

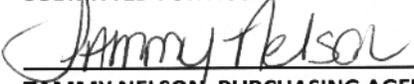
CONTRACT: Statewide Roofing Repairs Contract
CONTRACT #: 8001463
VENDOR: The Melanson Company, Inc. / Vendor # 160386

This contract is for statewide roofing repair services for the period November 1, 2013 through October 31, 2016, unless terminated earlier in accordance with the terms of the contract. The scope of work is limited to repair of an area of up to 350 square feet.

As a result of Bid 1568-14, two compliant bids were received. The awards were made to multiple vendors (a primary and secondary contract holder) based on lowest hourly rate by county; see attached results. The Melanson Company was the second lowest bidder in each county and is therefore the secondary contract holder for all counties.

* * * * *

SUBMITTED FOR ACCEPTANCE BY:

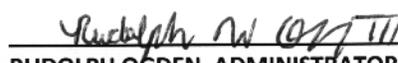


TAMMY NELSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE

10/25/13

RECOMMENDED FOR ACCEPTANCE BY:



RUDOLPH OGDEN, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE

10/25/13

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE

ENDORSED FOR ACCEPTANCE BY:

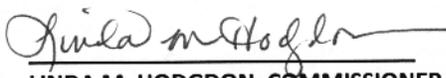


MICHAEL P. CONNOR, DEPUTY COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

10/29/13

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

10/30/13

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
Bid 1568-14
10/03/13 @ 2:00 PM
 Statewide Roofing Repairs Contract

The Melanson Company, Inc.		Belknap County	Carroll County	Cheshire County	Coos County	Grafton County	Hillsboro County	Merrimack County	Rockingham County	Stratford County	Sullivan County										
Supervisor	\$ 95.00	\$ 83.00	\$ 138.00	\$ 112.00	\$ 86.00	\$ 74.00	\$ 138.00	\$ 112.00	\$ 138.00	\$ 112.00	\$ 94.00	\$ 82.00	\$ 86.00	\$ 74.00	\$ 90.00	\$ 76.00	\$ 110.00	\$ 90.00	\$ 86.00	\$ 74.00	
Apprentices																					
Gross Total by County	\$ 178.00	\$ 250.00	\$ 160.00	\$ 250.00	\$ 250.00	\$ 176.00	\$ 160.00	\$ 166.00	\$ 200.00	\$ 160.00											

Prime Roofing Corp.		Belknap County	Carroll County	Cheshire County	Coos County	Grafton County	Hillsboro County	Merrimack County	Rockingham County	Stratford County	Sullivan County										
Supervisor	\$ 87.00	\$ 77.00	\$ 90.00	\$ 80.00	\$ 77.00	\$ 67.00	\$ 90.00	\$ 80.00	\$ 87.00	\$ 77.00	\$ 80.00	\$ 70.00	\$ 77.00	\$ 67.00	\$ 80.00	\$ 70.00	\$ 80.00	\$ 70.00	\$ 77.00	\$ 67.00	
Apprentices																					
Gross Total by County	\$ 164.00	\$ 170.00	\$ 144.00	\$ 170.00	\$ 170.00	\$ 164.00	\$ 150.00	\$ 144.00	\$ 150.00	\$ 150.00	\$ 144.00	\$ 150.00	\$ 150.00	\$ 144.00							

Property Logistics, Inc.*		Belknap County	Carroll County	Cheshire County	Coos County	Grafton County	Hillsboro County	Merrimack County	Rockingham County	Stratford County	Sullivan County										
Supervisor																					
Apprentices																					
Gross Total by County																					

Belknap County		Carroll County		Cheshire County		Coos County		Grafton County		Hillsboro County		Merrimack County		Rockingham County		Stratford County		Sullivan County			
Supervisor																					
Apprentices																					
Gross Total by County																					

*non compliant (not a pre-qualified roofing contractor with the Dept of Transportation)

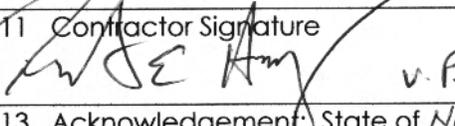
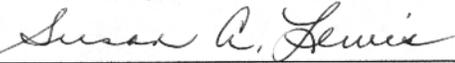
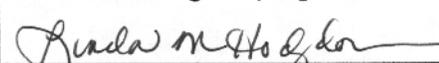
Subject: STATEWIDE ROOFING REPAIR SERVICES

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name The Melanson Company, Inc. Vendor No. 160386		1.4 Contractor Address 5 Ferry Road Bow, NH 03304	
1.5 Contractor Phone Number (603) 224-0444	1.6 Account Number N/A	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Contractor Signature  v.P.		1.12 Name and Title of Contractor Signatory Robert Hardy Vice President	
1.13 Acknowledgement: State of NEW HAMPSHIRE , County of MERRIMACK On 10/16/2013, 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]  MY COMMISSION EXPIRES 4/17/18			
1.13.2 Name and Title of Notary or Justice of the Peace SUSAN A. LEWIS			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, 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: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

REH
10/16/13

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.

Contractors Initials RLK
Date 10-16-13

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.

Contractors Initials REH
Date 10-16-13

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.

Contractors Initials REH
Date 10-16-13

EXHIBIT A
AGREEMENT FOR STATEWIDE ROOFING REPAIR SERVICES

I. PARTIES:

This Contract is entered into by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State"), whose address is 25 Capitol Street, Concord, NH 03301, and The Melanson Company, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are:

THE MELANSON COMPANY, INC.
5 FERRY ROAD
BOW, NH 03301
(603) 224-0444

THE PARTIES AGREE AS FOLLOWS:

II. EFFECTIVE DATE, DURATION

This contract shall take effect on November 1, 2013, or upon approval by the Commissioner Department of Administrative Services, whichever is later, and shall expire three (3) years thereafter on October 31, 2016, unless terminated earlier in accordance with the terms of this contract, see Section IV below.

III. SERVICES

The Contractor shall be responsible for assisting the State in performing repairs to roofing, flashing, and associated structure to eliminate water infiltration problems on State owned/occupied buildings, and shall also assist in identifying the cause/recommending solutions to said problems, as a secondary or backup contract holder, for the following counties: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford and Sullivan, in the event the other primary contract holder is unable to provide service for those counties.

The scope of work is limited to repair an area of up to 350 square feet. Repair of multiple areas on one building which exceed this area will not be immediate cause for voiding the terms of this contract.

All roofing repair/replacement work is to be completed in accordance with the requirements set forth herein. The scope-of-work includes the removal, transport, and disposal of roofing materials located at the state facility. Work is to be completed in accordance with the schedules stated herein, and as designated by the State. It is essential that all work be phased and scheduled as required to facilitate the State's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, state, and federal codes and regulations and the requirements stated herein.

All work is to be performed by competent workers. Competent workers are personnel trained in accordance with industry and manufacturers standards in the use of the materials and installation to be provided, with at least three (3) years experience in performing the work, or under the direct supervision of personnel meeting this requirement.

Contractors Initials REH
Date 16-16-13

1. Contractor Use of Premises

The Contractor shall limit the use of the site to the work indicated, so as to allow for the State operations and general construction activity. The Contractor shall confine operations at the site to the specified work areas of the specification and take all precautions necessary to protect the site, buildings, any occupants, and surrounding areas from work-related hazards during the construction period. The Contractor shall maintain the building in a safe and structurally sound condition throughout the work and provide additional barriers and site security as needed to accommodate such access.

The Contractor shall install solid barriers to prevent unauthorized access and visibility from adjacent, public or State of New Hampshire-occupied areas as designated by the State and use materials and construction methods approved by applicable regulations. The Contractor shall work in cooperation with, and coordinate all work with the State project supervisor.

2. Services/Delivery Time

The Contractor shall respond within forty eight (48) hours of work request and shall commence repair within seven (7) business days (except where asbestos permits are required).

3. Stop Work

If the State presents a written or verbal stop work order, the Contractor shall immediately and automatically cease all activities. The Contractor shall not recommence work until authorized in writing by the State.

4. Standards

a. Applicability of Standards

The Contractor shall be responsible to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines including manufacturers' published specifications and installation instructions, applicable ASTM Standards, the National Roofing Contractors Association Roofing and Waterproofing Manual, FM Global, and UL standards where applicable. Except where the Contract includes more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract. Where compliance with an industry standard is required, the Contractor shall comply with the most current standards in effect as of date of the Contract.

b. Conflicting Requirements

Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless Contract indicates otherwise. The Contractor shall refer to the State's project supervisor any requirements that are different or conflicting.

5. State & Local Agencies

The Contractor shall send written notification as required by State and local regulations prior to beginning any work on asbestos-containing materials. At least ten (10) working days prior to the start of work, the Contractor shall also submit appropriate notification to the New Hampshire Department of Environmental Services, Air Resource Division, 29

Contractors Initials REH
Date 10-16-13

Hazen Drive, Concord, NH 03302; and post notifications at job site.

The Contractor shall notify all local emergency agencies of the abatement work to be completed as required and obtain all necessary building permits as required.

6. First Aid

The Contractor shall comply with governing regulations and recognized recommendations within the construction industry.

7. Fire Extinguishers

The Contractor shall provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case. For torch down work, the Contractor shall provide a "fire watch" with proper fire extinguishers to extinguish any fires.

8. Worker Protection

The Contractor shall comply with respiratory protection requirements as specified in this specification and applicable regulations. The Contractor shall provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

a. *Respiratory Protection*

The Contractor shall provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI, NIOSH, and MSHA standards. The Contractor shall select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits.

9. Control Access

a. *Safety and Warning Devices*

The Contractor shall provide units with the following safety and warning devices and isolate the work area to prevent building occupants and the public into work area or surrounding controlled areas. The Contractor shall notify the State of all doors and other openings that must be secured to isolate work area. Access to building exits must be maintained as indicated by the State and State's representatives. The Contractor shall construct work area barriers as required allowing for State operations and as approved by the State and State's representatives.

b. *Secured Access*

The Contractor shall arrange the work area so that the only access into work area is through securable barriers.

c. *Construction Barriers*

The Contractor shall provide construction barriers as indicated by the State to prohibit unauthorized access by adjacent occupants and public. At a minimum the Contractor shall provide barriers as necessary to isolate all work areas where roofing repairs / replacement are conducted during periods of operation.

The Contractor shall provide Warning Signs at each door and barrier leading to work area reading as follows:

DANGER / KEEP OUT / BEYOND THIS POINT / CONSTRUCTION WORK IN PROGRESS

Contractors Initials Red
Date 10-16-13

10. Other Hazardous Materials or Conditions

The Contractor shall immediately notify the State and other contractors at the site of any other hazardous or potentially hazardous materials or conditions encountered during the work.

11. Subcontracting

In addition to the provisions of Section 12 of the P-37 related to assignment and subcontracting of contractual rights and obligations, the Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

IV. CONTRACT TERMINATION

1. Bankruptcy or Receivership

Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

2. Service Breach

The non-breaching party may terminate this contract in whole or in part after thirty (30) days' written notice, as described in the Form P-37 General Terms and Conditions Section 8, in the event of the breaching party's failure to perform the service obligation of this contract.

3. Written Notice by State

The State may terminate this contract in whole or in part at any time by giving the Contractor thirty (30) days' written notice.

V. SCOPE, AMENDMENT AND INTERPRETATION

1. Contract

This Contract consists of the following documents ("contract documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. Exhibit A Agreement for Statewide Roofing Repair Services
- c. Exhibit B Pricing and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D State of NH Bid number 1568-14

2. Entire Agreement

The documents referenced in Section V above contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties, subject to the New Hampshire Department of Administrative Service Commissioner's approval.

Contractors Initials REH
Date 10-16-13

Exhibit B
Pricing and Payment

I. PRICING

Payment shall be remitted to the address as directed by the requesting agency as described herein:

1. Hourly Rate

The rates, as indicated on the attached Appendix A, will start when the Contractor has arrived at the requested work site, and rates will stop when work stops at the work site for the day. The work shall be performed during the daylight hours and shall be between the hours of 8:00 am and 4:00 pm.

All rates are inclusive rates and shall include: labor, standard tools, and equipment of the trade, mileage, parking, tolls, transportation, lodging, and meals. Rates are to also include all roofing material disposals. The personnel shall be required to bring the proper tools (hand tools, small power tools, ladders, etc) of the trade and supplies applicable when first arriving at the work site.

2. Rental Equipment

Rental of specialized equipment (personnel lifts, scaffolding, cranes, compressors, ect.) required to complete the scope of work is to be provided by the Contractor. Rental of said equipment shall only be acquired if the Contractor does not own the equipment needed. The Contractor shall submit a request to the State agency for approval prior to the rental of said equipment. Costs for the equipment are to be the dated invoice rate receipt, plus ten (10) percent. A copy of the invoice per rental equipment shall be included with the Contractor's invoice package per the contract term.

3. Materials

Rates for new materials utilized to complete the roofing repairs/replacement shall be verified by the dated receipts, referencing the specific location. Invoicing shall be done by the dated cost receipt plus ten (10) percent.

II. PAYMENT SCHEDULE

The State shall pay thirty (30) days from receipt of properly documented invoices.

Contractors Initials REH
Date 10-16-13

APPENDIX A
HOURLY RATES PER COUNTY

The Contractor shall provide secondary or backup services for the following counties (in the event the primary contract holder is unable to provide for the services) at the said rates:

Belknap County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 95.00	\$ 83.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 95.00	\$ 83.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 95.00	\$ 83.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 95.00	\$ 83.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 95.00	\$ 83.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 95.00	\$ 83.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 95.00	\$ 83.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 95.00	\$ 83.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 95.00	\$ 83.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 95.00	\$ 83.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 95.00	\$ 83.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 95.00	\$ 83.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 95.00	\$ 83.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 95.00	\$ 83.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 95.00	\$ 83.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 95.00	\$ 83.00

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Carroll County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 138.00	\$ 112.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 138.00	\$ 112.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 138.00	\$ 112.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 138.00	\$ 112.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 138.00	\$ 112.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 138.00	\$ 112.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 138.00	\$ 112.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 138.00	\$ 112.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 138.00	\$ 112.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 138.00	\$ 112.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 138.00	\$ 112.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 138.00	\$ 112.00

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Cheshire County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 86.00	\$ 74.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 86.00	\$ 74.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 86.00	\$ 74.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 86.00	\$ 74.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 86.00	\$ 74.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 86.00	\$ 74.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 86.00	\$ 74.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 86.00	\$ 74.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 86.00	\$ 74.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 86.00	\$ 74.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 86.00	\$ 74.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 86.00	\$ 74.00

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Coos County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 138.00	\$ 112.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 138.00	\$ 112.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 138.00	\$ 112.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 138.00	\$ 112.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 138.00	\$ 112.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 138.00	\$ 112.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 138.00	\$ 112.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 138.00	\$ 112.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 138.00	\$ 112.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 138.00	\$ 112.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 138.00	\$ 112.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 138.00	\$ 112.00

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Grafton County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 138.00	\$ 112.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 138.00	\$ 112.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 138.00	\$ 112.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 138.00	\$ 112.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 138.00	\$ 112.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 138.00	\$ 112.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 138.00	\$ 112.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 138.00	\$ 112.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 138.00	\$ 112.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 138.00	\$ 112.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 138.00	\$ 112.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 138.00	\$ 112.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 138.00	\$ 112.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 138.00	\$ 112.00

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Hillsborough County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 94.00	\$ 82.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 94.00	\$ 82.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 94.00	\$ 82.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 94.00	\$ 82.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 94.00	\$ 82.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 94.00	\$ 82.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 94.00	\$ 82.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 94.00	\$ 82.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 94.00	\$ 82.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 94.00	\$ 82.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 94.00	\$ 82.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 94.00	\$ 82.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 94.00	\$ 82.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 94.00	\$ 82.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 94.00	\$ 82.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 94.00	\$ 82.00

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Merrimack County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 86.00	\$ 74.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 86.00	\$ 74.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 86.00	\$ 74.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 86.00	\$ 74.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 86.00	\$ 74.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 86.00	\$ 74.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 86.00	\$ 74.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 86.00	\$ 74.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 86.00	\$ 74.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 86.00	\$ 74.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 86.00	\$ 74.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 86.00	\$ 74.00

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Rockingham County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 90.00	\$ 76.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 90.00	\$ 76.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 90.00	\$ 76.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 90.00	\$ 76.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 90.00	\$ 76.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 90.00	\$ 76.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 90.00	\$ 76.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 90.00	\$ 76.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 90.00	\$ 76.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 90.00	\$ 76.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 90.00	\$ 76.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 90.00	\$ 76.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 90.00	\$ 76.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 90.00	\$ 76.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 90.00	\$ 76.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 90.00	\$ 76.00

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Strafford County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 110.00	\$ 90.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 110.00	\$ 90.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 110.00	\$ 90.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 110.00	\$ 90.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 110.00	\$ 90.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 110.00	\$ 90.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 110.00	\$ 90.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 110.00	\$ 90.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 110.00	\$ 90.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 110.00	\$ 90.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 110.00	\$ 90.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 110.00	\$ 90.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 110.00	\$ 90.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 110.00	\$ 90.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 110.00	\$ 90.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 110.00	\$ 90.00

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Sullivan County

Spec Sect.	Title	Description	Supervisor Hourly Rate	Apprentices Hourly Rate
7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.	\$ 86.00	\$ 74.00
7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.	\$ 86.00	\$ 74.00
7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.	\$ 86.00	\$ 74.00
7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.	\$ 86.00	\$ 74.00
7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.	\$ 86.00	\$ 74.00
7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.	\$ 86.00	\$ 74.00
7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7531	Single Ply Roofing & Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.	\$ 86.00	\$ 74.00
7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.	\$ 86.00	\$ 74.00
7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.	\$ 86.00	\$ 74.00
7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.	\$ 86.00	\$ 74.00
7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.	\$ 86.00	\$ 74.00
7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.	\$ 86.00	\$ 74.00
7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.	\$ 86.00	\$ 74.00
7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.	\$ 86.00	\$ 74.00

Contractors Initials REH
Date 10-16-13

Exhibit C
Special Provisions

1. Delete paragraph 14.1.1 and substitute the following: 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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence.
2. Include the following: Proof of automobile liability insurance.
3. There are no other special provisions for this contract.

Exhibit D
State of New Hampshire Bid 1568-14

1. RFB 1568-14 issued September 11, 2013 by the Department of Administrative Services, Bureau of Purchase and Property, is incorporated herein by reference.

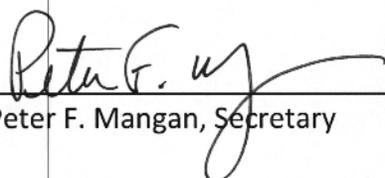
Corporate Resolution

I, Peter F. Mangan, hereby certify that I am the duly elected Clerk/Secretary
(Name)
of The Melanson Company, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on October 14, 2013 at which a
quorum of the Directors/Shareholders were present and voting.

VOTED: That Robert E. Hardy, Vice President is duly authorized to enter into contracts or agreements
on behalf of The Melanson Company, Inc. with the State of New Hampshire and any of its agencies or
departments and further is authorized to execute any documents which may in his /her judgment be
desirable or necessary to effect the purpose of this vote.

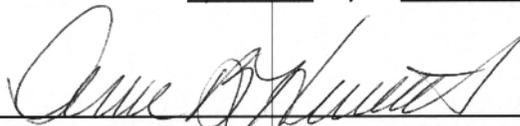
I hereby certify that said vote has not been amended or repealed and remains in full force and effect
as of the date of the contract to which this certificate is attached. I further certify that it is understood that
the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently
occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that
there are any limits on the authority of any listed individual to bind the corporation in contracts with the State
of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/16/2013

ATTEST: 
Peter F. Mangan, Secretary

State of New Hampshire
County of Cheshire

Subscribed and sworn to (or affirmed) before me this 16th day of October, 2013 by
Peter F. Mangan.
Name of Clerk/Secretary


Notary Public or Justice of the Peace
My commission expires 9-18-18

(Seal)

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 THE MELANSON COMPANY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 27, 1956. I further certify that all fees required by the Secretary of State's office have been paid and that articles of dissolution have 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 15th day of October, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2013

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 MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED The Melanson Company, Inc. 5 Ferry Road Bow, NH 03304	INSURER(S) AFFORDING COVERAGE	
	INSURER A :Continental Casualty, A CNA Company	
	INSURER B :National Fire Ins. Co. of Hartford	
	INSURER C :American Casualty Company of Reading, PA	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** YPRXUKDM **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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4029340744	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4029340758	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			4018063203	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	4029341263	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WC Statutory coverage in CT, ME, MA, NH, NY, RI, and VT. No Executive members or officers excluded.
For roof repairs and related operations, per State of New Hampshire contract.

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Melanie Carraher, Purchasing Agent State House Annex, Room 102 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 