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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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September 30, 2013

Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with The Dirt Doctors, LLC (#159480) 709 Keith Avenue, Pembroke, New Hampshire 03275, for the purpose of a water line repair/replacement at The State Military Reservation, Concord, New Hampshire for the period of Governor and Council approval through December 30, 2013.

50% General Funds, 50% Federal Funds

Funds are available in the following appropriation with the authority to adjust encumbrances, if needed and justified, through the Budget Office, Department of Administrative Services:

02-12-12-120010-2220/2240/2245 ADJUTANT GENERAL

Fiscal Year 14 10-01200-22200000-103-500225	Contracts for Op Services	\$3,000.00
Fiscal Year 14 10-01200-22400000-103-500225	Contracts for Op Services	\$6,850.00
Fiscal Year 14 10-01200-22450000-103-500225	Contracts for Op Services	\$3,000.00
Total		<u>\$12,850.00</u>

EXPLANATION

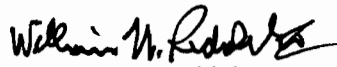
This proposed contract is to perform repairs due a damaged water valve and old piping/water lines. The valve is the main water valve that services Buildings F and L on the State Military Reservation. The work that is needed to repair this problem involves cutting up pavement, cutting into concrete floors of the State Maintenance garage and Warehouse Buildings, trenching into the city meter pit, replacing the very old piping from the valve to the street, back filling loam and reseeding the grounds. The City of Concord Water Resources Department was called to see if they were able to, or should be the ones to perform the repairs, but because the valve is on our property and belongs to the State of New Hampshire, the City is unable to perform the repairs.

The vendor, The Dirt Doctors, was identified through Requests for Quotations where three (3) local vendors submitted quotations for this work. The Dirt Doctors submitted the lowest cost proposal of all three (3) quotes received.

The Federal Funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



William N. Reddel, III
Major General, NH National Guard
The Adjutant General

Subject: Water Main Leak SMR Parking Lot North of Building F 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>The Adjutant General Department</u>		1.2 State Agency Address <u>One Minute Man Way Concord NH 03301</u>	
1.3 Contractor Name <u>The Dirt Doctors</u>		1.4 Contractor Address <u>709 Keith Avenue Pembroke NH 03275</u>	
1.5 Contractor Phone Number <u>603-229-3200</u>	1.6 Account Number <u>2240-103,2245-103,2220-103</u>	1.7 Completion Date <u>12-30-2013</u>	1.8 Price Limitation <u>\$12,850.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie Milender</u>		1.10 State Agency Telephone Number <u>603-225-1361</u>	
1.11 Contractor Signature <u><i>[Signature]</i></u> <u>Keith Anastasy, manager</u>		1.12 Name and Title of Contractor Signatory <u>Keith Anastasy, Mgr.</u>	
1.13 Acknowledgement. State of <u>N.H.</u> , County of <u>Merrimack</u> On <u>Sept. 16, 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 [Seal] <u><i>[Signature]</i></u>		CHRISTINA M. THERIAULT, Notary Public My Commission Expires May 12, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Christina M. Theriault</u>			
1.14 State Agency Signature <u><i>[Signature]</i></u>		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator</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: <u><i>[Signature]</i></u> On: <u>10/17/13</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

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.

**TATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

P37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

SUBJECT: Water Main Leak SMR Parking Lot North of building F, State Military Reservation Concord, New Hampshire

The water valve that services building F & L is leaking. Water is collecting in the parking lot on the north side of building F.

GENERAL

The Contractor will provide all labor, materials, equipment, supplies, permits, traffic control, and transportation as needed to shut off branch line at 12" water main from city at the street location. This will also require coordination between the contractor the City of Concord Water Works, Kevin Demers Cell 603-608-9912, Concord Fire Department, City of Concord Police Department, and Dig Safe.

Contractor responsibilities will be:

Contractor will dig down to access sprinkler water main before sprinkler curb stop behind Building F and L (east side)

Contractor will dig trench 4' below grade to building F and L in the area of sprinkler drain lines.

Contractor will dig under 4' frost wall.

Contractor will saw cut concrete floor inside building F and L at sprinkler line location.

Contractor will dig out pit inside buildings F and L.

Contractor will have to wait while State Maintenance and EJ Prescott install water tap and piping.

Contractor will call call Dig Safe

Contractor will obtain City of Concord permits for road opening, excavation, and inspection fees.

Contractor will back fill with appropriate sand around water line installed by State Maintenance. Back fill compact, loam and seed at trench locations building F and L.

Contractor will sleeve water line through floor, back fill inside building F and L compact, pour 6 inches of 4000 pound concrete, brush finish.

Contractor will be Responsible to provide traffic control and proper signage during excavating of Airport Rd.

Contractor will saw cut pavement at 12 inch water line west side of Airport Rd. Locate branch water line, cap and bury. Back fill, compact and pave opening in Airport Rd.

Contractor will dig up meter pit, remove meter and return to city East Side of Airport Rd next to SMR fence. Remove meter pit backfill compact gravel loam and seed.

Contractor will dispose of any waste in accordance with State and Federal guidelines.

Other responsibilities in concurrent with Contractor:

E.J. Prescott will install water tap and corporation on main before sprinkler main curb stop at building F and L.

State Maintenance will install curb stop after water tap and corporation is installed by EJ Prescott.

State Maintenance will run 1.5" type K soft copper in trench under frost wall and up into building F and L.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

P37 AGREEMENT

EXHIBIT B: CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Water Main Leak SMR Parking Lot North Of Building F, State Military Reservation, Concord, New Hampshire

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$12,850.00 in accordance with the Exhibit A Scope of Services.

This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 15 days after receipt of a proper invoice.

Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the contractor to:
The Adjutant General's Department
Business Administration
4 Pembroke Road
Concord, NH 03301

Terms of Payment

The Adjutant General's Department will pay the contractor the noted above after the work performed is accepted as complete by The Adjutant General's Department.

For BA Use: Form P-37 page 1, Section 1.6

There are two buildings, F & L, site work on the SMR, and on Airport Rd Concord, NH. Three funding source will be used:

Building F 2220-103 \$3,000.00

Building L 2245-103 \$3,000.00

*Grounds work in the street and on base
(work on Airport Rd and Behind Buildings F & L)* 2240-103 \$6,850.00

Total Cost: \$12,850.00

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Water Main Leak SMR parking Lot North of Building F

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL. Sub-part 7.2:** Delete the period at the end of the provision and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include, invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

5. **ADD the following as Special Provisions:**

A. NONDISCRIMINATION: The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. LOBBYING: a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

C. DRUG FREE WORK PLACE: a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. ENVIRONMENTAL STANDARDS: a. The Grantee covenants and agrees that its performance under *this Agreement* shall comply with:

(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318),

that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;

(3) The Resources Conservation and Recovery Act (RCRA);

(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);

(5) The National Environmental Policy Act (NEPA);

(6) The *Resources Conservation and Recovery Act (RCRA)*;

(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;

(8) To identify *any* impact this award *may have on the* quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of *the* human *environment*, and provide help *the agency may need to* comply with *the* National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451-, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help *the agency may need to* comply with *the Coastal Barriers Resource Act* (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground *sources of* drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

E. DEBARMENT AND SUSPENSION: a. Contractor/Vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. HATCH ACT: The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. EQUAL EMPLOYMENT OPPORTUNITY: *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. COPELAND "ANTI-KICKBACK" ACT: The Contractor/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

I. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. USE OF UNITED STATES FLAG CARRIERS: The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981,

amendment to Comptroller General Decision B138942. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

K. NATIONAL HISTORIC PRESERVATION: *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)* The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. BUY AMERICAN ACT: The recipient agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. RELOCATION AND REAL PROPERTY ACQUISITION:
The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$1,000,000.00 per occurrence;

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Federal Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations.

The significant environmental aspects are listed below:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:

(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:

(To be discussed at the Kickoff meeting)

Contact Information:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

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 Dirt Doctors, LLC is a New Hampshire limited liability company formed on June 27, 2002. 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 17th day of September, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Keith Anastasy, the Corporate Secretary of The Dirt Doctors, LLC

do hereby certify that Keith Anastasy, Manager, holds the position of
(Typed Name of Officer/Agent Signing Amendment)

Manager, in this corporation. I further certify that the following resolutions were duly adopted at a meeting of the Board of Directors of this Corporation duly held on the 16th day of September 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Adjutant General's Department, for the provision of providing site work for water main leak SMP Repair Lot North of Building F.

RESOLVED: That the Manager (Position of the Signing Officer) is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of 16th of Sept., 2013, and that Keith Anastasy and Keith Anastasy are duly elected President and Secretary of this Corporation.

ATTEST: [Signature]
Corporate Secretary

State of N.H.

County of Merrimack

The foregoing instrument was acknowledged before me this 16th day of September, 2013.

By Christina M. Theriault

(SEAL)

NAME: Christina Theriault
TITLE: Notary Public/Justice of the Peace
Commission Expires: _____

CHRISTINA M. THERIAULT, Notary Public
My Commission Expires May 12, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2013

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).

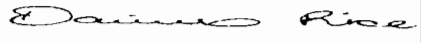
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Danielle Rice PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: drice@rowleyagency.com	FAX (A/C No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED The Dirt Doctors, LLC 709 Keith Avenue Pembroke NH 03275	INSURER A: Union Insurance Company NAIC # 25844	
	INSURER B: Acadia Insurance Company	
	INSURER C: Acadia Ins. Co. 31325	
	INSURER D:	
	INSURER E:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			CPA0360550-13	9/28/2013	9/28/2014	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAA0360529-13	9/28/2013	9/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUA0365487-13	9/28/2013	9/28/2014	EACH OCCURRENCE \$			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0360552-13 3A States: NH, MA Excluded: Keith Anastasy	9/28/2013	9/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			
A	Leased/Rented Equipment			CPA0360550-13	9/28/2013	9/28/2014	Limit \$500,000			

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.

CERTIFICATE HOLDER paul.annis.nfg@mail.mil State of NH The Adjutant General's Department Attn: Paul Annis, State Maintenance 1 Minuteman Way 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 Danielle Rice/DJR 
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THE DIRT DOCTORS

709 KEITH AVENUE PEMBROKE, NH 03275

PHONE (603) 229-3200

FAX (603) 225-2717

9/11/13

EXHIBIT A

STATE OF NH- ADJUTANT GENERAL'S DEPT.

Attn: John Garrett

4 Pembroke Road

CONCORD NH 03301

Work: 227-1430

Cell: 231-0078

E-mail: john.garrett@nsg@mail.mil

RE: Waterline install, taps & disconnects

John,

Please find below a quote for required permits, various water line installations, taps, meter pit and termination as discussed during our walk through today.

SCOPE OF WORK

- Obtain Dig Safe #
- Obtain city permits as required for road opening, excavation, inspection fees
- Traffic control and sign package
- Saw cut (2) openings in existing floor, asphalt saw cutting for ramp 13'X12', and saw cutting on Airport road.
- Excavate and locate existing water main. (*Tap by others*) Excavate 2 trenches for water line runs to buildings F and L.
- Dig inside buildings under 4' frost walls to bring water lines into building as discussed. Install backfill materials(gravel), compact and pour 6" of 4000 P.S.I. concrete and broom finish.
- Cut and cap water service on other side of Airport Road.
- Remove meter from pit and fill with gravel to city specifications.
- Pave 13'X12' ramp. And airport road as required.
- Loam and seed disturbed areas.

Total for above specified work

\$12,850

Exclusions:

Water tap, water lines & fittings

Wire mesh

Unforeseen or unmarked utilities and electrical


Demolition fees and or application for demo permit

Site work or other work outside the above scope of work

City details

Please contact me if you have any further questions.

Sincerely,


Keith Anastasy, Manager

The Dirt Doctors

QUOTE



**GREENE & RUSSELL, INC.
P. O. BOX 987
CONCORD, NH 03302
603-224-4114
FAX 224-6114**

FROM: SMITH G. WELDON

DATE: 09-10-13

**TO: STATE OF NH: ADJUTANT GENERAL
ATTN: JOHN GARRETT**

RE: WATERLINE INSTALLATION OFF AIRPORT ROAD, CONCORD, NH

=====

Labor, Materials and Equipment to furnish and install new water services to Buildings F & L.

Work to included all excavation, pipe materials to City standards, pavement replacement/repair, demo of existing, concrete repair for building floor, & loam and seed all disturbed lawn areas.

Not included: Taps, slab reinforcement, demo fees, City fees/impact costs, bond for street work, flaggers/traffic control costs or hazardous materials encountered in the excavation.

**Total Price: \$13,100.00 Net 10 days, no retainage
25% down, 50% upon successful testing, balance upon completion**

9/11/13

Attn: John Garrett
4 Pembroke Road
CONCORD NH 03301
Work: 227-1430

Waterline excavation

Scope of work:

Disconnect water line on Airport rd. and traffic detail

Remove and fill in meter pit.

Dig for water main and trench for lines into two buildings

Jack hammer floor in building and dig to bring water connection into building. Back fill and pour 4" of concrete.

Seed areas as needed.

QUOTE: \$14,700

Items excluded from Quote:

1. All permits and fees
2. Police detail if required
3. Ledge
4. Water taps and water lines & concrete and gravels included)

Please contact me if you have any further questions.

Sincerely,



David Dejohn

Printed Name: David DeJohn