713	11/17/2014	11/17/2015	E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							LIMIT: \$1,000,000	
							DEDUCTIBLE: \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tricia Shepard/TJA <i>Tricia S. Shepard</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2015

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 Tom Honan c/o Hays Companies of New England 133 Federal Street Second Floor Boston, MA 02110	CONTACT NAME: PHONE (A/C, No. Ext): (617) 723-7775		FAX (A/C, No): (617) 723-5155
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich-American Insurance Company	16535
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14NH001865117 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 48-65-810-09	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000	
				Location Coverage Period:	10/01/2014	10/01/2015	Client# 1692-NH	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
 RTD Enterprises, Inc
 No Specific Location
 Berlin, NH 03570
 Salem NH
 Standing seam metal roof

CERTIFICATE HOLDER

NH Employment Security
 45 South Fruit Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE