



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

September 18, 2014

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into an agreement with Busby Construction Co., Inc. (VC #155275) Atkinson, New Hampshire in the amount of \$289,655.00 for construction of the Maiden Lady Cove Force Main and Gabion Wall Repair effective upon Governor and Executive Council approval through June 30, 2015. 100% WRBP Funds.
2. Further authorize DES to establish a 10% contingency amount of \$28,965.50 to cover unforeseen work that may occur during construction of the Maiden Lady Cove Force Main and Gabion Wall Repair effective upon Governor and Executive Council approval through June 30, 2015. 100% WRBP Funds.

Funding for this contract is available in account as follows:

	<u>FY 2015</u>
03-44-44-442010-5426-048-500226	\$318,620.50
Dept. Environmental Services, Winnepesaukee River Basin, Replacement Fund, Contract Repairs	

EXPLANATION

This Busby Construction Co., Inc. contract will perform the construction repair of a deteriorated gabion retaining wall and dual sewer force mains located adjacent to Lake Winnepesaukee near the Weirs in Laconia, NH. DES under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment system on behalf of the ten (10) Lakes Region communities who rely upon the system. The major components of the work involve restoration of a deteriorated, sagging retaining wall and adjacent dual sewer force mains. The gabion wall (a type of retaining wall constructed of rock baskets) was constructed when the force mains were originally installed to support the bedding and cover around these sewer lines. Inspection of the force mains located immediately behind the sagging wall revealed that they are also beginning to deflect downward. Over time bedding and cover material has been lost from beneath and behind the wall, leading to the wall sagging and the accompanying settlement of the force mains. If the wall and force mains are not repaired, there is the significant possibility that further deterioration will cause the force mains to leak which would result in a sewage discharge adversely impacting the Lake and surrounding areas.

The work was publicly bid in July 2014 and advertised in The Citizen of Laconia and Union Leader newspapers. The request for bids was also posted on the State's Purchase and Property website. The bids were opened on August 13, 2014. Three Alternatives were included in the bid request to cover the most likely eventualities that might be encountered during construction due to differing subsurface site conditions and potential replacement of the sewer lines instead of just realigning and supporting the existing force mains. Exhibits A and B include more details regarding the base scope of work and the Alternatives. The basis of award was the sum of the Base Bid and Alternative 1 Bid from a responsive, responsible bidder.

There were two (2) bidders and the results of the bids were as follows.

<u>Firm</u>	<u>Basis of Award</u>	<u>Total with all 3 Alternatives</u>
Busby Construction Company, Inc. Atkinson, NH	\$231,365	\$289,655
Atom Contracting Corp. Bedford, NH	\$309,445	\$433,295

WRBP's Engineer (Wright-Pierce) reviewed the qualifications of the low bidder, Busby Construction Company, Inc. (Busby), and found them to be satisfactory and in compliance with contractual requirements. In addition, the bid included Additive Alternative Bid Items that could be included as necessary based upon the site conditions found during construction. This project has been discussed in detail with the WRBP Advisory Board. Based upon the favorable bids that were received, the WRBP Advisory Board recommended the award of the construction contract plus the three additive alternatives and 10% contingency to Busby. Based upon the recommendation by Wright-Pierce and concurrence by the WRBP Advisory Board, we request that the base bid contract plus the additive alternatives be awarded to Busby Construction Company, Inc.

Although the most likely three alternatives are included in the bid request, an amount equal to ten percent (10%) of the construction contract is requested as a contingency in the event that additional unforeseen conditions are encountered during construction of the improvements. The contingency will permit work by the contractor to continue without stopping the project and causing unnecessary delay. There is a critical construction window during the winter when the scenic railroad operating adjacent to the work area is not active, necessitating the inclusion of potential alternatives and ability to use contingent funds to complete the necessary repairs within the tight schedule instead of negotiating contract changes for additional work and possibly delaying the repairs. Execution of any Alternative or use of contingency funds must be pre-approved by the Engineer and the DES-WRBP.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

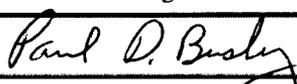
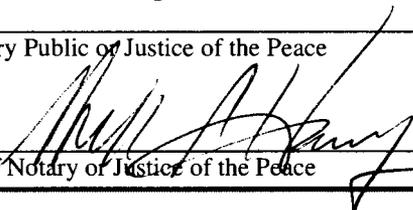
Subject: Maiden Lady Cove Force Main and Gabion Wall Repair **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">Department of Environmental Services</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">29 Hazen Drive, Concord, NH 03302</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Busby Construction Co., Inc.</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">71 NH Route 111, Atkinson, NH 03811</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">603-898-4800</span>	1.6 Account Number 03-44-44-442010 <span style="border: 1px solid black; padding: 2px;">5426-048-500226</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">June 30, 2015</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$ 318,620.50</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-3503</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">PAUL D. BUSBY, PRESIDENT</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">ROCKINGHAM</span> On <span style="border: 1px solid black; padding: 2px;">9/2/14</span> , 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] <span style="border: 1px solid black; padding: 2px;"></span>		<b>MICHAEL P. HENRY</b> Notary Public - New Hampshire My Commission Expires July 13, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">MICHAEL P. HENRY, MANAGER, BUSBY CONSTRUCTION CO., INC., NOTARY</span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <span style="border: 1px solid black; padding: 2px;"></span> On: <span style="border: 1px solid black; padding: 2px;">9-30-2014</span>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"  
THE SERVICES

Construction of the WRBP Maiden Lady Cove Force Main and Gabion Wall Repair project July 2014 as designed and specified by Wright-Pierce.

The overall scope of the **Base Project** includes the following:

- The repair of the existing dual 18-inch force mains for the Maiden Lady Cove Pump Station and the adjacent gabion wall.
- Reconstruction of the gabion wall which has deteriorated and sagged to the point that it endangers the integrity of the sewer force mains as evidenced by settlement discovered during camera inspections of the sewers.
- The historic preservation of the stone culvert façade where the force mains and gabion wall pass over a stone culvert that has some historic value.
- Maintenance of WRBP sewer operations at all times.
- Coordination with the NHDOT and railroad operator since the force mains and gabion wall are located in a NHDOT railroad right-of-way that is operated by the Plymouth-Lincoln Railroad.

**Alternate 1** is in the event that soil voids are discovered to extend into the supporting aggregates of the railroad's bearing zone during the course of construction by:

- Furnishing and installing flowable fill into any soil void which may exist in the railroad bearing zone, and
- If the Engineer determines the flowable fill is not sufficient and grout required, providing expandable grout injection to fill soil voids to the greatest extent possible.

**Alternate 2** is in the event that soil voids are discovered to extend into the supporting aggregates of the railroad's bearing zone during the course of construction AND in which the railroad has developed settlement detrimental to the operation of the Railroad or in which expandable grout injection (performed under Alternative 1) is unsuccessful or deemed inappropriate. Includes:

- Disassembly of the existing railroad tracks, ties, and stone ballast,
- Excavation of the underlying soils, and
- Furnishing and installing new structural fill aggregate to restore the railroad's soil bearing zone.
- Replacement of the railroad tracks, ties, and stone ballast will be by others (The Plymouth-Lincoln Railroad).

**Alternate 3** is in the event that the existing 18-inch force mains are discovered to be in such a deteriorated condition that they cannot be repaired through the restoration of the pipe bedding and backfill, and it is necessary to replace the existing force main piping by:

- Furnishing and installing approximately 120 linear feet of new force main piping which shall include the cutting and disposal of the existing piping.
- Maintaining existing flow, bypass pumping as needed, and any temporary piping which may be necessary to keep a minimum of one force main online and in-service at all times.

Contract Plans and Specifications July 2014 and Addendum No. 1 dated 8/6/14 are incorporated as part of Exhibit "A" by reference. The bid cover and table of contents are attached.

**BIDDING AND CONTRACT REQUIREMENTS  
AND SPECIFICATIONS**

**FOR**

**NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
WINNIPESAUKEE RIVER BASIN PROGRAM  
MAIDEN LADY COVE FORCE MAIN AND  
GABION WALL REPAIR  
LACONIA, NEW HAMPSHIRE**

**JULY 2014**



**Prepared By:**

**Wright-Pierce  
99 Main Street  
Topsham, Maine 04086**

**Phone: 207-725-8721**

**Fax: 207-729-8414**

## TABLE OF CONTENTS

### **A. BIDDING REQUIREMENTS**

Advertisement for Bids	A-1.1
Information for Bidders	A-2.1
Bid	A-3.1
Bid Bond	A-4.1

### **B. CONTRACT**

Notice of Award	B-1.1
Agreement	B-2.1
Payment Bond	B-3.1
Performance Bond	B-4.1
Notice to Proceed	B-5.1
Change Order	B-6.1
Certificate of Substantial Completion	B-7.1
Certificate of Final Completion	B-8.1
Contractor's Affidavit	B-9.1
Contractor's Release	B-10.1

### **C. GENERAL CONDITIONS**

General Conditions (State of NH)	C-1.1
Supplemental General Conditions	C-2.1

### DIVISION 1 - GENERAL REQUIREMENTS

01010B	Summary of Work
01050	Coordination
01070	Abbreviations & Symbols
01150B	Measurement and Payment
01200	Project Meetings
01310	Construction Schedules
01320	Safety and Health Plan
01340	Submittals
01380	Pre-Construction Photographs
01400	Quality Control
01500	Temporary Facilities and Controls
01515	Temporary Bypass Pumping
01562	Dust Control
01570	Traffic Regulations
01630	Substitution and Product Options

TABLE OF CONTENTS (CONT.)

<u>SECTION</u>	<u>TITLE</u>
01710	Project Cleaning
01720	Project Record Documents

DIVISION 2 - SITE WORK

02110	Clearing and Grubbing
02115	Stripping and Stockpiling Topsoil
02200	Earthwork
02225	Flowable Fill
02260	Filter Fabric
02270	Temporary Erosion Control
02271	Riprap and Stone Ditch Protection
02272	Gabions and Revet Mattress
02401	Dewatering
02430	Earth Stabilization Chemical Grouting
02441	Mulch
02485	Loaming & Seeding
02615	Ductile Iron Pipe & Fittings (Buried Applications)
02650	Buried Utility Markings
02866	Work Within Railroad Rights-Of-Way

Appendices

Appendix A	Field Studies and Recommended Corrective Measures Memo, Dated August 22, 2013
------------	---

END OF SECTION

EXHIBIT "B"  
COST PROPOSAL AND TERMS OF PAYMENT

Contract Plans and Specifications July 2014 and Addendum No. 1 dated 8/6/14 are incorporated as part of Exhibit "B" by reference.

**Attachment 1:** Busby Construction Company, Inc. Bid, including Base Bid and Alternative 1 which forms the Basis of Award and Bids submitted for Alternative 2 and 3. Note that each alternative is considered a potential addition to the scope and cost of the contract as more fully described in the specifications.

Base Bid is \$186,365.00 plus Alternative 1 is \$45,000 for a total Basis of Award of \$ 231,365.00

Alternative 2 is 49,650.00

Alternative 3 is 8,640.00

Contract Price Limitation includes:

Base Bid	\$186,365.00
Alternative 1	\$ 45,000.00
Alternative 2	\$ 49,650.00
Alternative 3	<u>\$ 8,640.00</u>
Subtotal	\$289,655.00
10% Construction Contingency	<u>\$ 28,965.50</u>
Total Contract Price Limitation	\$318,620.50

**BID**

Proposal of BUSBY CONSTRUCTION CO., INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of NEW HAMPSHIRE doing business as CORPORATION  
(Corporation, Partnership, Individual)

To the The State of New Hampshire Department of Environmental Services, Winnepesaukee River Basin Program (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of WRBP Maiden Lady Cove Force Main and Gabion Wall Repair in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

105 consecutive calendar days for substantial completion.

135 consecutive calendar days for final completion.

Liquidated damages will be in the amount of \$ 1,000.00 for each calendar day of delay from the date established for substantial completion and \$ 1,000.00 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM #1 DATED 8/6/14

---

---

---

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

A-3.2

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder. BUSBY CONSTRUCTION CO., INC.
2. Permanent Main Office address. 71 ROUTE 111  
ATKINSON, NH 03811
3. When organized? MAY 1977
4. Where incorporated? NEW HAMPSHIRE
5. Is bidder registered with the Secretary of the State to do business in New Hampshire?  
YES
6. For how many years has your firm engaged in the contracting business under its present name?  
Also state names and dates of previous firm names, if any.  
37 YEARS
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)  
PLEASE SEE ATTACHED
8. General character of work performed by your company.  
COMMERCIAL SITE WORK, UNDERGROUND UTILITY INSTALLATION, ROAD CONSTRUCTION, & BRIDGE INSTALLATION
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? \_\_\_(Yes) X(No).  
If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_(Yes) X(No).  
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? \_\_\_\_\_(Yes) X(No).  
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.  
PLEASE SEE ATTACHED
13. List your major equipment available for this contract.  
PLEASE SEE ATTACHED
14. List your key personnel such as Project Superintendent and foreman available for this contract.  
DOUGLAS ROBBINS, SUPERINTENDENT
15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):
  - a. Civil Engineering
  - b. Utility Installation
  - c. Other work - LESLIE ROBERTS, LLC, SHEET PILING INSTALLATION

16. With what banks do you conduct business? SANTANDER BANK

Do you grant the Engineer permission to contact this (these) institutions?  (Yes)  (No)

Note: Bidders may be required to furnish their latest financial statement as part of the award process.

RESPECTFULLY SUBMITTED:

*Paul D. Busby*  
Signature  
PAUL D. BUSBY  
PRESIDENT  
Title

71 ROUTE 111 ATKINSON, NH 03811  
Address  
AUGUST 13, 2014  
Date

PAUL D. BUSBY Being duly sworn, deposes and says that he is  
PRESIDENT of BUSBY CONSTRUCTION CO., INC.  
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this 13th day of AUGUST, 2014

MICHAEL P. HENRY  
Notary Public - New Hampshire  
My Commission Expires July 13, 2016

*Michael P. Henry*  
Notary Public

My commission expires \_\_\_\_\_

(Seal - If BID is by Corporation)

ATTEST: *Paul D. Busby*

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

### BID SCHEDULE

#### BASE BID

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	LS	Mobilization/Demobilization The Sum of \$ <u>Nine thousand</u> <u>dollars</u> Per Lump Sum	<u>\$ 9,000.-</u>	<u>\$ 9,000.-</u>
2	350 CY*	Common Excavation The Sum of \$ <u>Twenty</u> <sup>00</sup> <u>dollars</u> Per Cubic Yard	<u>\$ 20.00</u>	<u>\$ 7,000.00</u>
3	725 SY*	Furnish and Install Geotextile Fabric The Sum of \$ <u>Three</u> <u>dollars</u> Per Square Yard	<u>\$ 3.00</u>	<u>\$ 2,175.00</u>
4	350 CY*	Furnish and Install Crushed Stone Fill The Sum of \$ <u>Fifty</u> <u>dollars</u> Per Cubic Yard	<u>\$ 50.00</u>	<u>\$ 17,500.00</u>
5	100 LF	Furnish and Install 4-inch Perforated Drain The Sum of \$ <u>Two</u> <u>dollars</u> Per Linear Foot	<u>\$ 2.00</u>	<u>\$ 200.00</u>
6	32 LF	Furnish and Install Type I Gabion Wall The Sum of \$ <u>Four hundred</u> <u>dollars</u> Per Linear Foot	<u>\$ 400.00</u>	<u>\$ 12,800.00</u>
7	30 LF	Furnish and Install Type II Gabion Wall The Sum of \$ <u>Four hundred</u> <u>eighty dollars</u> Per Linear Foot	<u>\$ 480.00</u>	<u>\$ 14,400.00</u>
8	13 LF	Furnish and Install Type III Gabion Wall The Sum of \$ <u>Seven hundred</u> <u>eighty</u> Per Linear Foot	<u>\$ 780.00</u>	<u>\$ 10,140.00</u>
9	1 LS	Temporary Support of Existing Force Mains The Sum of \$ <u>Thirty two thousand</u> <u>dollars</u>	<u>\$ 32,000.00</u>	<u>\$ 32,000.00</u>

## A-3.5

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
Per Lump Sum				
10	120 LF	Restoration of Existing 18-inch Force Main The Sum of \$ <u>Two hundred dollars</u>	<u>\$200.00</u>	<u>\$24,000.00</u>
Per Linear Foot				
11	2 EA*	Test Pit Excavation The Sum of \$ <u>Five hundred dollars</u>	<u>\$500.00</u>	<u>\$1,000.00</u>
Per Each				
12	1 LS	Erosion and Sedimentation Control The Sum of \$ <u>Four thousand dollars</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>
Per Lump Sum				
13	50 SY*	Furnish and Install Class I Rip Rap The Sum of \$ <u>Fifty five dollars</u>	<u>\$45.00</u>	<u>\$2,250.00</u>
Per Square Yard				
14	150 SY*	Furnish and Install Loaming and Seeding The Sum of \$ <u>Thirty one dollars</u>	<u>\$31.00</u>	<u>\$4,650.00</u>
Per Square Yard				
15	\$15,000 Allowance	Railroad Flaggers The Sum of \$ <u>Fifty five thousand dollars</u>	<u>\$15,000.00</u>	<u>\$15,000.00</u>
Per Allowance				
16	\$5,000 Allowance	Railroad Inspectors The Sum of \$ <u>Five thousand dollars</u>	<u>\$5,000.00</u>	<u>\$5,000.00</u>
Per Allowance				
17	\$10,000 Allowance	Repair of Railroad by Plymouth & Lincoln Railroad The Sum of \$ <u>Ten thousand dollars</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Per Allowance				
18	500 Hours	Uniform Flaggers The Sum of \$ <u>Eighteen dollars and fifty cents</u>	<u>\$18.50</u>	<u>\$9,250.00</u>
Per Hours				

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
19	1 LS	Miscellaneous Work & Cleanup The Sum of \$ <u>Three thousand</u> <u>dollars</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
Lump Sum				
20	\$3,000 Allowance	Geotechnical Testing The Sum of \$ <u>Three thousand</u> <u>dollars</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
Per Allowance				

\* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

**TOTAL BASE BID: Total of Items 1 through 20 above.**

One hundred eighty six thousand three hundred (\$ 186,365.00 )  
Sixty five dollars (use figures)  
(use words)

**ALTERNATE 1**

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
21	20 CY	Furnish and Install Flowable Fill The Sum of \$ <u>Three hundred twenty</u> <u>five dollars</u>	<u>\$325.00</u>	<u>\$6,500.00</u>
Per Cubic Yard				
22	1 LS	Mobilization/Demobilization Grout Injection Equipment The Sum of \$ <u>Eleven thousand five</u> <u>hundred dollars</u>	<u>\$11,500.00</u>	<u>\$11,500.00</u>
Per Lump Sum				
23	3 DAYS	Furnish and Install Earth Stabilization Chemical Grout Injection The Sum of \$ <u>Four thousand</u> <u>five hundred dollars</u>	<u>\$4,500.00</u>	<u>\$13,500.00</u>
Per Day				
24	150 GAL	Furnish and Install Earth Stabilization Chemical Grout Injection, Neat Grout The Sum of \$ <u>Ninety dollars</u>	<u>\$90.00</u>	<u>\$13,500.00</u>
Per Gallon				

**TOTAL ALTERNATE 1: Total of Items 21 through 24 above.**

Forty five thousand dollars (use words)      (\$ 45,000.00 ) (use figures)

**TOTAL BASE BID: Total of BASE BID PLUS ALTERNATE 1**

Two hundred thirty one thousand three hundred sixty five dollars (use words)      (\$ 231,365.00 ) (use figures)

THE APPARENT LOW BIDDER WILL BE DETERMINED BASED UPON THE LOWEST PRICE BID FOR TOTAL BASE BID PRICE PLUS ALTERNATE 1 PRICE.

**ALTERNATE 2**

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
2	300 CY	Common Excavation The Sum of \$ <u>Twenty four dollars</u> Per Cubic Yard	\$ <u>24.00</u>	\$ <u>7,200.00</u>
3	650 SY	Furnish and Install Geotextile Fabric The Sum of \$ <u>Three dollars</u> Per Square Yard	\$ <u>3.00</u>	\$ <u>1,950.00</u>
4	250 CY	Furnish and Install Crushed Stone Fill The Sum of \$ <u>Fifty dollars</u> Per Cubic Yard	\$ <u>50.00</u>	\$ <u>12,500.00</u>
16	\$5,000 Allowance	Railroad Inspector The Sum of \$ <u>Five thousand dollars</u> Per Allowance	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
17	\$15,000 Allowance	Repair of Railroad by Plymouth & Lincoln Railroad The Sum of \$ <u>Fifteen thousand dollars</u> Per Allowance	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>

A-3.8

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
25	100 LF	Disassemble and Stockpile the Existing Railroad The Sum of \$ <u>Fifty five dollars</u> <hr/> Per Linear Foot	<sup>ADD</sup> 45.00 \$ <del>4,500.00</del>	\$ <u>4,500.00</u>
26	50 CY	Furnish and Install Structural Fill (Railroad) The Sum of \$ <u>Seventy dollars</u> <hr/> Per Cubic Yard	\$ <u>70.00</u>	\$ <u>3,500.00</u>

**TOTAL ALTERNATE 2: Total of Items 2-4, 16-17, and 25- 26 above.**

Fifty NINE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$ 49,650.00 )  
(use words) (use figures)

**ALTERNATE 3**

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
27	120 LF	Replace Existing 18-inch Force Main The Sum of \$ <u>SEVENTY TWO DOLLARS</u> <hr/> Per Linear Foot	\$ <u>72.00</u>	\$ <u>8,640.00</u>

**TOTAL ALTERNATE 3: Total of Item 27 above.**

Eight thousand six hundred forty dollars (\$ 8,640.00 )  
(use words) (use figures)

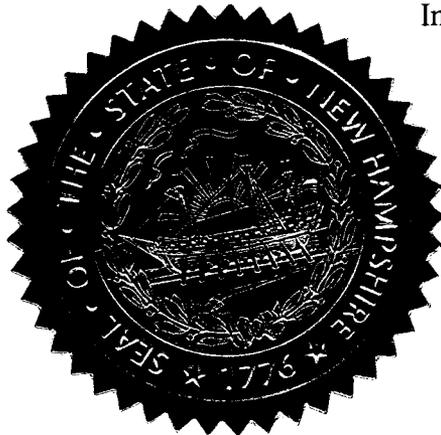
EXHIBIT "C"  
SPECIAL CONDITIONS

There are no special provisions.

# 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 BUSBY CONSTRUCTION CO., INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 2, 1979. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of September, A.D. 2014

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

William M. Gardner  
Secretary of State



# BUSBY CONSTRUCTION CO., INC

71 NH Route 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## CERTIFICATE OF VOTE

I, Virginia A. Busby hereby certify that I am duly elected Secretary/Treasurer of Busby Construction Co., Inc., 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 August 29, 2014 at which a quorum of the Board was present and voting.

VOTED: That Paul D. Busby is duly authorized to enter into a specific agreement: Maiden Lady Cove Force Main and Gabion Wall Repair, namely with the State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

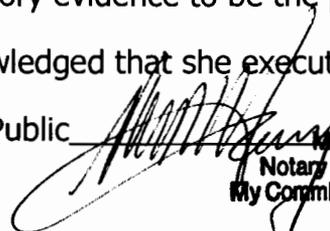
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 2, 2014 and that Virginia A. Busby is duly elected Secretary/Treasurer of this Corporation.

DATED: September 2, 2014

ATTEST: Virginia A. Busby (Affix Corp. Seal)  
Virginia A. Busby, Secretary/Treasurer

On September 2, 2014 before me, the undersigned, a Notary Public in and for the State of New Hampshire personally appeared Virginia A. Busby of Busby Construction Co., Inc. personally known to me has proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity stated above.

Notary Public

  
MICHAEL P. HENRY  
Notary Public - New Hampshire  
My Commission Expires July 13, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

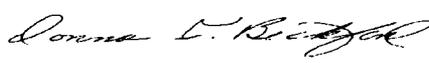
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Donna Bickford	
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No): (603) 224-8012 E-MAIL ADDRESS: dbickford@rowleyagency.com	
INSURED Busby Construction Co., Inc. 71 Route 111 Atkinson NH 03811	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Firemen's Ins Co of Wash. DC	21784
	INSURER B: Acadia Insurance Company	31325
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPA150089423	6/7/2014	6/7/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA150089523	6/7/2014	6/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA150089623	6/7/2014	6/7/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WPA150089724 3A STATES: NH MA NO EXCLUDED OFFICERS	6/7/2014	6/7/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>LEASED/RENTED EQUIPMENT HIRED AUTO-PHYSCL DAMAGE</b>			CIM015598119 CAA150089523	6/7/2014 6/7/2014	6/7/2015 6/7/2015	LIMIT: 1,200,000 LIMIT: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: WRBP Maiden Lady Cover Force Main & Garion Wall Repair  
 The certificate holder is included as an additional insured on all liability policies except workers comp when required by written contract with the named insured.

<b>CERTIFICATE HOLDER</b>  State of NH-Dept of Environmental Service Winnepesaukee River Basin Program PO Box 68, 528 River St. Franklin, NH 03235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Donna Bickford/DTB 

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, BUSBY CONSTRUCTION CO., INC.

71 NH Route 111, Atkinson, NH 03811 as Principal, and

THE OHIO CASUALTY INSURANCE COMPANY, AGENCY: P.O. Box 511, as Surety, are hereby  
Concord, NH

held and firmly bound unto STATE OF NH, DEPARTMENT OF ENVIRONMENTAL SERVICES, WINNIPEASAUKEE RIVER BASIN PROGRAM, as OWNER  
528 River Street, P.O. Box 68 Franklin, NH 03235-0068

In the penal sum of FIVE PERCENT OF AMOUNT BID (5% OF AMOUNT BID)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 13th day of August, 2014

The Condition of the above obligation is such that whereas the Principal has submitted to

STATE OF NH, DEPARTMENT OF ENVIRONMENTAL SERVICES  
A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for  
the WRBP MAIDEN LADY COVE FORCE MAIN AND GABION WALL REPAIR

NOW THEREFORE,

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

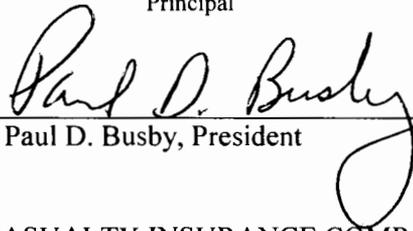
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BUSBY CONSTRUCTION CO., INC.

Principal

By:

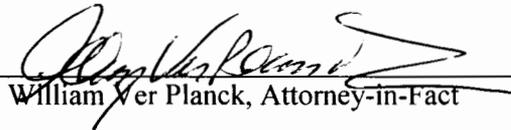


Paul D. Busby, President

THE OHIO CASUALTY INSURANCE COMPANY

Surety

By:



William Ver Planck, Attorney-in-Fact

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 where the project is located.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6276598

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bruce H. Langley; Cary S. Chapin; Christine M. Hosmer; Daniel E. Church; John P. Timmeny; John T. Whiting; Michael P. O'Brien; Paula J. Cantara; Ryan M. Stevens; William Ver Planck

all of the city of Concord, state of NH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of September, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 10th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

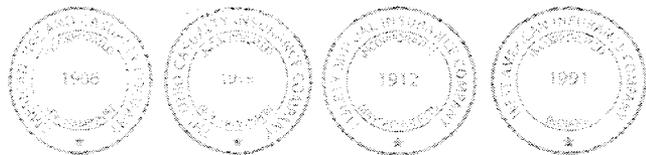
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

B-4.1

**PERFORMANCE BOND #012017260**

**KNOW ALL MEN BY THESE PRESENTS:** that

**BUSBY CONSTRUCTION CO., INC.**

(Name of Contractor)

71 NH Route 111, Atkinson, NH 03811

(Address of Contractor)

a **CORPORATION**, hereinafter called Principal,

(Corporation, Partnership or Individual)

and **THE OHIO CASUALTY INSURANCE COMPANY**

(Name of Surety)

AGENCY: P.O. Box 511, Concord, NH 03302-0511

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**NH Department of Environmental Services, Winnepesaukee River Basin Program**

(Name of Owner)

528 River Street, PO Box 86, Franklin, NH 03235

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of **THREE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED TWENTY AND 50/100THS** Dollars, \$ ( 318,620.50 ) 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 \_\_\_\_\_ day of \_\_\_\_\_ 20 14, a copy of which is hereto attached and made a part hereof for the construction of:

**WRBP Maiden Lady Cove Force Main and Gabion Wall Repair**

**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 addition to the terms of the contract or to the WORK or to the specifications.

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 3 (THREE) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 14.

ATTEST:

BUSBY CONSTRUCTION CO., INC.

Principal  
By: Virginia A. Busby  
(Principal) Secretary  
(SEAL) Virginia A. Busby, Secretary

BY: Paul D. Busby  
Paul D. Busby, President  
(Address)  
71 NH Route 111  
Atkinson, NH 03811

By: [Signature]  
Witness as to Principal  
71 Route 111  
(Address)  
Atkinson, NH 03811

THE OHIO CASUALTY INSURANCE COMPANY

ATTEST:  
By: Paula J. Cantara  
Witness as to Surety  
Paula J. Cantara  
AGENCY: P.O. Box 511, Concord, NH 03302-0511  
(Address)

(Surety)  
BY: [Signature]  
Attorney-in-Fact  
William Ver Planck, Attorney-in-Fact  
(Address)  
AGENCY: P.O. Box 511  
Concord, NH 03302-0511

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.

B-3.1

**PAYMENT BOND #012017260**

**KNOW ALL MEN BY THESE PRESENTS:** that

**BUSBY CONSTRUCTION CO., INC.**

(Name of Contractor)

71 NH Route 111, Atkinson, NH 03811

(Address of Contractor)

a **CORPORATION**, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and **THE OHIO CASUALTY INSURANCE COMPANY**

(Name of Surety)

AGENCY: P.O. Box 511, Concord, NH 03302-0511

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**NH Department of Environmental Services, Winnepesaukee River Basin Program**

(Name of Owner)

528 River Street, PO Box 86, Franklin, NH 03235

(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 **THREE HUNDRED EIGHTEEN THOUSAND** and assigns, in the total aggregate penal sum of SIX HUNDRED TWENTY AND 50/100THS Dollars, (\$ 318,620.50 ) 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 \_\_\_\_\_ day of \_\_\_\_\_

20<sup>14</sup>, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_

WRBP Maiden Lady Cove Force Main and Gabion Wall Repair

**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 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.

B-3.2

**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.

B-3.3

IN WITNESS WHEREOF, this instrument is executed in 3 (THREE) counterparts, each one of  
(number)  
which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>14</sup>.

ATTEST:

BUSBY CONSTRUCTION CO., INC.

By: Virginia A. Busby  
(Principal) Secretary  
(SEAL) Virginia A. Busby, Secretary

BY: Paul D. Busby  
Paul D. Busby, President  
(Address)  
71 NH Route 111  
Atkinson, NH 03811

By: [Signature]  
Witness as to Principal  
71 Route 111 Atkinson, NH 03811  
(Address)

THE OHIO CASUALTY INSURANCE COMPANY

ATTEST:  
By: Paula J. Cantara  
Witness as to Surety

(Surety)  
BY: William Ver Planck  
Attorney-in-Fact  
William Ver Planck, Attorney-In-Fact  
(Address)

Paula J. Cantara  
AGENCY: P.O. Box 511, Concord, NH 03302-0511  
(Address)

AGENCY: P.O. Box 511  
Concord, NH 03302-0511

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.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6276605

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

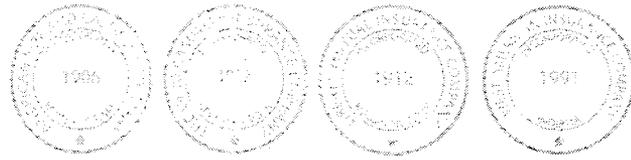
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bruce H. Langley; Cary S. Chapin; Christine M. Hosmer; Daniel E. Church; John P. Timmeny; John T. Whiting; Michael P. O'Brien; Paula J. Cantara; Ryan M. Stevens; William Ver Planck

all of the city of Concord, state of NH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of September, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 10th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS -** Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

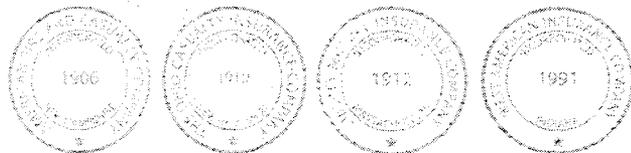
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.