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# New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

September 24, 2013

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

### Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with North Country Recycling, LLC (VC #228123) of Tamworth, NH in the amount of \$11,250.00 to complete the Union Meadows Wildlife Management Areas Garage Demolition Project, effective upon Governor and Council approval through December 31, 2013. Funding is 100% federal.

Funding for this contract is available in the Wildlife Habitat Conservation account as follows:

### **03-75-75-751520-2155 Wildlife Program – Wildlife Habitat Conservation**

		<u>FY 2014</u>
020-07500-21550000-304-500841	Research and Management	\$11,250.00

### Explanation

The New Hampshire Fish and Game Department (NHFG) is owner of lands throughout the state referred to as Wildlife Management Areas (WMAs). It is NHFG's obligation to implement appropriate stewardship practices to maintain the appearance and ecological integrity of these properties for the benefit of fish and wildlife populations and the public.

NHFG purchased 121.96 acres on Marsh Road along the Branch River and Union Meadows in the Town of Wakefield in May of 2013. The parcel has more than 0.8 of a mile of frontage on the Branch River and more than three-quarters of a mile of frontage on Union Meadows, a wetland containing over 230 acres of diverse wetland habitat. The land is identified as "highest ranked habitat by condition" statewide in NH's Wildlife Action Plan. Its statewide ranking, the extensive areas of waterfowl habitat found along both the river and the large wetland, and the adjacent upland habitat made this a high priority for protection; conservation of the property has eliminated the threats of conversion to residential use along the frontage on Marsh Road and mining for extensive sand and gravel resources which if removed would have had a major impact on the lands along the river.



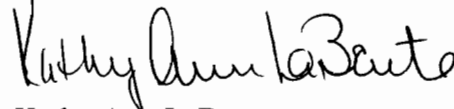
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As part of the purchase, \$18,300 of federal grant money was put aside for hazardous material abatement and demolition of the existing building. To date, \$488.50 has been spent on an asbestos and lead paint survey. The asbestos has been abated and the bill is pending. It is imperative that NHFG raze structures on WMA's as maintenance funds are not available and allowing structures to fall into disrepair create a liability for the Department.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division



## BID RESULTS

**Contractors Who Attended Project Site Visit and Submitted a Bid  
for the  
Union Meadows Wildlife Management Area  
Garage Demolition Project**

Bidder	Bid Total
North Country Recycling, LLC PO Box 151 Tamworth, NH 03886 603-323-8700	\$11,250
Alvin J. Coleman and Son, Inc. 9 NH Rte 113 Conway, NH 03818 603-447-5936	\$16,500
All-Ways Wrecking 717 Mayhew Tpke. Bridgewater, NH 03222 603-744-5090	\$17,425



Subject:

Union Meadows WMA Garage Demolition project

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name North Country Recycling LLC		1.4 Contractor Address PO Box 151, Tamworth NH 03886	
1.5 Contractor Phone Number 603-323-8700	1.6 Account Number *see below	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$11,250
1.9 Contracting Officer for State Agency Glenn Normandeau		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature <i>John Pusateri</i>		1.12 Name and Title of Contractor Signatory <i>John Pusateri President</i>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>CARROLL</u> On <u>Aug 19, 2013</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 <b>AMY M. BROWN, Notary Public</b> <b>My Commission Expires June 3, 2014</b> [Seal] <i>Amy M. Brown, Notary, State of NH</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Glen Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>9/3/13</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

Contractor Initials JMP  
Date 6/19/13



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT A**

**SCOPE OF SERVICES  
AND  
GENERAL CONDITIONS**

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**Appendices**

Attachment A: Asbestos and Lead Paint Survey Report



**Exhibit A**

**Scope of Services**

**Union Meadows Wildlife Management Area, Wakefield NH**

**DEMOLITION**

**1. GENERAL**

- 1.1. Complete demolition of garage and campsite at Union Meadows Wildlife Management Area in Wakefield, New Hampshire. This work shall consist of the demolition, removal and satisfactory disposal of buildings, including contents, foundations, above and below ground fuel storage tanks in and adjunct to buildings, decommissioning of septic systems and wells, and other obstructions pertaining thereto, as designated in the Contract.
- 1.2. Removing or breaking up, as ordered, of septic tanks; backfilling any resultant spaces, trenches, holes, or pits including dug wells and cesspools; furnishing and erecting barricades; and the final grading and cleaning up of the site shall be included under this work.

**2. DEFINITIONS**

- 2.1. Demolish – To tear down, segregate waste streams and lawfully recycle or dispose of all debris generated in the process including structure contents.

**3. SUBMITTALS**

- 3.1. Quality Control Submittals prior to commencement of on-site demolition:
  - 3.1.1. Methods of demolition and equipment proposed to demolish structures. This submittal should be sufficient to demonstrate a thorough understanding of the work to be completed and the means that will be implemented to safely complete the demolition within the Contract Time without damage to surrounding resources. NHFG will review the submittal for completeness, but will not “Approve” the means and methods.
  - 3.1.2. Waste Management Plan to indicate the types of wastes to be generated and the proposed disposal or recycling locations. Include back-up disposal facilities.
  - 3.1.3. Copies of any authorizations and permits required to perform the work, including but not limited to all local, state and federal permits required to perform work and disposal/recycling facility permits.
- 3.2. The following records and disposal documentation must be maintained and kept current throughout the project. The documents will be maintained in chronological order in a 3-ring notebook with appropriate tabbed dividers. The notebook will be reviewed for completeness at each progress meeting. Monthly pay requisitions may be rejected, in whole or in part, if documentation is not current.
  - 3.2.1. Records of the amounts/weights of waste generated, by waste type
  - 3.2.2. Evidence of lawful disposal or recycling of all wastes generated
  - 3.2.3. Copies of any analytical results generated as a result of waste stream characterization

#### 4. REGULATORY REQUIREMENTS

- 4.1. The Contractor must comply with all Federal, State, and local laws and regulations for removal, transportation, and disposal of structures and obstructions.
- 4.2. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work of this section, including all costs, fees and taxes required or levied.
- 4.3. Notify and obtain such permits or approvals from agencies having jurisdiction over demolition prior to starting work.

#### 5. CONSTRUCTION SCHEDULE

- 5.1. The construction start date begins following authorization of the contract by Governor and Council. Following start of construction, the Contractor shall complete the abatement and demolition project prior to December 31, 2013 including required inspections by local and state officials.

#### 6. PROJECT MANAGEMENT

- 6.1. Provide a full-time Project Superintendent, fluent in English, who shall serve as a direct communication among the Contractor, Subcontractors, and NHFG.
- 6.2. Require all subcontractors to provide a foreman or superintendent who is fluent in English. That individual must be on site at all times that the subcontractor is working.

#### 7. GENERAL REQUIREMENTS

- 7.1. Verify site conditions before proceeding with demolition work. Field check and inspect structures and utilities prior to start of work and notify NHFG in writing, of any hazardous conditions and/or discrepancies. Primary structures and other site features; other smaller structures, including, but not limited to, concrete walks and pads, miscellaneous signs, lamp posts, railings, and fencing may exist within the site and shall be demolished.
  - 7.1.1. Unknown Site Conditions - The information provided in the Specifications is believed accurate. Field verify all information. The Contractor bears full responsibility for obtaining all locations of underground structures, utilities and their connections.
  - 7.1.2. Interior Elements - Interior features including but not necessarily limited to structural elements, walls, partitions, equipment, piping or other building facilities must be visually inspected. Inspect and appraise all features and facilities to be demolished or removed for salvage. Investigate to assure the condition of the work to be demolished and take all precautions necessary to ensure safety of people and property.
- 7.2. Demolish the buildings, underground utilities and related appurtenances by methods that will not cause damage to surrounding property and natural resources.
- 7.3. Promptly and properly manage all debris as the demolition progresses. Construct and/or prepare material staging/stockpile areas at locations approved by NHFG.

## 8. SITE PREPARATION

- 8.1. Remove and/or stabilize all overhead hazards, prior to commencing work near any building. Where hazards cannot be stabilized, mark and control areas below hazards to prohibit access below the hazards. This shall be performed with caution tape, saw horses, safety fence or other types of barricades as determined by applicable safety codes. Similarly, all holes through the floors or weak sections of the floor shall either be covered or clearly marked to prohibit entry. Floor coverings shall be capable of supporting heavy equipment use.
- 8.2. The Contractor shall ascertain whether any water, sewer, gas, electric, cable TV, or telephone services are still connected to the building; if so, the Contractor shall disconnect and terminate all services in compliance with the requirements of the controlling municipality or company and then proceed with the demolition of the building.
- 8.3. Existing sewer laterals or septic system shall be decommissioned. Existing sewer laterals shall be disconnected and capped. The septic system shall be decommissioned by pumping out the septic tank, removing or breaking up the septic tank, removing any pipes or chambers, if in existence, aerating leach field material, and burying aerated leach field material a minimum of one foot below existing ground.
- 8.4. Existing dug wells shall be sealed in accordance with N.H. Water Well Board Administrative Rules, section We 604.04. Existing dug wells shall have the cover and well tiles removed to within two feet of the finished ground. The well shall then be backfilled with gravel free of organic matter to finished ground. The remaining two feet outside shall be filled with impervious material such as clay or hardpan.
- 8.5. The Contractor shall remove any existing pump, waterline, and miscellaneous hardware from the well. The existing pump, waterline, and miscellaneous hardware removed from the well shall become the property of the Contractor, unless otherwise noted, and shall be properly disposed of according to current State and Federal regulations. The Contractor shall notify NHFG before removing the pump.
- 8.6. Erosion control, if necessary, must be approved by NHFG.

## 9. HAZARDOUS MATERIALS

### 9.1. Asbestos

- 9.1.1. Asbestos is present and will be abated by State contract prior to demolition activities. Abatement is not included in this project.

### 9.2. Lead Paint

- 9.2.1. Lead paint is confirmed to be present on various exterior building components. (Attachment A).
- 9.2.2. A number of state, federal and local agencies regulate work which involves lead paint. This lead could present a hazard to workers and requires regulatory compliance with 29 CFR 1926.62 "Lead in Construction."
- 9.2.3. Of specific concern is the cutting of steel components using torch methods. If the Contractor intends to torch cut painted steel, lead paint must be removed from the area to be cut with a chemical stripper or other means prior to cutting. Sufficient paint must be removed from the area to prevent volatilization of lead during the heating of the steel. Other means of controlling worker exposure to lead will be acceptable provided that they are addressed in the Lead Exposure Control Plan outlined in Section 01350 and that they meet the requirements of 29 CFR 1926.62.

9.2.4. Where activities may generate leaded dust or impact a leaded surface, regulate work area so that dust migration is contained properly within the regulated area. Once the work is complete, properly clean up and dispose of leaded dust and materials.

### 9.3. Oil and Hazardous Material Contamination

9.3.1. There is no known soil contamination at the site. However, contaminated soil may be encountered during excavation. In the event that contaminated soil is encountered, immediately notify NHFG and handle such material in accordance with applicable local, state and federal rules and regulations.

### 9.4. Removal of Underground Storage Fuel Tanks and Hazardous Materials.

9.4.1. There are no known underground storage tanks on site. However, in the event that an underground storage tank is encountered, immediately notify NHFG and handle according to the regulations that may affect the removal operations relative to contaminated soil identification, removal, and disposal; tank removal, transportation, and disposal; and site safety as follows:

National Fire Safety Code, Chapter 30, Appendix B  
New Hampshire Hazardous Waste Rules He-P 1905  
Water Supply WS 411  
US Laws 49CFR 173.29 and 40CFR part 280

## 10. DEMOLITION

### 10.1. Buildings

- 10.1.1. Completely demolish all buildings at the Union Meadows Wildlife Management Area and clean up debris from a former cabin site.
- 10.1.2. Barricade work area as necessary to protect workers and general public from falling debris. The Contractor shall protect all openings resulting from demolition or removal by use of barricades as necessary for the protection and safety of the public.
- 10.1.3. Do not leave unstable structures unattended. Plan the workday so that all structures are stable at the end of each work day.
- 10.1.4. Segregate various building materials to facilitate recycling of salvageable materials and to facilitate crushing and reuse of asphalt, brick and concrete.

### 10.2. Miscellaneous Site Structures and Features

- 10.2.1. Concrete Slabs – Demolish all concrete slabs including patios, aprons, steps, and parking pads and associated foundation walls (if any).
- 10.2.2. Fences and Other Structures – Demolish all fences, play structures, clotheslines, garages, barns and sheds.
- 10.2.3. Trees – Trees are an important resource and shall be treated as such. Unless specifically noted to be demolished, protect all trees and obtain approval of NHFG prior to removing or pruning any other trees.

## 11. DISPOSAL

- 11.1. All materials that result from building demolition shall be disposed of by an approved method. The Contractor's attention is directed to RSA 149-M in that building demolition material is classified as solid waste and as such shall be disposed

of only in permitted sites. New Hampshire Department of Environmental Services, Division of Waste Management is the permitting agency.

- 11.2. Legally dispose of or recycle all materials from demolition as well as equipment and other materials that are within the buildings. The disposal site shall be permitted to accept the waste stream by the applicable State Agency. Perform the loading of demolition materials in a manner that prevents materials and activities from generating excessive dust and ensures minimum interference with roads, sidewalks and streets both onsite and offsite.
- 11.3. Provide evidence that the demolition materials have been received at a legal disposal, recycle, reuse or salvage location. Such proof may include truck weigh slips from an approved disposal facility or documentation of transfer of title. Transport of all materials off site shall be in accordance with applicable Department of Transportation Regulations. All materials leaving the site shall become the property of the Contractor.

## 12. SITE RESTORATION

- 12.1. Backfill foundation areas and areas from which structures were removed to match the surrounding grade.
- 12.2. Restore damaged areas of the site or neighboring areas and stabilize slopes. Provide adequate, suitable (must be approved by NHFG) stabilization to prevent erosion.
- 12.3. Loam, seed, and mulch regraded areas. Use conservation seed mix specific to the County in which the project is located.

END OF SECTION



EXHIBIT – B

PAYMENT SCHEDULE

A The Contractor's invoice is to be submitted as directed on the purchase order and in the following form:

- |                                |          |
|--------------------------------|----------|
| 1. Original Contract Sum       | \$ _____ |
| 2. Net change by change orders | \$ _____ |
| 3. Current payment due         | \$ _____ |

B The terms of payment are net 30 days from the Department's receipt of a correct and conforming invoice.

C Neither payment made to the Contractor, nor occupation, nor use of the project area by the Department shall be deemed an acceptance of any material or work, which is not in accordance with the Contract.

D The Department may withhold the whole or part of any payment to the extent necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
4. A reasonable doubt that the Contract can be completed for balance then unpaid.
5. Damage to a Subcontractor.

E When the above are satisfied, payment shall be made for amounts withheld because of them.

F No payment shall be made directly by the Department to any Subcontractor. The Department does not in any way guarantee the payment of any Subcontractor, and no Subcontractor shall rely on this contract as a guarantee of Payment.

G Federal Employer I.D. Number: \_\_\_\_\_





## **EXHIBIT C**

The New Hampshire Fish and Game Department agrees to waive the provisions of paragraph 14.1.1 reducing the amount required for insurance coverage per incident to \$1,000,000.



# 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 North Country Recycling LLC is a New Hampshire limited liability company formed on January 17, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State



North Country Recycling LLC  
P.O. Box 151  
Tamworth, New Hampshire

**LLC Certification of Authority**

I, John Pusateri (name) hereby certify that I am a (choose one: Member /  
Manager of NORTH COUNTRY RECYCLING (name of LLC), a limited  
liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that I currently occupy the position indicated and that I have full  
authority to bind the LLC.

Signed:

John Pusateri

Date:

9/4/13

State of New Hampshire, County of Carroll

On this the 4 day of September 2013, before me Amy Brown  
John Pusateri, the undersigned officer, personally appeared  
John Pusateri, known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within instrument and acknowledged that he/she executed the  
same for the purposes therein contained. In witness whereof, I hereunto set my hand and  
official seal.

Amy M. Brown, Notary

AMY M. BROWN, Notary Public  
My Commission Expires June 3, 2014





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2013

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 Chalmers Insurance Group - Ossipee Office PO Box 180 1230 Route 16 Center Ossipee NH 03814	CONTACT NAME: Caitlin Earle, ACSR, CPIA
	PHONE (A/C No. Ext): (603) 539-7444 FAX (A/C No.): (603) 539-4860
	E-MAIL ADDRESS: cearle@ChalmersInsuranceGroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nautilus Insurance Company
	INSURER B: Progressive Insurance Company 24260
	INSURER C: The Hartford Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1382911936 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NN361344	6/13/2013	6/13/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02305798-0	7/18/2013	1/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	TBD	8/29/2013	8/29/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Operations: Metal Scrap Dealers  
States in which statutory Workers Compensation coverage is provided: NH  
John Pusateri, member, has elected to be excluded from coverage.

RE: Union Meadows WMA garage demolition project for NHFG

CERTIFICATE HOLDER CANCELLATION

State of NH 17 Hazen Drive Building #2 Concord, NH 03301	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  C Earle, ACSR, CPIA/C <i>Caitlin Earle</i>

