



**McAuliffe-Shepard Discovery Center**

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B93  
136B

2 Institute Drive  
Concord, NH 03301  
phone 603-271-7827  
fax 603-271-7832

November 2, 2012

www.starhop.com

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

100% Capital Funds

Requested Action

- (1) Authorize the McAuliffe-Shepard Discovery Center to enter into an agreement with Tier One Construction, Inc., 1552 Belmont Street, Manchester, NH 03104, vendor code 228998, to construct a canopy over the emergency exit door on the Discovery Center's north side, from Governor and Council approval through December 31, 2012, at a cost not to exceed \$13,721.98. 100% Capital Funds.
- (2) Authorize the Discovery Center to make a payment in the amount of \$2,000.00 to Tier One Construction, Inc., upon Governor and Council approval of this agreement.

Funding is available in account, Capital Projects, as follows:

030-061-03280000 MCAULIFFE-SHEPARD DISCOVERY CENTER-  
03240:1-III-H/PLANETARIUM

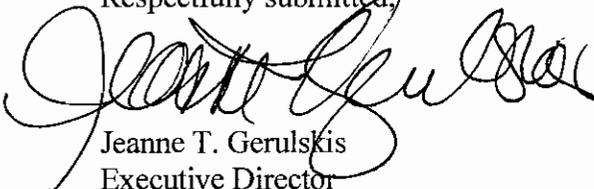
034	Capital Projects	\$13,721.98
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Explanation

The McAuliffe-Shepard Discovery Center has first and second floor emergency exits on the north and east sides, respectively, of the newly constructed portion of its facility. Because of the curved shape of the main building's roof by the first floor emergency exit, during the winter season snow falls from the roof and blocks the emergency exit on a regular basis, a problem not anticipated when the facility was designed. In our 2012 State Fire Marshall inspection, this was cited as a problem needing correction.

The Discovery Center's architect, Dignard Architectural Services, designed a canopy for this exit. We issued a Request for Proposal electronically on the State and Discovery Center's websites from October 5-22. We received one bid. The cost is reasonable and the company has good references, so we have decided to move forward with the only bidder, Tier One Construction, Inc.

Respectfully submitted,



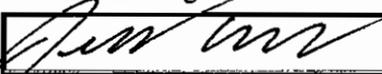
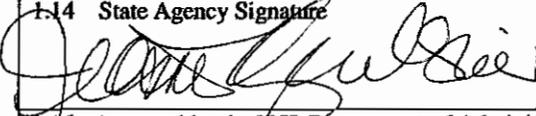
Jeanne T. Gerulskis  
Executive Director



Subject: Entry Canopy Construction 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 <u>McAuliffe-Shepard Discovery Center</u>		1.2 State Agency Address <u>2 Institute Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Tier One Construction Co., Inc.</u>		1.4 Contractor Address <u>1552 Belmont Street, Manchester, NH 03104</u>	
1.5 Contractor Phone Number <u>603-497-7522</u>	1.6 Account Number <u>030-061-03280000-500162</u>	1.7 Completion Date <u>December 31, 2012</u>	1.8 Price Limitation <u>\$13,721.98</u>
1.9 Contracting Officer for State Agency <u>Jeanne T. Gerulskis, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-7827 x120</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jerred Rounds, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/31/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>PAULA J. CANTARA, Notary Public</u> <u>My Commission Expires November 17, 2015</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeanne T. Gerulskis, Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11/1/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

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

**7. PERSONNEL.**

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



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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

Tier One Construction, Inc., hereinafter referred to as "Contractor," will provide the following services to the McAuliffe-Shepard Discover Center, hereinafter referred to as "Agency," through December 31, 2012.

### Scope of Work

Construction of an exterior door canopy at the Discovery Center north side over the emergency exit door. All materials and systems shall be installed in accordance with Dignard Architectural Services specifications, attached to this Agreement as Attachment 1, and per the bid submitted by the Contractor, attached to this Agreement as Attachment 2.

  
\_\_\_\_\_  
Jeanne T. Gerulskis  
Executive Director  
McAuliffe-Shepard Discovery Center

  
\_\_\_\_\_  
Jerred Rounds  
President  
Tier One Construction, Inc.



## Exhibit B

Payment, not to exceed a total of \$13,721.98, will be made as follows for costs specified in contractors October 22, 2012 proposal, attached to this agreement as Attachment 2.

1. \$2,000 upon approval by Governor and Council.
2. Payment not to exceed \$11,721.98 upon completion of project, after acceptance by the Agency of work performed and receipt of an invoice from the Contractor.

Payment terms are net 30.

  
\_\_\_\_\_  
Jeanne T. Gerulskis  
Executive Director  
McAuliffe-Shepard Discovery Center

  
\_\_\_\_\_  
Jerred Rounds  
President  
Tier One Construction, Inc.



**Exhibit C**

There are no special conditions.

  
\_\_\_\_\_  
Jeanne T. Gerulskis  
Executive Director  
McAuliffe-Shepard Discovery Center

  
\_\_\_\_\_  
Jerred Rounds  
President  
Tier One Construction, Inc.



# 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 Tier One Construction Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 13, 2012. 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 30<sup>th</sup> day of October, A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

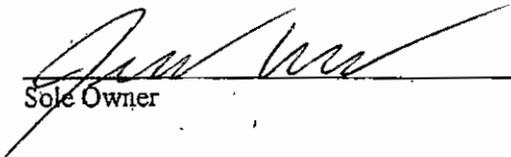


CERTIFICATE OF AUTHORITY

For a Sole Proprietor

I Jerral Rowles, as sole owner of my business certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business this 31<sup>st</sup> day of October, 20 12.

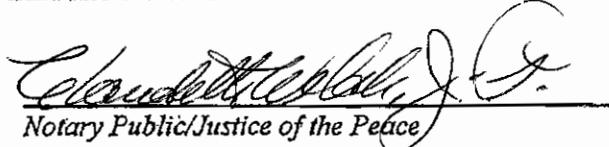
  
Sole Owner

State of NH

County of Merrimack

On October 31<sup>st</sup>, 20 12, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate.

In witness whereof, I set my hand and official seal.

  
Notary Public/Justice of the Peace

Comm. exp. 7-15-15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2012

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> <b>THE ROWLEY AGENCY INC.</b> 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Sara Hartshorn <b>PHONE (A/C, No. Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> shartshorn@rowleyagency.com	<b>FAX (A/C, No.):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Tier One Construction Company</b> 1552 Belmont Street Manchester NH 03104	<b>INSURER A:</b> Acadia Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CLA5052543-10	6/25/2012	6/25/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUA505635110	7/18/2012	6/25/2013	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS	0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Covering operations of the Named Insured during the policy period. McAuliffe-Shepherd Discovery Center; State of New Hampshire and NH Technical Institute are additional insureds with respect to general liability when required by written contract with the Named Insured.

<b>CERTIFICATE HOLDER</b>  McAuliffe-Shepherd Discovery Center State of New Hampshire 2 Institute Drive 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>  Sara Hartshorn/SBH <i>Sara Hartshorn</i>



# ATTACHMENT 1

## SUMMARY OF THE WORK:

The following is intended to assist contractors and suppliers with the scope of the work and materials for the project. It is assumed that you are familiar with these materials and systems and that you will not need to specify them in separate detail. You are expected to coordinate the work with the required standards of care and quality. All materials and systems shall be installed in strict accordance with the manufacturer's requirements and installation instructions.

## Division 1 - General Requirements

- The manufacturer shall coordinate with the architect to determine the location and extent of all work from the door to the window.
- The manufacturer shall coordinate with the architect to determine the location and extent of all work from the door to the window.
- The manufacturer shall coordinate with the architect to determine the location and extent of all work from the door to the window.

## Division 2 - Steel Decking

- Steel Decking shall be installed in accordance with the manufacturer's requirements.
- Steel Decking shall be installed in accordance with the manufacturer's requirements.
- Steel Decking shall be installed in accordance with the manufacturer's requirements.

## Division 3 - Single Ply Membrane

- Single Ply Membrane shall be installed in accordance with the manufacturer's requirements.
- Single Ply Membrane shall be installed in accordance with the manufacturer's requirements.
- Single Ply Membrane shall be installed in accordance with the manufacturer's requirements.

## Division 4 - Flashing

- Flashing shall be installed in accordance with the manufacturer's requirements.
- Flashing shall be installed in accordance with the manufacturer's requirements.
- Flashing shall be installed in accordance with the manufacturer's requirements.

## Division 5 - Hand Railing

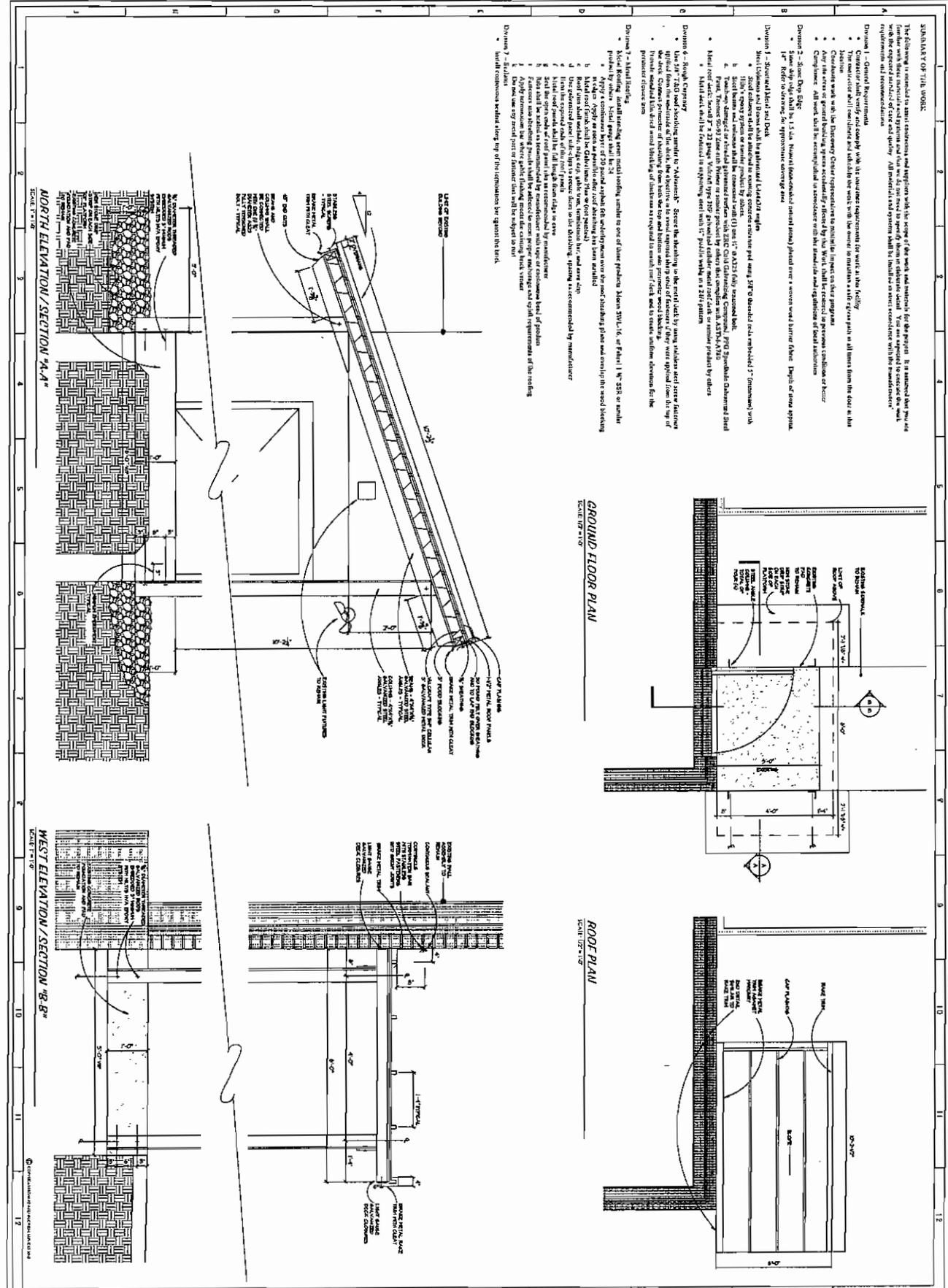
- Hand Railing shall be installed in accordance with the manufacturer's requirements.
- Hand Railing shall be installed in accordance with the manufacturer's requirements.
- Hand Railing shall be installed in accordance with the manufacturer's requirements.

## Division 6 - Rough Opening

- Rough Opening shall be installed in accordance with the manufacturer's requirements.
- Rough Opening shall be installed in accordance with the manufacturer's requirements.
- Rough Opening shall be installed in accordance with the manufacturer's requirements.

## Division 7 - Sill/Head

- Sill/Head shall be installed in accordance with the manufacturer's requirements.
- Sill/Head shall be installed in accordance with the manufacturer's requirements.
- Sill/Head shall be installed in accordance with the manufacturer's requirements.



**DIGWARD ARCHITECTURAL SERVICES**  
 124 DISCOVERY CENTER ROAD UNIT C  
 BEDFORD, NH 03043  
 TEL: 603.881.1111  
 FAX: 603.881.1112

**McAULIFFE SHEPARD**  
**DISCOVERY CENTER CANOPY**  
 2 INSTITUTE DRIVE  
 CONCORD NEW HAMPSHIRE 03301



ATTACHMENT 2



McAuliffe-Shepard Discovery Center  
Entry Canopy Proposal  
*October 22, 2012*

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Tier One Construction Company, Inc.

October 22, 2012

Mike Larochelle  
McAuliffe-Shepard Discovery Center  
2 Institute Drive  
Concord, NH 03301

**RE: McAuliffe-Shepard Discovery Center Entry Canopy Project**

Dear Mr. Larochelle,

Tier One Construction is pleased to submit our response to your request for proposal for the McAuliffe-Shepard Discovery Center Entry Canopy Project. Tier One Construction is a small General Contracting firm backed by 12 years of Construction Management and field experience with several leading firms in the industry. However it is the passion for construction and working in collaboration with owners and designers that gives Tier One its name and separates us from the competition.

In addition to my passion and prior experience I have also successfully managed the construction of several similar steel framed entry canopies as seen on page 4 of this proposal.

We understand that it is the smaller projects that require the most detail and most attention. At all times your building, your students and your visitors will be the primary focus and will receive undivided attention as this proposal includes full time site supervision from beginning to end to ensure your project the full attention it deserves.

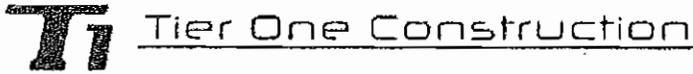
I have also taken the liberty to visit the site and review the logistics. With Tier One's collaborative approach we will mitigate any impact to the discovery center, its visitors and operations.

I look forward to working with you on this project. Should you have any questions or require any further information please feel free to call me directly at 603-497-7522

Best Regards,

Jerred Rounds

President



Tier One Construction

PROJECT: McAuliffe-Shepard Discovery Center Entry Canopy

DATE: Monday, October 22, 2012

TO: Mike Larochelle  
McAuliffe-Shepard Discovery Center  
2 Institute Drive  
Concord, NH 03301

FROM: Jerred Rounds  
Tier One Construction  
1552 Belmont Street  
Manchester, NH 03104

	Canopy Trade Items	Total	Notes
1	GENERAL CONDITIONS	\$3,300.00	
2	SITE WORK	\$500.00	
3	STRUCTURAL STEEL	\$5,500.00	
4	ROOFING	\$3,500.00	
	<b>SUBTOTAL</b>	<b>\$12,800.00</b>	
5	PERMIT	\$ 148.75	
6	G&L INSURANCE	\$ 162.66	
7	CM FEE	\$ 610.57	
	<b>TOTAL</b>	<b>\$13,721.98</b>	

McAuliffe-Shepard Discovery Center - Canopy Project

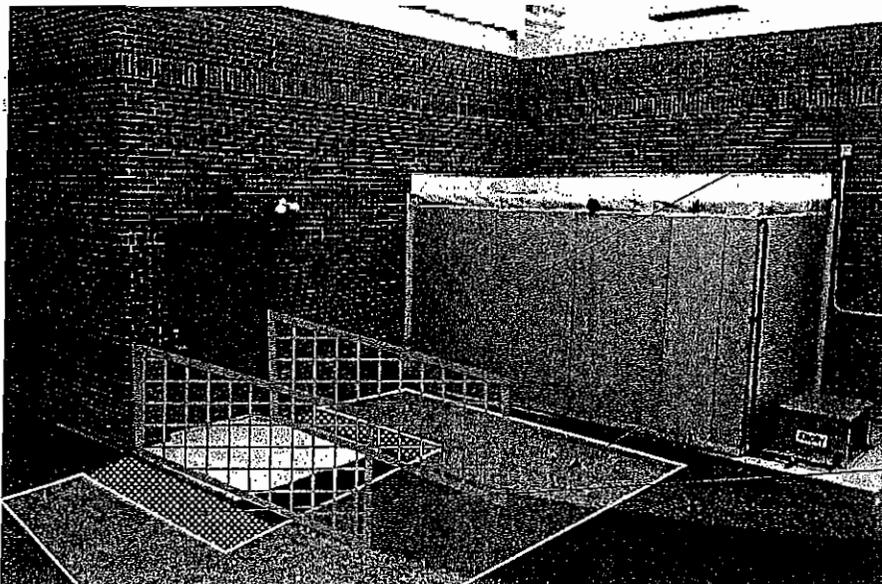
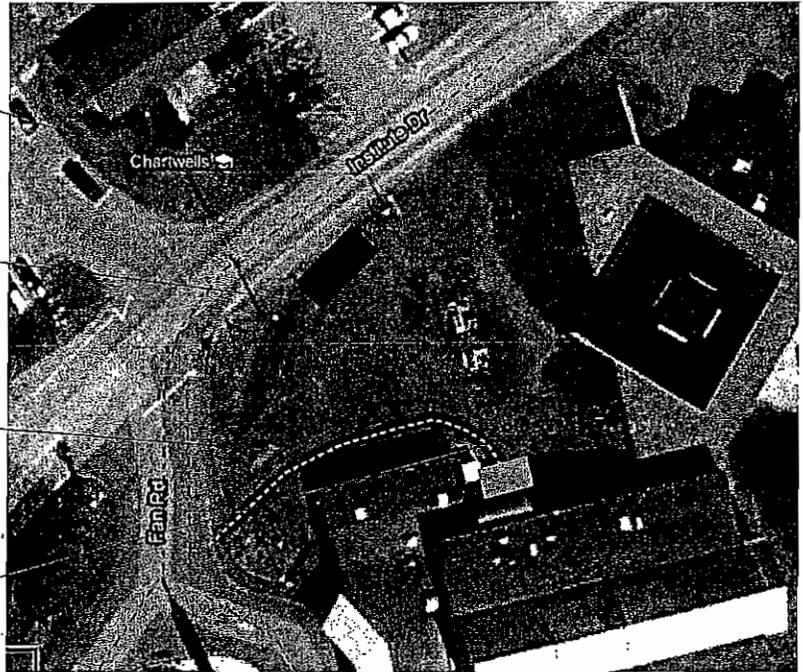
Site Logistics Plan

Deliveries made by truck will follow established street routes only and will be coordinated with the discovery center schedule to ensure no conflicts occur

Truck will be required to remove excavated soil (1 day only)

Trades access to the construction area will follow the established walkway and will not damage surrounding grass or landscaping

Construction debris and equipment will be stockpiled in a central, protected location and removed from site daily



Snow fence to establish a control access zone. Can be set up for complete separation or can maintain emergency egress if required

Sheets of plywood will be placed over grass and walkway to prevent damage to surrounding areas

Excavated and working areas will be closed of or covered as required until project is complete