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New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

November 2, 2015

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

Requested Action

Authorize the New Hampshire Fish and Game Department, pursuant to RSA 21-I:80,I(b), to enter into a contract with Maritime Construction and Engineering, LLC, Cape Neddick, ME 03902 (Vendor Code #269510) in the amount of \$248,000.00 for the Great Bay Discovery Center Boardwalk Reconstruction from Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2016:

	<u>FY 2016</u>
03 75 75 753020 22890000 Marine Resources Program - Estuarine Reserve	
20 07500 22890000 072 509073 Grants Federal	\$243,000.00
03 75 75 750020 80490000 Fish & Game Commission - Wildlife Heritage Fund	
20 07500 80490000 048 500226 Contractual Maintenance	\$5,000.00

Explanation

The New Hampshire Fish and Game Department is in need of reconstructing the 1300 foot boardwalk at the Great Bay Discovery Center in Greenland, New Hampshire. The existing 26 year old structure has reached its useful service life. The surface and substructure are deteriorating and becoming noticeably out of alignment. The proposed reconstructed boardwalk will be supported by helical piles and will be compliant with present Americans with Disabilities Act requirements. The contract price was negotiated with the low bidder. The difference between bid price and this contract will be paid under a separate and independent contract by the Great Bay Stewards to supply materials only. The center offers year round conservation education and recreation programs for schools and the general public. Maintenance of the facility in good working condition is essential for employee and public comfort and safety, and promotion of a positive image to the public.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

New Hampshire Fish & Game Department

Bid Page

The following bidders submitted bids for the Great Bay Discovery Center Boardwalk Reconstruction as summarized below:

Solid Earth Technologies 3 Howe Drive, Unit 3 Amherst, NH 03031 1-877-389-7822	\$345,625.00
The Riverside Companies 195 West Rd Portsmouth, NH 03801 603-427-2824	\$692,955.00
Signature Bridge, Inc. 8810 Tyler Boulevard Mentor, OH 44060 440-250-8422	\$441,986.92
Careno Construction 270 West Road, Suite 4 Portsmouth, NH 03801 P: 603-436-1006	\$394,000.00
Maritime Construction and Engineering, LLC 49 Pine Hill Road Cape Neddick, ME 03902 207-439-9831	\$335,000.00

The following plan holders did not submit bids:

Helical Drilling 639 Granite Street Braintree, MA 02184 781-848-2110	Caulfield Associates 243 Harvey Avenue Doylestown, PA 18901 215-348-5565
Peter S. Jensen & Associates, LLC P. O. Box 154 Washington, VT 05675 413-441-0204	RJH Builders 22 First Street Concord, NH 03301 603-496-8246
DANBRO Distributors 1 New Hampshire Ave. Portsmouth, NH 03801 603-766-0422	Commercial Millright Services 1832 Candia Road Manchester, NH 03109 603-361-1161
Backwoods Bridges 223 Black Creek Boulevard Freeport, FL 23439 850-835-1304	Sum Co Eco Contracting 16 Front St - Ste 209 Salem, MA 01970 978-744-1515

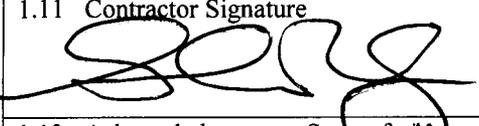
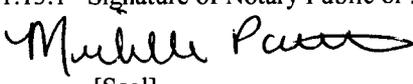
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, New Hampshire 03301	
1.3 Contractor Name Maritime Construction & Engineering, LLC		1.4 Contractor Address 49 Pine Hill Road, Cape Neddick, Maine 03902	
1.5 Contractor Phone Number (207) 439-9831	1.6 Account Number 20 07500 22890000 072 20 07500 8049 048	1.7 Completion Date June 30, 2016	1.8 Price Limitation 248,000.00
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 Shawn M. Toohey, Owner	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>York</u> On <u>Oct. 1, 2015</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]			
<p>MY COMMISSION EXPIRES December, 7 2020</p>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Patterson Notary</u>			
1.14 State Agency Signature  Date: <u>10/26/15</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>11/18/15</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 CS
Date 10/1/15

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.

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.

Exhibit A

Init  Date 10/1/15

Scope of Services

The work to be completed is as shown on the plans and specifications and summarized below.

- A. Project Background The boardwalk at the Great Bay Discovery Center needs to be replaced after over twenty years of service. The existing boardwalk will be removed, and the alignment and location of assembly areas will be staked in the field by others. The board walk is used by the Great Bay Discovery Center for educational programs for area schools, and is open to the general public. School programs are scheduled from April through September each year. The boardwalk runs through the Great Bay saltmarsh and is subject to wetland permit rules. NHFG has applied for the permit. NH Fish and Game does not have the equipment to drive helical piles and has deferred this work to be part of this separate contract.
- B. Project Specifications All materials and construction methods shall comply with the technical specifications for this contract. Methods of measurement and payment shall be paid for as described in these specifications as lump sum quantities. The allowance shall be used for unforeseen conditions or additional work outside of the contract scope.
- C. Construction
 1. Removal and Disposal of existing boardwalk: The removal and disposal of the existing boardwalk will be done by others. They may be executing the work at the start of boardwalk construction, and therefore, coordination may be required with the demolition contractor.
 2. Layout of proposed boardwalk alignment: The layout of the proposed boardwalk will be done by others. Offset stakes will mark centerline location and assembly areas.
 3. Alignment of the proposed boardwalk will not be exact and the Contractor will be given one foot latitude for the placement of helical piles and deck beams.
 4. Elevations for the boardwalk will need to be in compliance with ADA standards for walkways relative to curb placement, walkway width, slope, and height above grade.
 5. Construct new boardwalk: The Contractor will not be permitted to remove trees, and contact with the wetlands should be minimized, and limited to foot traffic only. Construction equipment permitted on site will be limited to hand held tools and hand carried mechanical or motorized tools. Construction materials may be transported on the boardwalk using small motorized equipment, such as a mower or ATV and trailer.
 6. NHFG will provide concrete slabs that may be stacked to create boardwalk abutments. The slabs are 14" x 6" x 6' and weigh approximately 550 pounds each. The contractor will be required to place slabs as shown on the plan. No excavation or deposit of material within the wetlands will be permitted except at the abutments. Excavation must be done by hand digging. *ADDENDUM 1: The New Hampshire Fish and Game Department construction staff will place the concrete slabs for the concrete abutments as shown on the plans.*
 7. Construction sequence: The Contractor should plan activities to minimize disturbance to the wetlands by pile driving equipment and foot traffic to the extent possible. Construction of the short sections of the boardwalk in advance of the next section should be considered for the delivery of construction materials by trailer or hand cart. Generators and motors should be left on constructed portions of the boardwalk when possible.

Exhibit B

Init  Date 10/1/15

Method of Payment

Method of payment will be in accordance with the Paragraph 27, Payments to Contractor, of the General Conditions:

- a. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration.
- b. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site. Immediately upon receipt of the State Approved Monthly Requisition for Payment Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors and Suppliers have clear access.
- c. Five percent (5%) of the value of the work performed on each partial estimate will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.
- d. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract, less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.

Exhibit C

Special Provisions

The following supplements modify, change, delete, or add to the General 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.

SGC-1 BONDS

A. Pursuant to RSA 447:16, Performance and Subcontractor Payment Bonds will be required for contracts over \$35,000.00, in an amount equal to at least 100 percent of the contract price. The anticipated value of this project is over \$35,000.00 therefore, a Bid Bond will also be required at the time of the Bid Opening.

Init CS Date 11/12/15

New Hampshire Fish & Game Department

Exhibit D

These supplemental provisions are required for this contract.

FEDERAL ASSISTANCE PROJECTS

This contract is funded, in part, by a grant from the Department of Commerce, National Oceanic and Atmospheric Administration. The contractor and all sub-contractors are required to comply with applicable federal regulations.

WAGE RATES

Davis Bacon wage rates will not apply to this project.

DEBARMENT AND SUSPENSION CERTIFICATION

This contract is subject to Subpart C of 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)." The contractor hereby certifies that neither it nor its principals (officers, directors, owners, or partners) is currently under debarment or suspension, or otherwise excluded from participating in federally funded transactions.

CERTIFICATION REGARDING LOBBYING

This contract, exceeding \$100,000 in federal funds, is subject to 31 U.S.C § 1352, as implemented at 15 C.F.R. Part 28, "New Restrictions on Lobbying." The contractor certifies that it has not used Federal appropriated funds to pay any person or organization to influence or attempt 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 other award covered by 31 U.S.C. 1352. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be forwarded from tier to tier by completing a "Disclosure of Lobbying Activities" (Form SF-LLL). The form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

Init CS Date 1/12/15

EQUAL EMPLOYMENT OPPORTUNITY

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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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

Init CS Date 11/12/15

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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

The contractor must comply, as applicable, with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EMPLOYEE WHISTLEBLOWER PROTECTIONS

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

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 Maritime Construction and Engineering, LLC a(n) Maine limited liability company registered to do business in New Hampshire on September 1, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of October, A.D. 2015

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

William M. Gardner
Secretary of State

Maritime

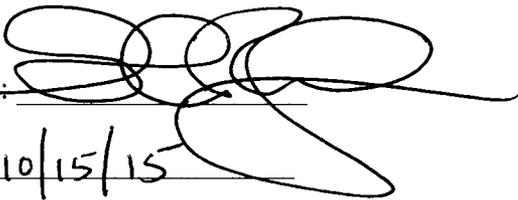
Construction and Engineering, LLC

LLC Certification of Authority

I, SHAWN M. TOOHEY (name) hereby certify that I am a (choose one: Member Manager)
of MARITIME CONSTRUCTION & ENGINEERING (name of LLC), a limited liability company
under RSA 304-C.

I certify that I am authorized to bind the LLC.

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

Signed: 

Date: 10/15/15

State of Maine, County of York

On this the 14 day of October 2015, before me Shawn M Toohay
the undersigned officer, personally appeared Shawn M Toohay, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained. In witness
whereof, I hereunto set my hand and official seal.

DEANNA L. DAVIS
Notary Public, Maine
My Commission Expires January 30, 2019


Notary Public

GBDC Boardwalk Reconstruction

August 11, 2015

PAYMENT BOND

BOND NO. BG1001476

KNOW ALL MEN BY THESE PRESENTS: that

MARITIME CONSTRUCTION AND ENGINEERING, LLC

(Name of Contractor)

49 PINE HILL ROAD, CAPE NEDDICK, ME 03902

(Address of Contractor)

is CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and BOND SAFEGUARD INSURANCE COMPANY

(Name of Surety)

12890 LEBANON ROAD, MOUNT JULIET, TN 37122

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

NEW HAMPSHIRE DEPARTMENT OF FISH & GAME

(Name of Owner)

11 HAZEN DRIVE, CONCORD, NH 03301

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of

TWO HUNDRED FORTY EIGHT THOUSAND AND 00/100 Dollars,
(\$ 248,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 23RD day of SEPTEMBER

2015, a copy of which is hereto attached and made a part hereof for the construction of:

NEW BOARDWALK RECONSTRUCTION PROJECT AT THE GREAT BAY DISCOVERY CENTER
STRATHAM, NH

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that be a subcontractor, and to any mechanic

Contract
B-2

or materialman lienholder whether it acquires its lien by operation of State or Federal Law, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the **PRINCIPAL** or its **SUBCONTRACTORS**.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the **PRINCIPAL** shall have given written notice to any two of the following: The **PRINCIPAL**, the **OWNER**, or the **SURETY** above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **PRINCIPAL**, **OWNER**, or **SURETY**, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which **PRINCIPAL** ceased work on said **CONTRACT**, it being understood, however, that if any limitation embodied in the **BOND** is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ONE (number) counterparts, each one of which shall be deemed an original, this 9TH day of OCTOBER, 2015.

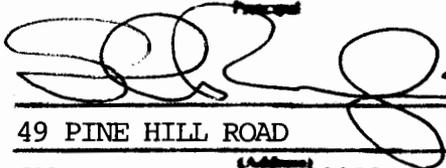
ATTEST:

By: _____
(Principal) Secretary
(SEAL)

By:  _____
Witness to Principal

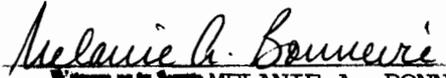
(Address)

MARITIME CONSTRUCTION AND ENGINEERING, LLC

BY  _____
Principal
49 PINE HILL ROAD
CAPE NEDDICK, ME 03902

Witness to Principal

ATTEST:

By:  _____
Witness to Surety
MELANIE A. BONNEVIE
103 PARK STREET
LEWISTON, ME 04240

(Address)

BOND SAFEGUARD INSURANCE COMPANY

BY  _____
NANCY CASTONGUAY
12890 LEBANON ROAD
MOUNT JULIET, TN 37122

Witness to Principal

**NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.**

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

PERFORMANCE BOND BOND NO. BG1001476

KNOW ALL MEN BY THESE PRESENTS: that

MARITIME CONSTRUCTION AND ENGINEERING, LLC

(Name of Contractor)

49 PINE HILL ROAD, CAPE NEDDICK, ME 03902

(Address of Contractor)

a CORPORATION, hereinafter called Principal.

(Corporation, Partnership or Individual)

and BOND SAFEGUARD INSURANCE COMPANY

(Name of Surety)

12890 LEBANON ROAD, MOUNT JULIET, TN 37122

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

NEW HAMPSHIRE DEPARTMENT OF FISH & GAME

(Name of Owner)

11 HAZEN DRIVE, CONCORD, NH 03301

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of TWO HUNDRED FORTY EIGHT THOUSAND AND 00/100 Dollars, \$ (248,000.00.)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 23RD day of SEPTEMBER 20 15, a copy of which is hereto attached and made a part hereof for the construction of:

NEW BOARDWALK RECONSTRUCTION PROJECT AT THE GREAT BAY DISCOVERY CENTER, STRATHAM, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed ONE (number) counterparts, each one of which shall be deemed an original, this 9TH day of OCTOBER, 20 15

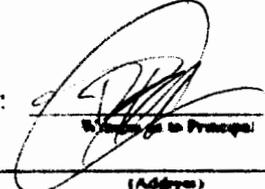
ATTEST:

MARITIME CONSTRUCTION AND ENGINEERING, LLC

By: _____
(Principal/Secretary)
(SEAL)

Principal

BY _____ SHAWN M. TOBIT
49 PINE HILL ROAD
(Address)
CAPE NEDDICK, ME 03902

By:  _____
Witness as to Principal

(Address)

BOND SAFEGUARD INSURANCE COMPANY
(Surety)

ATTEST:

By Melanie A. Bonnevie
Witness as to Surety MELANIE A. BONNEVIE
103 PARK STREET
LEWISTON, ME 04240
(Address)

BY Nancy Castonguay
Attorney-in-Fact NANCY CASTONGUAY
12890 LEBANON ROAD
(Address)
MOUNT JULIET, TN 37122

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, a South Dakota Corporation with its principal office in Sioux Falls, South Dakota, does hereby constitute and appoint: Joline L. Binette, Melanie A. Bonnevie, Nancy Castonguay, Heidi Rodzen, Robert E. Shaw its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed to by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not be revoked and the resolutions as set forth are now in force.

Signed and Sealed at Mount Juliet, Tennessee this 9TH Day of OCTOBER, 20 15



BY
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."