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STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

March 1, 2013

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a **SOLE SOURCE** contract amendment with AD Construction, LLC (VC #158925), Berlin, NH, by increasing the contract amount by \$10,500 from \$105,900 to \$116,400 for additional trench work needed for the Jericho Mountain State Park Visitors' Center in Berlin, NH. No additional time is involved in this contract amendment. The original contract was approved by Governor and Executive Council on December 19, 2012, Item #42. 100% Capital Funds

Funding is available in account titled, 11-253:1-XII-B State Park Repairs, as follows:

| | | |
|--|------------------|-----------------------|
| 03-35-35-351530-09900000-034-500162-35B036AL | Capital Projects | <u>FY 2013</u> |
| | | \$10,500 |

EXPLANATION

In December 2012, the second phase of the project to construct a Visitors' Center at Jericho Mountain State Park was approved by the Governor and Executive Council. This phase consisted of installing a septic system to serve the new visitors center, performing associated site work and making waterline connections to the existing well.

During the course of this work, AD Construction uncovered ledge in the area approved for the waterline installation, ledge removal was not included in the original contract. Since AD Construction is onsite and able to perform the additional work within the timeframe of the original contract, the Department feels it appropriate to have AD Construction provide the service. Therefore, your approval of this sole source contract amendment is respectfully requested.

The Attorney General's Office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

 Philip A. Bryce
 Acting Commissioner

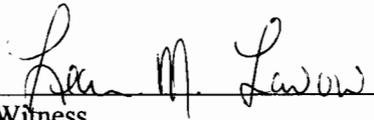
PAB/lml

Amendment of Contract

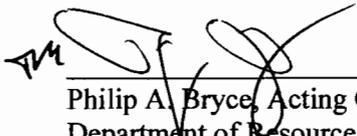
The Department of Resources and Economic Development and AD Construction, LLC hereby mutually agree to amend the contract for Septic and Site Work at Jericho Mountain State Park, originally approved by the Governor and Executive Council on December 19, 2012, Item #42, with a completion date of June 24, 2013.

1. Amend Exhibit A, Scope of Work, to include "Removal of ledge in trench to maintain 6' bury depth for new 2" HDPE waterline for water service to Visitors' Center";
2. Amend Exhibit B, Contract Amount, by increasing the total by \$10,500 from \$105,900 to \$116,400;
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.



Witness



Philip A. Bryce, Acting Commissioner
Department of Resources and Economic
Development

3-4-13

Date



Witness
ANDREW D. ZBORAY

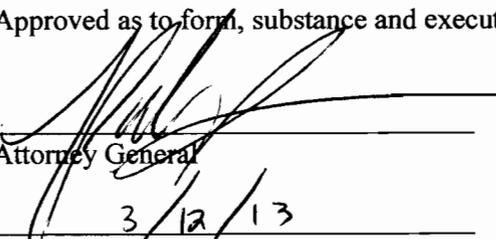


Arnold Drouin, Sole Member / Manager
AD Construction, LLC

14 Feb 2013

Date

Approved as to form, substance and execution:



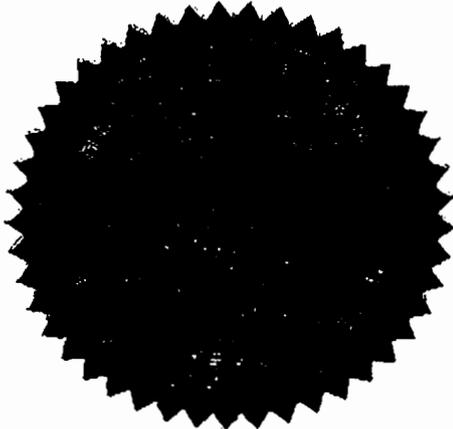
Attorney General
3/12/13

Date

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 A.D. CONSTRUCTION LLC is a New Hampshire limited liability company formed on February 10, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law, and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of November, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, ARNOLD DROUIN, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of A-D CONSTRUCTION LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind A-D CONSTRUCTION LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Arnold Drouin
(Contract Signatory - Signature)

14 Feb 13
(Date)

STATE OF New Hampshire
COUNTY OF COOS

On this the 14th day of February 2013, before me FRANCES M VALLIERE
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)
the undersigned officer, personally appeared ARNOLD DROUIN, known to me (or
(Contract Signatory - Print Name)

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.

(NOTARY SEAL)

Frances M Valliere
(Notary Public / Justice of the Peace - Signature)

FRANCES M. VALLIERE
Notary Public - New Hampshire
Commission Expires ~~My Commission Expires~~ November 14, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2012

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 1 & M Assurance Group c/o Mason & Mason 158 South Ave Whitman, MA 02382 | CONTACT NAME: Brenda Gillette | | |
| | PHONE (A/C, No, Ext): 603.356.3392 | FAX (A/C, No): 603.356.9290 | |
| E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | | | |
| INSURED AD Excavation LLC AD Construction LLC 159 Jericho Road Berlin, NH 03570-1317 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Main Street America Assurance | | 29939 |
| | INSURER B: NGM Insurance Company | | 14788 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES CERTIFICATE NUMBER: 12/13 GL, BA, WC 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.

| TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---------------------------------|----------|---|-------------------------|-------------------------|---|---------------------|
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | MPT4681C | 10/23/2012 | 10/23/2013 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BIT0003E | 04/01/2012 | 04/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | WCT4681C ARNOLD DRUIN EXCLUDED | 10/23/2012 | 10/23/2013 | WC STATUTORY LIMITS OTH-ER | |
| | | | | | | E L EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E L DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E L DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
3A States included - NH***

| | |
|---|--|
| CERTIFICATE HOLDER 603.271.2629 State of New Hampshire Department of Resourse 172 Pembroke PO 1856 Concord, NH 03302-1856 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip W Mason |
|---|--|



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|--|-----------|---|--|
| AGENCY M & M Assurance Group | | NAMED INSURED AD Excavation LLC | |
| POLICY NUMBER | | 159 Jericho Road Berlin, NH 03570-1317 | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|--|
| | ANY AUTO | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$ |

Automobile Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) |
|---------------------|---------------|-------------------------------------|--------------------------------------|
|---------------------|---------------|-------------------------------------|--------------------------------------|

Access/Umbrella Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|
| | | | | \$ |

Other Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

November 28, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract with AD Construction, LLC (VC #158925), Berlin, NH, in the amount of \$105,900 for septic and site work at the Jericho Mountain State Park Visitors' Center in Berlin, NH upon approval of Governor and Executive Council through June 24, 2013. 100% Capital Funds

Funding is available in account titled, 11-253:1-XII-B State Park Repairs, as follows:

| | |
|---|-----------------------|
| | <u>FY 2013</u> |
| 03-35-35-351530-09900000-034-500162-35B036AL Capital Projects | \$105,900 |

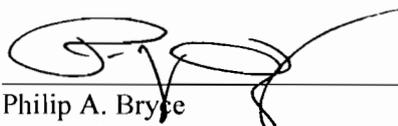
EXPLANATION

This contract is the second phase of the project to construct a Visitors' Center at Jericho Mountain State Park. This phase consists of installing a septic system to serve the new visitors center, performing associated site work and making water line connections to the existing well. This work is necessary to allow the visitors center to open to the public and will finish off the site work with walkways and a grassed area.

In November 2012, an invitation to submit bids for septic and site work for the Jericho Mountain State Park Visitors' Center was advertised through 5 companies known to the Department and the construction industry, through the websites of the Department of Administrative Services and the Division of Parks and Recreation, and in an advertisement placed in the Berlin Daily Sun newspaper. Nine (9) contractors attended a mandatory pre-bid meeting, after which 5 bid proposals were received, and the low bid contractor was selected. Attached for your information is a summary of the bids received for this project.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted, *AM*


Philip A. Bryce
Acting Commissioner

PAB/lml

Bid Results Project # PR-21-2012

| Bidder | Bid Bond | Sched. of Values | Bid Amount |
|---------------------------------|----------|------------------|---------------|
| ✓ 1. Gordon T. Burke & Son Inc. | Y | Y | 132,900.00 |
| 2. Kingsbury Companies LLC | | | |
| 3. Milan Excavating Inc. | | | |
| ✓ 4. AD Excavating | Y | Y | 105,900.00 |
| ✓ 5. AB Logging Inc. | Y | Y | 115,197.68 |
| ✓ 6. T-Buck Construction Inc. | Y | Y | 213,626.00 |
| 7. Pleasant North, LLC | | | |
| ✓ 8. Glen Builders | Y | Y | 106,900.00 |
| 9. Lee & Carrigan, LLC | | | |
| Apparent Low Bidder | | | Bid Amount |
| AD Excavating | | | \$ 105,900.00 |

Subject:

Jericho Visitors Center Phase 2 - Septic and Site work

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 Department of Resources and Economic Development | | 1.2 State Agency Address P.O. Box 1856 Concord NH 03301 | |
| 1.3 Contractor Name A D Construction LLC | | 1.4 Contractor Address 159 Jericho Road, Berlin NH | |
| 1.5 Contractor Phone Number 603-752-4205 | 1.6 Account Number 0990-034-500162-358-036AL | 1.7 Completion Date June 24, 2013 | 1.8 Price Limitation \$105,900.00 |
| 1.9 Contracting Officer for State Agency Seth S. Prescott | | 1.10 State Agency Telephone Number 603-271-2606 | |
| 1.11 Contractor Signature <i>Arnold Brown</i> | | 1.12 Name and Title of Contractor Signatory <i>Arnold Brown member owner</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>11/16/12</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 <i>Frances M Valliere</i> [Seal] | | FRANCOIS M. VALLIERE Notary Public - New Hampshire My Commission Expires November 28, 2012 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>FRANCOIS M Valliere Notary</i> | | | |
| 1.14 State Agency Signature <i>[Signature]</i> | | 1.15 Name and Title of State Agency Signatory <i>Philip A. Bryce, Acting Commissioner</i> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <i>12/4/12</i> | | | |
| 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.

Contractor Initials A-D
Date 16/7/01

11/13/2012 10:11:53 PM 0003/004

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DESIGN DEVELOPMENT AND MAINTENANCE SECTION**

**Jericho Mountain State Park
Contract 2 - Septic and site work**

Exhibit A

Project summary: The intent of this contract is for the contractor to install a new septic system for the visitor center, run water lines to existing well and complete site work at Jericho Mountain State Park, Berlin, NH . The contract will provide:

Contractor will provide all manpower and equipment necessary to install the septic system, build retaining wall, pour concrete walkways, install under drains, dig trenches for waterlines, install culverts, reestablish ditch lines and finish grade & seed site around new visitors center in accordance with the plan and specifications.

Exhibit B

Contract price shall not to exceed \$105,900.00 Payment shall be made monthly upon completion of work and receipt of itemized invoice as approved by State of New Hampshire Department of Resources and Economic Development Project Manager.

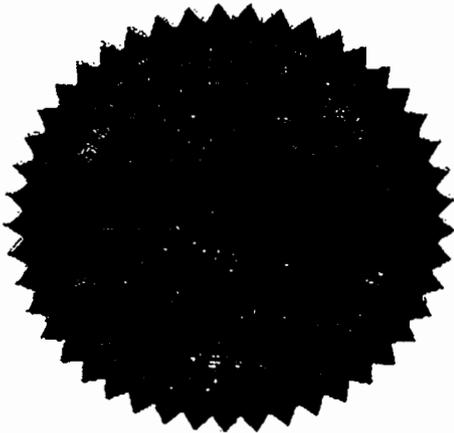
Exhibit C

There are no special provisions for this contract

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 A.D. CONSTRUCTION LLC is a New Hampshire limited liability company formed on February 10, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of November, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Arnold Drouin, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of A.D. Construction LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind A.D. Construction LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Arnold Drouin
(Contract Signatory - Signature)

5 Nov 2012
(Date)

STATE OF New Hampshire
COUNTY OF Coos

On this the 5th day of November 20 12, before me Frances M Valliere
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

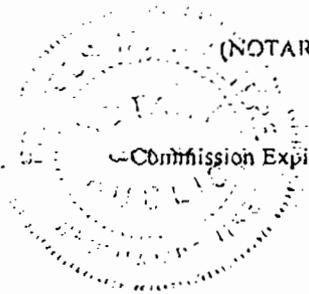
the undersigned officer, personally appeared Arnold Drouin, known to me (or
(Contract Signatory - Print Name)

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.

(NOTARY SEAL)

Frances M Valliere
(Notary Public / Justice of the Peace - Signature)

FRANCES M. VALLIERE
Notary Public - New Hampshire
My Commission Expires November 28, 2012





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2012

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 1 & M Assurance Group c/o Mason & Mason 158 South Ave Whitman, MA 02382 | CONTACT NAME: Brenda Gillette |
| | PHONE (A/C, No, Ext): 603.356.3392 FAX (A/C, No): 603.356.9290 |
| E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | |
| INSURED AD Excavation LLC AD Construction LLC 159 Jericho Road Berlin, NH 03570-1317 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A: Main Street America Assurance 29939 |
| | INSURER B: NGM Insurance Company 14788 |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 12/13 GL, BA, WC 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.

| TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|-----------|----------|------------------------------|-------------------------|-------------------------|---|---------------------|
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | MPT4681C | 10/23/2012 | 10/23/2013 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BIT0003E | 04/01/2012 | 04/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WCT4681C | 10/23/2012 | 10/23/2013 | WC STATUTORY LIMITS | |
| | | | ARNOLD DRUIN EXCLUDED | | | OTH-ER | |
| | | | | | | E L EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E L DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E L DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
3A States included - NH***

| | |
|--|---|
| CERTIFICATE HOLDER 603.271.2629 State of New Hampshire Department of Resourse 172 Pembroke PO 1856 Concord, NH 03302-1856 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip W Mason |
|--|---|



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|--|-----------|---|--|
| AGENCY M & M Assurance Group | | NAMED INSURED AD Excavation LLC | |
| POLICY NUMBER | | 159 Jericho Road Berlin, NH 03570-1317 | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|---|
| | ANY AUTO | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |

Automobile Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) |
|---------------------|---------------|-------------------------------------|--------------------------------------|
|---------------------|---------------|-------------------------------------|--------------------------------------|

Access/Umbrella Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|
| | | | | \$ |

Other Liability

| SR ADD'L R INSRD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|
|---------------------|---------------|-------------------------------------|--------------------------------------|--------|

Leanne Lavoie

From: Seth Prescott
Sent: Wednesday, November 28, 2012 8:30 AM
To: Leanne Lavoie
Subject: RE: P-37 Contract Agreements

Leanne,
I called Arnold of AD Construction this morning at 8:25AM and let him know the signature on the final Contract would be Phil's rather than Georges and he did not have a problem with that.

Seth S. Prescott

State of New Hampshire
Department of Resources and Economic Development
Office of the Commissioner
Design Development and Maintenance Section
P.O. Box 1856
172 Pembroke Road Concord, NH 03301
phone (603) 271-2606
cellular (603) 419-0082
fax (603) 271-2629

-----Original Message-----

From: Leanne Lavoie
Sent: Tuesday, November 27, 2012 11:04 AM
To: Nicole Taatjes; Seth Prescott
Subject: P-37 Contract Agreements

I have contracts, i.e. Robertson Transit (Nicole) and AD Construction (Seth) that have George M. Bald, Commissioner noted in box 1.9 or box 1.15. Please send an email to these Contractors to get their approval to change the name to Philip A. Bryce, Acting Commissioner. Hopefully they won't have any objection. Additionally, if you can provide me with a copy of their approval, that would be super. Thanks so much!

Leanne

Leanne M. Lavoie, Program Specialist
State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road - PO Box 1856
Concord, New Hampshire 03302-1856
603.271.3727 Telephone
603.271.2629 Fax
leanne.lavoie@dred.state.nh.us