



New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

July 20, 2018

His Excellency, Governor Christopher T. Sununu
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 Michael Hansen Construction Ltd., (Vendor # 162449), New London, NH, to remove the existing degraded stream crossing and replace it with a bridge span on Knight Meadow Road at Knight Meadow Marsh Wildlife Management Area, Webster N.H. in an amount not to exceed \$199,865.00, effective upon Governor and Executive Council approval, through November 30, 2018. Funding is 75% federal, 25% Wildlife Habitat Account.

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

020-07500-21550000-304-500841 Research and Management

FY19
\$199,865.00

EXPLANATION

The New Hampshire Fish and Game Department (NHFGD) is owner of lands throughout the state referred to as Wildlife Management Areas (WMAs). It is NHFGD's obligation to keep and maintain in good order the infrastructure of these properties for its management and to provide public access. Selection of Hansen Construction Ltd. for construction under this contract was by RFB request posted on the Administrative Services website, and then a sealed bid opening conducted at Fish and Game Headquarters on 6/21/2018. Services for this project require a qualified engineer. Horizons Engineering, Inc. was contracted to engineer the plans (G&C item #35, 9/7/16) and will oversee and monitor the construction of the work under this contract.

This work on Knight Meadow Brook at Knight Meadow Road provides the public access to Knight Meadow WMA. This work will end the perennial flooding caused by the current undersized drainage structure and eliminate the annual erosion of the road downstream. In addition it will restore the original stream channel filled during the construction of the current stream crossing.

Respectfully submitted,

Kathy Ann LaBonte
Chief, Business Division

Glenn Normandeau
Executive Director

NH FISH & GAME
 KNIGHT'S MEADOW BROOK CROSSING REPLACEMENT - WEBSTER, NH
 CERTIFIED BID TAB
 BIDS OPENED June 21, 2018



Bid Item	Description	Units	Michael Hansen Construction Ltd.	
			Unit Price	Price
1	General Conditions, Mobilization, Removal of Existing Culverts and surr Gravel, Miscellaneous Cut and Fill, Excavation Dewatering, Stream Dive project	LS	\$152,000.00	\$152,000.00
2	Pre-fabricated modular steel bridge, nominally 15'X42', by ADM Weldir	LS	\$35,865.00	\$35,865.00
				\$187,865.00

Bid Item	Description	Units	Michael Hansen Construction Ltd.	
			Unit Price	Price
AA1	Removal of Gravel Deposits, Disposal of excavated materials, Erosion a	LS	\$12,000.00	\$12,000.00
				\$12,000.00

Certified By: *William J. [Signature]*


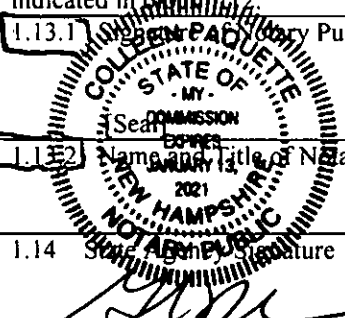
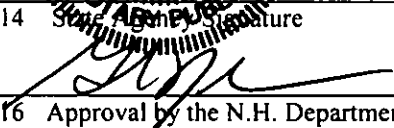
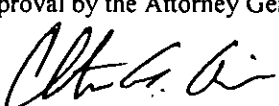
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Michael Hansen Construction Ltd.		1.4 Contractor Address 1252 County Road, New London, NH 03257	
1.5 Contractor Phone Number 603-491-5295	1.6 Account Number 21550000-304-500841	1.7 Completion Date November 30, 2018	1.8 Price Limitation \$199,865.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael C Hansen, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/19/18</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 Name and Title of Notary Public or Justice of the Peace  Colleen Paquette			
1.13.2 Name and Title of Notary or Justice of the Peace Colleen Paquette			
1.14 State Agency Signature  Date: <u>7/23/2018</u>		1.15 Name and Title of State Agency Signatory Glenn 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) (if applicable) By:  On: <u>7/24/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials MPH
Date 7/9/18

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials MAH
Date 7/9/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor-Initials MCAT
Date 4/9/16

Exhibit A

Scope of Work:

The Project consists of rehabilitation of the Knight's Meadow Brook crossing, including the removal of the existing culverts and fill, construction of cast-in-place concrete abutments, installation of an ADM 15' x 42' pre-fabricated steel bridge, placement of stream simulation material, grade adjustments to Knight's Meadow Road and an adjacent driveway, and surface restorations. An Additive Alternate is included for the removal of gravel roadway material from the stream and surrounding lands. The steel bridge shall be installed by a contractor on the current NHDOT prequalified list for bridge construction.

Complete detail of the contract and construction requirements for this project are documented in the 340 page – *“Contract Documents and Technical Specifications- Knight Meadow Brook Crossing Replacement, New Hampshire Fish and Game Department, Webster, New Hampshire”* **manual by Horizons Engineering and approved by Chris Aslin Esq., NH Attorney's General Office.**

Note: Work for this contract will be under the supervision of Horizons Engineering Inc., contracted Designer and Field Engineer by Fish and Game Department for the project.

Exhibit B

Payment:

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract and approval of Engineer. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract;

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

Final Payment

The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment. At that point, payment becomes due thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor. Contract is in force upon **Governor and Executive Council approval through 11/30/2018.**

Contractor Initials MPH
Date 4/20/18

Exhibit C

Special Conditions

Completion time for the project will be calculated from the date specified in the Notice to Proceed as follows: **100** calendar days for Substantial Completion and **120** calendar days for Final Completion.

Liquidated Damages will be in the amount of **\$500** for each calendar day of delay from the date established for Substantial Completion and **\$1000** for each calendar day of delay from the date established for Final Completion. Bid was accompanied by a bid security in the amount of **5%** of the **Base Bid Price**.

***Note: Upon approval by Governor and Executive Council, the Successful Bidder is required to furnish 100% Performance and Payment Bonds and will be required to execute the Agreement within 10 days.**

This contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the "Contractor". NH Fish & Game intends for the contractor to perform the work in the Scope of Work of this contract in a consistent and timely manner.

Federal Information and Compliances

This contract is supported in part with Federal grant funds from the Department of the Interior, United States Fish and Wildlife Service – Wildlife and Sport Fish Restoration Program. Through execution of this agreement the contractor agrees to comply with all federal regulations and requirements, as applicable.

The following supplements modify, change, delete, or add to the General Terms and Conditions. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

A. EQUAL EMPLOYMENT OPPORTUNITY

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor Initials

Date

MCH
7/20/18

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. WAGE RATES / DAVIS-BACON ACT

Davis-Bacon wage rates and requirements do not apply to this project.

Contractor initials MLH
Date 7/20/18

C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

D. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

As required by 31 USC 1352 and implemented by Department of Interior regulation (43 CFR 18 New Restrictions on Lobbying) contractors and any sub-contractors that apply or bid for an award exceeding \$100,000 shall file the required certification, and disclosure if applicable. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose if required, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal contract, grant or other covered award. Such disclosures shall be made with a completed "Disclosure of Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor Initials

Date

MPH
7/20/18

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251-1387)

The contractor and sub-contractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Contractor Initials *MEL*
Date *7/20/16*

State of New Hampshire

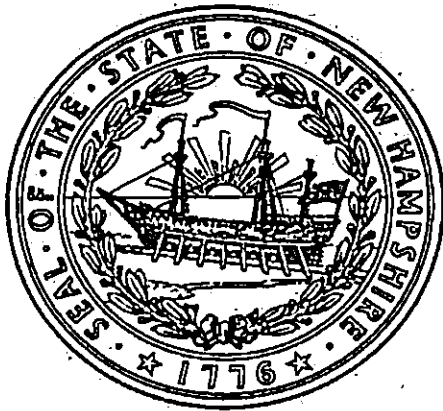
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MICHAEL HANSEN CONSTRUCTION, LTD. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 29, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 276842

Certificate Number : 0004130635



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July A.D. 2018.

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

William M. Gardner
Secretary of State

Michael Hansen Construction, LTD

I, Michael C. Hansen, hereby certify that I am duly elected sole director of Michael Hansen Construction Ltd.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on 14th day of April, 2001, at which a quorum of the Board was present and voting.

VOTED:

That Michael C. Hansen as sole director is duly authorized to execute any documents which may be in his judgment desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 17, 2018, and that Michael C. Hansen is the duly elected sole director of this corporation.

Date: 6.21.18

Attest:



Secretary:





MICHHAN-02

SLAVALLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

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 have ADDITIONAL INSURED provisions or 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 Colby Insurance Group, Inc. 276 Newport Rd Suite 211 New London, NH 03257	CONTACT NAME: PHONE (A/C, No, Ext): (603) 526-2451		FAX (A/C, No): (603) 526-2903
	E-MAIL ADDRESS: insure@colby-group.com		
INSURED Michael Hansen Construction Ltd 1252 County Road New London, NH 03257	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Insurance Company		
	INSURER B: MMG Insurance Company		15997
	INSURER C: Evanston Insurance Company		
	INSURER D: Great Falls Insurance Company		
	INSURER E: Homeland Insurance		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CA000016349-07	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA10622393	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XOBW7575818	03/26/2018	03/26/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	01-0000117039-00	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			793-00-67-49-0000	08/07/2017	08/07/2018	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Michael Hansen is an excluded officer under the workers compensation policy.

NH Fish & Game Department and Horizons Engineering are additional insured's with regard to the above where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

NH Fish & Game Department
 11 Hazen Drive
 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

CB SPA

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND NUMBER: MHC062118

KNOW ALL MEN BY THESE PRESENTS, that we
MICHAEL HANSEN CONSTRUCTION, LTD.
1252 COUNTY ROAD NEW LONDON, NH 03257

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
EMPLOYERS MUTUAL CASUALTY COMPANY
PO BOX 712 DES MOINES, IA 50306-3498

a corporation duly organized under the laws of the State of IA, as Surety, hereinafter called the Surety, are held and firmly
bound unto NH FISH & GAME DEPARTMENT
17 HAZEN DRIVE CONCORD, NH 03301-8503

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BID Dollars (5%), for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Knights Meadow Road, Webster, NH - Knights Meadow
Brook Crossing Replacement

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 21st day of June, 2018.

[Signature of Witness]

(Witness)

MICHAEL HANSEN CONSTRUCTION, LTD.
(Principal) (Seal)

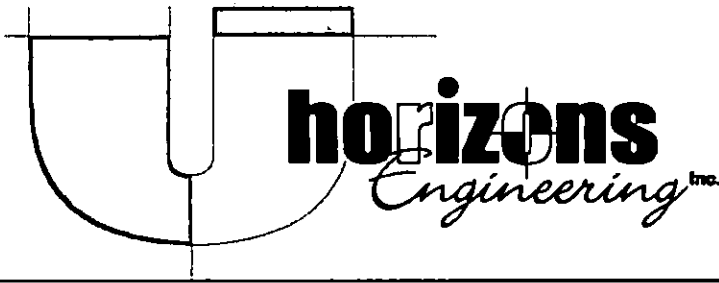
[Signature of Michael Hansen]
(Title) PRESIDENT

[Signature of Witness]

(Witness)

EMPLOYERS MUTUAL CASUALTY COMPANY
(Surety) (Seal)

[Signature of Nicki A. Runzi]
(Title) NICKI A. RUNZI, ATTORNEY-IN-FACT



PO BOX 1825, 176 NEWPORT ROAD • NEW LONDON, NH 03257 • PHONE 603-877-0116 • FAX 603-526-4285 • www.horizonsengineering.com

Project No. 17854
June 27, 2018

Mr. Brian Lemire
New Hampshire Fish and Game Department
11 Hazen Drive
Concord NH 03301

Subject: Knight's Meadow Marsh Brook Crossing Replacement Bid Tabulation

Dear Mr. Lemire,

Enclosed please find a copy of the bid tabulation for bids received on June 21, 2018 for the Knight's Meadow Marsh Brook Crossing Replacement in Webster, NH. One bid was received for the project. The bid received was Michael Hansen Construction with a Base Bid of \$187,865 and an Additive Alternative – (Removal of Gravel Deposits, sheet C201) bid of \$12,000. The total lump sum amount bid for the Base Bid and Additive Alternative totals \$199,865. We have confirmed that Hansen Construction is on the NHDOT pre-qualified bridge contractor list.

We recommend you award the contract to Michael Hansen Construction. We will prepare contract documents for signatures. We will retain bid bonds for the bidder, pending contract award. Please feel free to contact me if you have any questions or if you need any additional information.

Sincerely,

Will Davis, PE, LEED AP
Regional Office Manager
Horizons Engineering, Inc.

Enclosures

U:\17854 NHFG - Knight's Meadow Construction\CONT-ADMIN\Bidding\Knight's Meadow Bid Tab Cover Letter.docx

34 School Street
Littleton, NH 03561
Ph: 603-444-4111
Fax: 603-444-1343

176 Newport Rd., PO Box 1825
New London, NH 03257
Ph. 603-877-0116
Fax: 603-526-4285

17 Sunset Terrace
Newport, VT 05855
Ph.: 802-334-6434
Fax: 802-334-5602

8836 Pomfret Road, PO Box 248
North Pomfret, VT 05053
Ph: 802-457-3151

www.horizonsengineering.com

- 5.04 Bidder should multiply the unit bid price by the bid quantity to obtain the total item bid price.
- 5.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID (Includes all work shown in the plans, with the exception of items clearly marked as Additive Alternate 1)

Item No.	Brief Description - Unit or Lump Sum Price (both words and numbers)	Quantity and Units	Item Price
1.	General Conditions, Mobilization, Removal of Existing Culverts and surrounding Roadway Fill in channel, Stone Fill, Stream Simulation Material, Cast-in-Place bridge abutments, Assembly and Installation of Item 2, Bank Run and Crushed Gravel, Miscellaneous Cut and Fill, Excavation Dewatering, Stream Diversion, Erosion and Turbidity Control, Traffic Control, Restoration of Surfaces and Growth, other incidental costs as depicted on the plans and required to complete the project ; Per Lump Sum: <u>ONE HUNDRED FIFTY TWO THOUSAND</u> Dollars And <u>NO</u> Cents (\$ <u>152,000</u>) 1 LS \$ <u>152,000</u>		
2.	Pre-fabricated modular steel bridge, nominally 15'x42', by ADM Welding, LLC; per Lump Sum: <u>Thirty five thousand, eight hundred sixty five</u> Dollars And <u>zero</u> Cents (<u>\$35,865.00</u>) 1 LS <u>\$35,865.00</u>		

BASE BID TOTAL BID AMOUNT \$ 187,865

ONE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FIVE DOLLARS
 Total of Lump Sum and Unit Price Bid Amounts = Total Base Bid Price in Words AND NO CENTS

Bidder acknowledges that each Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

NOTE: AWARD SHALL BE TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST RESPONSIVE BID FOR THE BASE BID ONLY.

ADDITIVE ALTERNATE 1 (Removal of Gravel Deposits, Sheet C201)

 Item Brief Description - Unit or Lump Quantity Item
 No. Sum Price (both words and numbers) and Units Price

AA1. Removal of Gravel Deposits, Disposal of excavated materials, Erosion and Turbidity Controls, Restoration of Surfaces and Growth; Per Lump Sum:

Twelve Thousand Dollars
 And NO Cents (\$ 12,000 -) 1 LS \$ 12,000 -

ONE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED SIXTY FIVE DOLLARS .
 Lump Sum Bid Amount = Additive Alternate Bid Price in Words

Bidder acknowledges that each Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors; N.A.
 - C. List of Proposed Suppliers; ADM. WELDING
 - D. List of Project References; SEE ATTACHED SHEET
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Bidder Qualification Statement with supporting data; and

ARTICLE 9 - BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

MICHAEL HANSEN CONSTRUCTION LTD.

By:
[Signature]

[Signature]

[Printed name]

MICHAEL C HANSEN

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Signature]

[Printed name]

HEATHER H HANSEN

Title:

FINANCIAL OFFICER

Submittal Date:

June 21, 2018

Address for giving notices:

1252 County Rd

New London, NH 03257

Telephone Number:

603-491-5295

Fax Number:

603-526-4205

Contact Name and e-mail address:

HANSENbridge@tds.net

Bidder's License No.:

(where applicable)

END OF SECTION

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

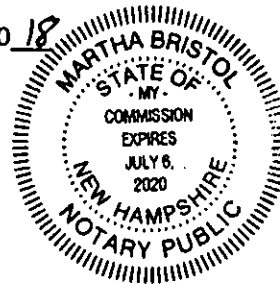
NAME OF ORGANIZATION: MKNIGHT HANSEN CONSTRUCTION LTD.
BY: [Signature]
TITLE: President
DATED: 6/21/18

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 21 DAY OF June, 2018

Martha J. Bristol
NOTARY PUBLIC - STATE OF New Hampshire
MY COMMISSION EXPIRES: July 6, 2020



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.