



**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

MAY 28 '15 PM 1:27 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

- (1) To authorize New Hampshire Employment Security (NHES) to enter into an agreement with GMI Asphalt, LLC (VC# 172481), Belmont, NH in the amount not to exceed \$91,550.00 for parking lot repair and resurfacing services at the NHES Portsmouth local office from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.
- (2) To further authorize NHES to expend up to an additional \$10,000.00 for any potential unforeseen issues, such as additional site work which may be required due to the unknown conditions, upon Governor and Council approval through June 30, 2016.

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>FY 2016</u>
10 - 02700 - 80410000 - 048 - 500226 Contractual Repairs, Building & Grounds	\$ 101,550.00
Vendor Code: 172481 GMI Asphalt, LLC	
RQ #: TBD	

EXPLANATION

NHES is requesting approval of the attached agreement for parking lot repair and resurfacing services at the NHES Portsmouth local office due to safety issues arising from heaving, cracked and broken pavement. The contract total of \$101,550.00 is for the period from the date of Governor and Council approval through June 30, 2016.

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 parking lot repair and resurfacing services at the NHES Portsmouth local office. A "Request For Proposal" (RFP) was sent to four (4) vendors, three (3) of which responded to our advertisements and one (1) was obtained from an NHES vendor database. Of the four (4) vendors, three (3) vendors submitted bids. A review of the submitted bids resulted in the selection of one vendor as low bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments

**Portsmouth Parking Lot**  
**Mandatory Meeting 04/02/15, 10AM**  
**BID OPENING: 04/16/15, 2:00 PM**  
**4 RFPs Distributed: 3 Ad; 0 Internet; 1 NHES Database Response; 3 Bids**

Company Name/Contractor Heard About Bid How	Vendor Information	BID	Mandatory Walk Through
Bell & Flynn, Inc. Brian Bell	69 Bunker Hill Ave, Stratham, NH, 03885 <a href="mailto:bsb@bellandflynn.com">bsb@bellandflynn.com</a> 603-778-8511	\$106,000.00	Attended
GMI Asphalt Ron Vaillacourt	288 Laconia Road, Belmont, NH, 03220 <a href="mailto:Ron@GMiasphalt.com">Ron@GMiasphalt.com</a> 603-344-8902	\$91,550.00	Attended
Hudson Paving Larry Taylor	9 Barretts Hill Road, Hudson, NH, 03051 <a href="mailto:larryhudsonpe@comcast.net">larryhudsonpe@comcast.net</a> 603-882-6854	\$132,720.00	Attended
Eric Brosseau North Hampton Excavation & Rental Union Leader	1 Woodland Road, North Hampton, NH, 03862 <a href="mailto:eric@nhexcavating.com">eric@nhexcavating.com</a>	NO BID Chose not to Compete	Attended

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



CAP 15-031

JEFFERY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

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

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 enter into a contract with GMI Asphalt, LLC, for parking lot reconstruction at the NHES Portsmouth facility, located at 2000 Lafayette Road, Portsmouth, N.H., 03801 and approval to expend federal funds not to exceed \$101,550.00, including excavation and parking lot repaving, curbing as needed, and the correction to current drainage systems by revamping existing drains, as specified in the request dated May 8, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Pattison".

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

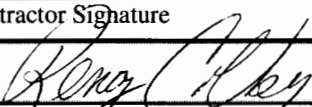
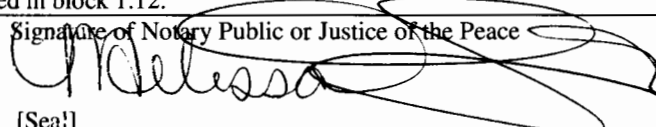
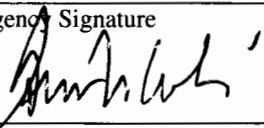
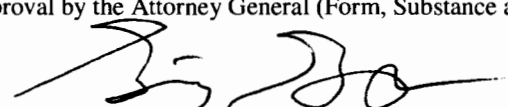
Subject: Portsmouth Parking Lot **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <div style="border: 1px solid black; padding: 5px; text-align: center;">NH Employment Security</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 5px; text-align: center;">45 South Fruit Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 5px; text-align: center;">GMI Asphalt, LLC VC #172481 B001</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 5px; text-align: center;">288 Laconia Road, Belmont, NH, 03220</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-524-0200</div>	1.6 Account Number <div style="border: 1px solid black; padding: 5px; text-align: center;">010-027-8041-500-0226</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 5px; text-align: center;">June 30, 2016</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 5px; text-align: center;">\$101,550.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-228-4000</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">RENAY Colby <i>MANAGER VP</i></div>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">Belmont</span> On <span style="border: 1px solid black; padding: 2px;">5/6/15</span> , 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 <div style="border: 1px solid black; padding: 5px; text-align: center;"> [Seal]</div>		1.13.2 Name and Title of Notary or Justice of the Peace <b>MELISSA M. SMITH, Notary Public</b> My Commission Expires December 23, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; height: 30px;"></div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>	
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: <span style="font-size: 1.5em;">5/15/15</span>			
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.

**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 RC  
Date 5/6/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A

### GENERAL

New Hampshire Employment Security (NHES) intends to contract for completed NHES Portsmouth Parking Lot. Contractor is responsible for any permits that may be required for project. Contractor is responsible for all measurements, accessibility, and general character of the site and will be familiar with specification requirements.

### SCOPE

This document indicates specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of parking lot pavement grading, resurfacing, and striping at NH Employment Security, 2000 Lafayette Road, Portsmouth, NH, 03801.

### EXPECTED WORK SCHEDULE

**Successful contractor will be required to complete work within a 9-calendar day work time frame to include two (2) weekends OR as accepted by NHES representative.**

### SPECIFICATIONS

A. Contractor will:

1. Be experienced in safe and effective treatments of asphalt covered areas.
2. Ensure all construction materials and methods are in accordance with federal, state, and municipal mandates, and with applicable section of latest edition of New Hampshire Department of Transportation Standard Specifications for road and bridge construction.
3. Acquire all permits, materials, and approvals necessary to complete project.

B. Contractor will saw cut, remove and dispose of existing pavement in defined area, measurements for which contractor is responsible.

C. Contractor will excavate area to a depth of eighteen inches(18") and compact underline material prior to adding new fill material.

D. Contractor will:

1. Contractor must Submit Schedule Prior to Start of Project.
2. Contractor is responsible for contacting **Dig Safe before work begins.**
3. Contractor will be shown location of Irrigation System and Held Responsible for Replacing/Repairing any Damaged Areas.
4. Contractor will be Responsible for All Measurements.
5. Contractor to Provide Traffic & Safety Barricades.
6. Level entire parking area, driveway, and rear walkway with 2" bituminous Type B base course, NHDOT-401 pavement to sub grade elevation, ensuring drainage is away from building and no puddling occurs.
7. Remove bituminous curb & sidewalks.
8. Reclaim existing pavement from entire parking lot and rear entrance walkway. Reclaim



and grade in one weekend.

9. Compact & level to properly grade parking lot.
10. Reclaimed material may be used in areas to establish proper draining and run off.
11. Grade & compact reclaimed material in one weekend.
12. Remove excess material from site.
13. Saw cut at limits of work.
14. Adjust & repair as needed storm drain castings where applicable to ensure drainage slopes away from building.
15. Install 2" Type B binder course.
16. Sweep binder course as needed.
17. Apply tack coat to 2" bituminous type B base course prior to applying final 1" wearing course as applicable.
18. Install cape or granite curbs, ensuring three (3) A.D.A. Ramps. Please bid both options. Curbing height on street side should be a minimum of 4 inches upon project completion.
19. Install bituminous sidewalks 2" binder course, 1" wearing course.
20. Contractor will use care to assure that no asphalt is spread or dumped on grass or sidewalk areas. Loam & seed disturbed areas.
21. Install Parking Lines.
  - a. Contractor will be experienced in safe and effective application of striping paint. Employees performing work will be knowledgeable and fully trained. Contractor will furnish his own equipment required for parking lot striping applications and procedures.
  - b. Restripe parking area to original format using 100% acrylic latex paints meeting or exceeding current federal v.o.c. specifications. All paint is white except yellow speed dips.
  - c. Paint will be well mixed in manufacturing process and properly ground when incorporating pigments in order to conform to requirements as specified.
  - d. Paint will not liver, thicken, curdle, gel, settle excessively, or otherwise show objectionable properties during storage & will be readily mixed manually to smooth, uniform consistency.
  - e. Paint will dry on paved surface to a strongly adherent film that will not turn dark in sunlight or show considerable discoloration with age.
  - f. Paint will be easily and uniformly applicable with mechanical line-marking equipment & will have excellent covering properties.
  - g. Lines should be applied on dry pavement under humidity conditions of 80% or less.
  - h. Repaint all stencils including handicap spaces to original format using 100% acrylic latex paints meeting current federal v.o.c. specifications.
  - i. Contractor will stripe/mark parking lot in accordance with sketch for lot.

- j. Work will be done during weekend or weekday evenings.
- k. One-week minimum notice is required prior to any work being done. However, due to the nature of New England weather, there will be a 24-hour confirmation to established schedule, which may be subject to change.
- l. Contractor will, in order to eliminate parking problems for NH Employment Security employees, complete the work during off-hours over a weekend (Saturday or Sunday) and must coordinate the work with a NH Employment Security representative.
- m. Contractor will coordinate with NH Employment Security Plant Maintenance Engineer III Jesse Propri, see 2.08 for contact details, to use NHES stencils.
- n. Contractor must provide NHES with specifications of products used.

**SAFETY & COMPLIANCE:**

**PROTECTION OF THE PUBLIC, EMPLOYEES, AND PROPERTY**

Safety and protection of all, including Contractor employees, NH Employment Security personnel, clients, and property is of utmost concern. Contractor will, at his expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work will be compliant with current State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor to ensure safety of worker, NH Employment Security staff and the general public.

Contractor will call Dig Safe before beginning any work.

Contractor is responsible for all measurements.

Work will interfere as little as possible with NH Employment Security business.

- A. Contractor will construct, furnish and install all signs, lights, reflectors, and protection devices, such as fences and barricades, required for safekeeping of Contractor, NHES employees, NHES clients, and the public. Safety measures must be sufficient to meet need and approved by NHES Plant Maintenance Engineer III, Jesse Propri.

NHES, 2000 Lafayette Road, Portsmouth, NH, 03801, will be open to public and staff while work is in progress. Contractor will be responsible for roping off or barricading sufficient area around worksite to safeguard all from exposure to construction hazards and ensure safety of all.

- B. Contractor will keep all access roads and walkways clear of debris, materials and construction equipment.
- C. 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.
- D. 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.
- E. Contractor will provide all Material Safety Data Sheets prior to project start date.

- F. Contractor will replace/repair to new condition damage resulting from work to building, shrubs, plants, trees, lawns, HVAC units, generator, irrigation, etc.

### **COMPLIANCE**

Contractor will work 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.

### **QUALIFICATION OF EMPLOYEES**

Contractor employees will be qualified to perform contractual duties. NHES may require Contractor to remove from worksite any employee deemed incompetent, careless or otherwise objectionable.

Contractor will provide employees with picture identification badges clearly denoting company name and employee name. ID will be worn by Contractor while on NHES property.

### **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.

### **WARRANTY**

Contractor will guarantee workmanship for a period of two years from date of acceptance of completed work.

Warranty material must be free of defects for a period of five years.

### **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 NHES following completion and acceptance of project by NHES Plant Maintenance Engineer III, Jesse Propri, or by NHES Administrative Services Supervisor, Ernie Liakas. NHES may authorize partial payment.

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

**Total Cost for Portsmouth Parking Lot Replacement: \$91,550.00**

**Costs for unforeseen issues: \$10,000.00\***

**\*Costs must be authorized in advance**

**TOTAL CONTRACT NOT TO EXCEED \$ 101,550.00**

Invoice must include:

- 1.) Date work was done
- 2.) Worksite address
- 3.) Brief description of work completed

**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 begin upon Governor and Council approval and terminate June 30, 2016.

**TERMINATION**

Either party may terminate this agreement at any time. Terminating party must give written notice of termination, by certified mail, at least thirty days (30) prior to effective termination date. If Contractor fails to perform services this agreement will, without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond date Contractor fails to perform required services.

**DAMAGE**

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

## **CONFIDENTIALITY & CRIMINAL RECORD**

Contractor and employees will 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 must have these forms in place prior to entrance. Criminal Records checks are \$25 for each employee. Contractors assume this fee.

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

Contractor certifies 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 changes in this status.

## **SUB-CONTRACTING**

Contractor must submit names of all sub-contractors used in performance of work for approval by NH Employment Security representative. If a sub-contractor refuses to perform, Contractor may substitute another sub-contractor for the same or a lower price, but cost savings must be rebated to NH Employment Security.

## **ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY**

NH Employment Security reserves the right to accept or reject proposals.

## **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.

## **AMERICANS WITH DISABILITIES ACT**

Contractor will agree to comply with all Federal, State and Local ADA rules and regulations.

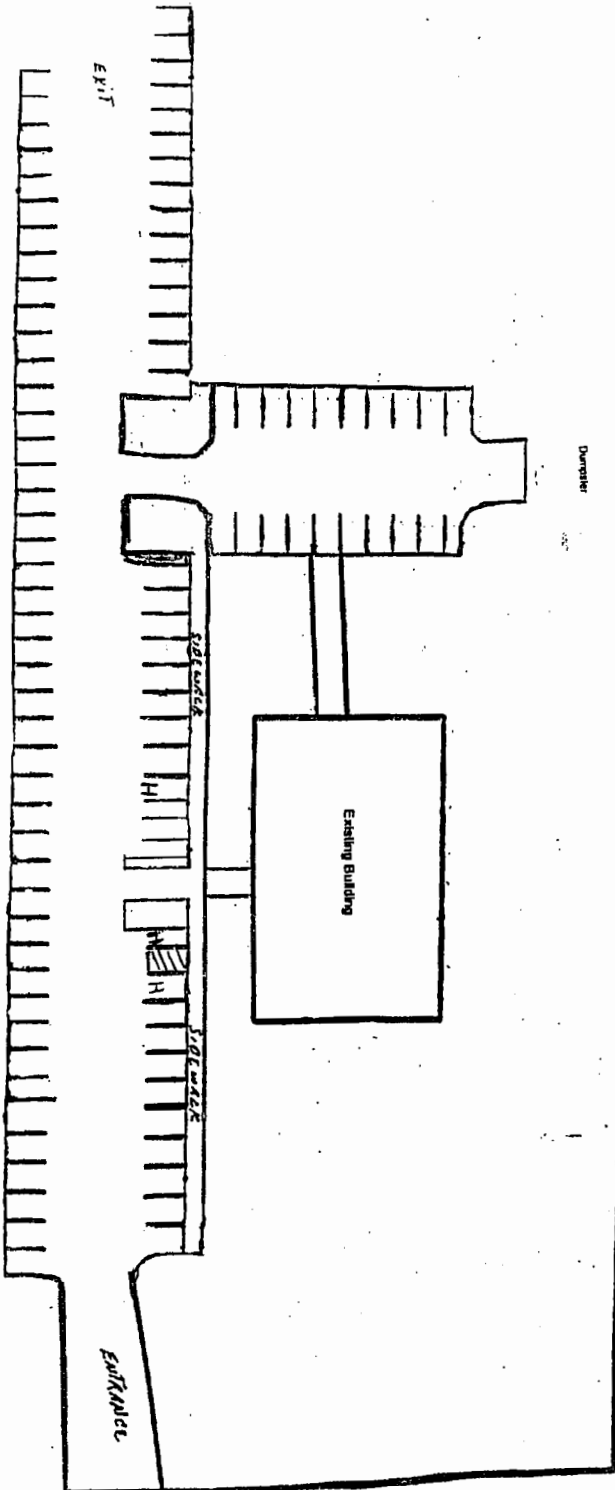
## **PAYMENT/PERFORMANCE BOND: MILLER ACT**

**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

PORTSMOUTH LOCAL OFFICE  
NH Employment Security  
2000 Lafayette Road  
Portsmouth, NH 03801-5873



85 Spaces  
3 ADA

**ATTACHMENT B**

Davis-Bacon Wage Determinations, Rockingham County

**General Decision Number: NH150013 01/23/2015 NH13, Superseded General Decision Number: NH20140013**

**State: New Hampshire Construction Type: Building County: Rockingham County in New Hampshire.**

**BUILDING CONSTRUCTION PROJECTS (not single family homes or apartments up to and including 4 stories).**

**Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).**

**Modification Number Publication Date**

0 01/02/2015

1 01/23/2015

<b>BRME0003-001 05/01/2014</b>	<b>Rates</b>	<b>Fringes</b>
<b>BRICK POINTER/CAULKER/CLEANER</b>	<b>\$ 30.36</b>	<b>19.18</b>

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<b>CARP0118-006 10/01/2014</b>		
<b>CARPENTER</b>		
<b>(Acoustical Ceiling Installation, Drywall Hanging, Form Work and Floor Layer Including Carpet, Hardwood and Resilient)</b>	<b>\$ 25.91</b>	<b>18.37</b>

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<b>ELEC0490-004 06/01/2014</b>		
<b>ELECTRICIAN</b>		
<b>Electrician Low Voltage Wiring</b>	<b>\$ 27.75</b>	<b>17.45</b>
<b>Installer</b>	<b>\$ 20.06</b>	<b>14.60</b>

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<b>* ELEV0004-002 01/01/2015</b>		
<b>ELEVATOR MECHANIC</b>	<b>\$ 53.30</b>	<b>28.385</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.**

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<b>IRON0007-007 03/16/2014</b>		
<b>IRONWORKER (Reinforcing and Structural)</b>	<b>\$ 22.65</b>	<b>20.17</b>

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

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**LABO0976-002 06/01/2013**

**LABORER: Concrete Worker (removing forms, demolition and removal of concrete, pouring and leveling of concrete)** **\$ 19.71** **16.42**

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**SUNH2011-009 02/22/2011**

**CARPENTER (Drywall Finishing/Taping Only)** **\$ 27.02** **11.69**

**CARPENTER,**  
**Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, and Formwork** **\$ 23.53** **8.25**

**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**

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

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.

=====  
END OF GENERAL DECISION  
=====

Click on sheet to open 2 page form  
**Certified Payroll Sheet Internet Address**  
<http://www.dol.gov/whd/forms/wh347.pdf>

U.S. Department of Labor  
 Employment Standards Administration  
 Wage and Hour Division

**PAYROLL**  
 (For Contractor's Optional Use; See Instructions at [www.dol.gov/esa/whd/forms/wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm))  
*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*



NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No.: 1215-0149 Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) CLASSIFICATION OF WORKER (e.g., EMPLOYEE, CONTRACTOR)	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			MON	TUE	WED	THUR	FRI	SAT	SUN				FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
			0															
			\$															

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 in response to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The Copeland Act (49 U.S.C. § 5148) 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. § 5.6(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.

**Public Burden Statement**

We estimate that it will take an average of 65 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 6302, 380 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

**Certified Payroll Sheet Instruction Internet Address**

<http://www.dol.gov/whd/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.

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**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](http://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"

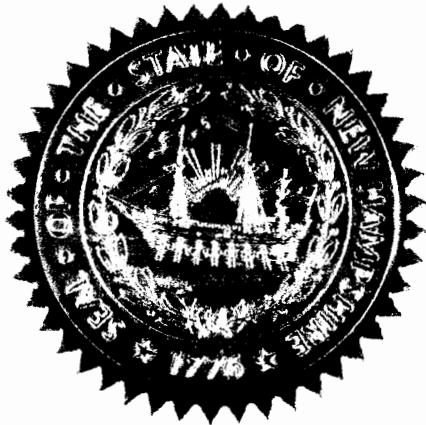
For Netscape Navigator users, select "Save Link As"

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 GMI Asphalt, LLC is a New Hampshire limited liability company formed on September 24, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of May, A.D. 2015

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

William M. Gardner  
Secretary of State

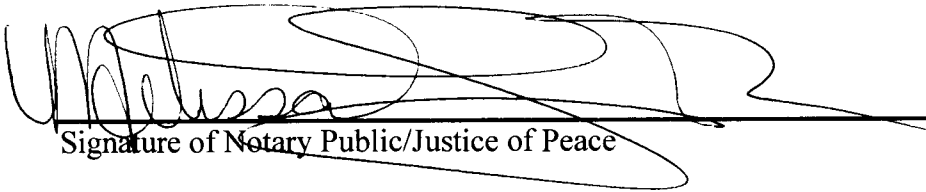
**GMI ASPHALT, LLC  
288 LACONIA ROAD  
BELMONT, NH, 03220**

I, WARREN Colby, hereby certify that I am a MEMBER of **GMI ASPHALT, LLC**, a limited liability company under RSA 304-C. I, RENAVY Colby, certify that I am President of GMI Asphalt, LLC, and Managing Partner of GMI Asphalt, LLC. I certify that I am authorized to bind the LLC. I further certify that it is understood that 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 LLC.

DATED: 5/4/15

ATTEST:   
Name

MANAGER / OWNER  
Title

  
Signature of Notary Public/Justice of Peace

[Seal]

**MELISSA M. SMITH, Notary Public**  
My Commission Expires December 23, 2019

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2015

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Carrie Morgan <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	
<b>INSURED</b> GMI Asphalt, LLC 288 Laconia Road  Belmont NH 03220		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Fireman's Ins. Co. of INSURER B: Granite State WC Manufacturer's INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 15-16 All lines w/ NH WC      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA5199142	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CAA5199143	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			CUA5199144	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	WC0120150000554 (3a.) NH Warren Colby & Marc Bourgeois excluded	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Re: Portsmouth Parking Lot.

<b>CERTIFICATE HOLDER</b>  New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Laura Perrin/JSC <i>Laura Perrin</i>



