



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

November 18, 2015

DEC 23 15 11:12 AM 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend the contract (PO #1046165) with Keymont Construction, Inc., Laconia, New Hampshire (VC #231068-B001) for additional clarifier turntable repairs at the Franklin Wastewater Treatment Facility by increasing the contract amount by \$7,073.65 to \$56,073.75 from \$49,000 and extending the contract period to March 31, 2016 from December 31, 2015. The original contract was approved by G&C on September 16, 2015 Item # 59. 100% WRBP Funds.

Funding is available in the following account:

	<u>FY16</u>
03-44-44-442010-1300-048-500226	\$7,073.65
Dept Environmental Services, Winnepesaukee River Basin, Contractual Maintenance-Bldg&Grnds	

EXPLANATION

The original contract required the contractor to remove, disassemble, and inspect the turntable and drive head assembly on #1 primary clarifier at the Franklin wastewater treatment plant. This clarifier turntable assembly was last rebuilt in February 1998 and a thorough inspection and any necessary repairs were now required since it was again exhibiting intermittent noise, the drive was tripping out on high torque, and the skimmer arm was out of level. Following inspection, the contractor was responsible for notifying the WRBP of any additional parts or repairs recommended to return the assembly to full operation and providing a not-to-exceed price quotation for the work. An inspection report was provided by the manufacturer (Ovivo) which performed the inspection and options for either repair or replacement of the assembly were provided. Since the assembly was the original 30-year old equipment that had already been rebuilt once and shows severe corrosion, the WRBP made the decision to replace the assembly while at the manufacturer's facility. To date, none of the original contract has been spent since payment is due at successful re-installation.

All funding necessary for this project derives from the communities which rely upon the WRBP regional sewer system; there is no General Fund contribution to this contract amendment. The amendment has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

AMENDMENT #1

This Agreement (hereinafter called the "Amendment #1"), dated this _____ day of _____, 2015, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Keymont Construction, Inc. (hereinafter called the "Keymont").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated August 6, 2015 and approved by the Governor and Council on September 16, 2015 Item No. 59, Keymont agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Engineer and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

A) The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Basis of Payment), shall be increased by \$7,073.65 from \$49,000.00 to \$56,073.65. See Attachments for details.

B) The Completion Date of the Agreement is modified to March 31, 2016.

2. Effective Date of Amendment:

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuation of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

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

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Thomas S. Burack
Thomas S. Burack, Commissioner

DATE: 12/14/2015

KEYMONT CONSTRUCTION, INC.

By: Preston Tuthill

DATE: 11/12/15

Acknowledgment:

State of New Hampshire County of Belknap

On this 16th day of November, 2015 before
the undersigned officer, personally appeared Preston Tuthill,
and acknowledges himself to be the President of
Keymont Construction, Inc., who executed the foregoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Jeanne Breton
Name and Title of Notary Public
Jeanne Breton, Notary Public

Approval by ATTORNEY GENERAL (Form, Substance and Execution):

[Signature]
Sr. Assistant Attorney General Signature

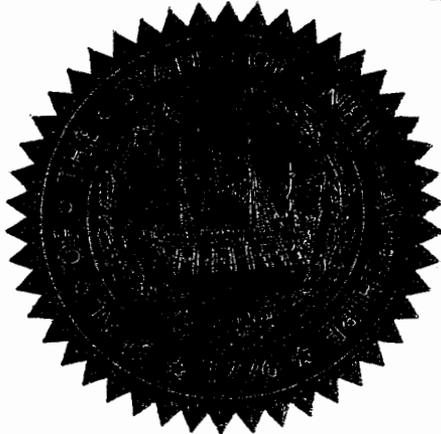
12-22-2015
Date

Approved by the GOVERNOR and COUNCIL, this **day of** **, 2015**

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 KEYMONT CONSTRUCTION, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 29, 1985. 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 9th day of July, A.D. 2015

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

William M. Gardner
Secretary of State

Keymont Construction, Inc.
Special Meeting of the Board of Directors

November 16, 2015

We, the undersigned, being all of the Directors of Keymont Construction, Inc., a New Hampshire Corporation having its principal place of business at Laconia, New Hampshire, hereby confirm the votes of the corporation effective November 16, 2015, ratify and confirm the same as set forth below and agree that they are to be deemed for the purpose of the corporate certification to have the same effect as an unanimous vote of the corporation under the provisions of New Hampshire Statute and the By-Laws of the corporation.

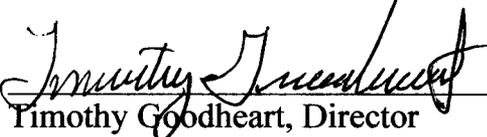
VOTED: To authorize the President, Preston Tuthill, to sign Amendment #1 to the Agreement on behalf of the Corporation for the “Maintenance and Repair of #1 Primary Clarifier Turntable Drive Assembly” for the Winnepesaukee River Basin Program, a division of the New Hampshire Department of Environmental Services.

There being no further business to come before the meeting, it was adjourned.

A true record, attest:



Preston Tuthill, Director



Timothy Goodheart, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2015

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 Infantine Insurance P. O. Box 5125 Manchester NH 03108		CONTACT NAME: Julie Levesque, CPCU, CIC X242 PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No.): 603 669-6831 E-MAIL ADDRESS: jlevesque@infantine.com	
INSURED Keymont Construction, Inc. PO Box 819 Laconia NH 03247		INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins Co of Washington INSURER B: Acadia Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21784 31325

COVERAGES CERTIFICATE NUMBER: 15/16 Master 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	GENERAL LIABILITY			CPA000483232	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY			CAA000479032	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUA000483332	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	DED	RETENTION \$	0				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WPA100084333	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
A	Leased/Rented Equipment			CPA000483232	4/1/2015	4/1/2016	Limit \$150,000	
							Ded 250	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is agreed and understood that the State of NH DES is included as additional insured with regards to General Liability when required by a written contract.

CERTIFICATE HOLDER

State of NH DES
 202 Water St
 Laconia, NH 03246

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
 Charles Hamlin/JL1



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 6, 2015

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

APPROVED G & C
DATE 9/16/15
ITEM # 99

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE BID** contract with Keymont Construction, Inc. (Vendor Code #231068-B001) Laconia, NH in the amount of \$49,000.00 for Maintenance and Repair of #1 Primary Clarifier Turntable Drive Assembly, effective upon Governor and Council approval through December 31, 2015. 100% WRBP Funds.

Funds to support this request are anticipated to be available in the following account in State FY2016 upon the availability and continued appropriation of funds in the future operating budget.

03-44-44-442010-1300-048-500226 FY16 \$49,000
Dept Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Bldg&Grnds

EXPLANATION

This contract is for the removal, disassembly, inspection, repair and reinstallation of the turntable drive assembly on #1 primary clarifier at the Franklin wastewater treatment plant. The clarifier has a center assembly that supports a cat walk, skimmer arm assembly, squeegee assembly, and drive unit. Sludge which accumulates on the floor is picked up by the rake and deflector blades mounted on the rotating arms and channeled to a series of withdrawal pipes located along the length of each arm. The drive head assembly rotates the turntable with the attached skimmer/squeegee arms. The skimmer collects floatables and deposits them into a remote well for disposal.

This clarifier turntable assembly was last rebuilt in February 1998 because it exhibited vibration in the catwalk, a knocking noise, and metal filings observed in the drain oil. After another seventeen (17) years of service, the #1 primary clarifier turntable assembly is again exhibiting intermittent noise, the drive has tripped out on high torque on several occasions since the skimmer arm is running out of level by six (6) to eight (8) inches from the floor of the tank and touching on the other end causing the unit to trip and shut down. Metal filings have not yet been visually detected in the drain oil. This maintenance repair will ensure uninterrupted service of this critical part of our treatment process.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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The work which is the subject of this contract includes removal of the drive assembly, inspection of the assembly and replacement of its expendable components. The work is described in more detail in Exhibit "A" of the Agreement.

Requests for Quotations (RFQ) were sent to the 10 firms that the WRBP identified as performing this type of specialized repair work. In addition, a public notice of the bid opportunity was placed in The Citizen of Laconia newspaper and posted on the Department of Administrative Services purchase and property website. As a result of the bids, we wish to award the contract to Keymont Construction, Inc.

Response to the RFQ was as follows:

<u>Firm Name</u>	<u>Response</u>
Keymont Construction, Inc. Laconia, NH	\$49,000.00
EIMCO Watertechnologies, LLC, Salt Lake City, Utah	no response
Hutter Construction Corporation, New Ipswich, NH	no response
Meridian Construction Corporation Gilford, NH	no response
Methuen Construction, Salem, NH	no response
Penta Corporation, Moultonboro, NH	no response
R.H. White Construction Company Inc., Auburn, MA	no response
T-Buck Construction Inc., Lewiston, ME	no response
Waterline Industries Seabrook, NH	no response
Westate Construction Corporation, Newbury, NH	no response

Based on the sole bid received and further due diligence, we wish to award the contract to Keymont Construction, Inc. All funding necessary for this project derives from the communities which rely upon the regional sewer system; there is no General Fund contribution to this contract.

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

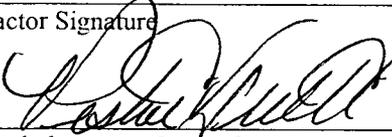
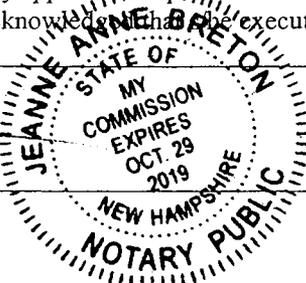
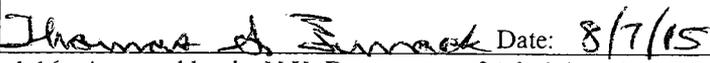
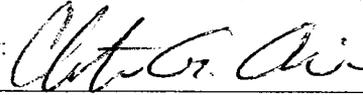
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Keymont Constructfon, Inc.		1.4 Contractor Address 116 Housnell Ave., Unit 7, PO Box 819, Laconia, Nh 03247	
1.5 Contractor Phone Number 603-524-3103	1.6 Account Number 03-44-44-442010 - 1300-048	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$49,000.00
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Preston Tuthill, Presidnet	
1.13 Acknowledgement: State of NH, County of Belknap On August 5, 2015, 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 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]			
1.13.2 Name and Title of Notary or Justice of the Peace Jeanne Anne Breton, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/12/15			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

“Exhibit A” Scope of Work

Prior to beginning the work and disassembly of the drive mechanism the contractor shall establish the elevation of the skimmer arm and sludge collector mechanism in as many points as is necessary to enable the collector and skimmer to be set at the proper elevation when the drive is reassembled. Due to the fact that this unit is not running true (at the correct elevation through a full revolution) it is critical that this is resolved during this rebuild/reinstallation.

At a minimum, the contractor shall replace all of the one hundred twenty nine (129) 1 ¼ inch diameter balls, liners and felt seals in addition to several bearings and shaft seals and associated gaskets which are part of the clarifier drive mechanism. Attachment “D” contains the Dorr-Oliver quote which establishes as the minimum, the components to be replaced. In addition, the contractor will also replace the squeegees and fasteners at the floor of the skimmer arms. The contractor shall conduct a thorough inspection of the turntable and drive head assemblies to determine their condition and recommend any other additional repairs that should be made. Should additional work be necessary, a not-to-exceed price quotation for the additional materials and labor shall accompany the contractors recommendations when they are made to the WRBP.

It’s important to the WRBP that this project be completed as soon after contract approval as flow and conditions at the treatment plant allow but no later than December 31, 2015.

Contractor Responsibilities

The contractor shall provide the following as part of the base scope of services:

- Check and record elevation of skimmer arm and sludge collectors.
- Remove, disassemble, inspect and reinstall drive assembly.
- Replace all of the one hundred twenty nine (129) 1 ¼ inch diameter balls, liners, felt seals, bearings, shaft seals and associated gaskets per Dorr-Oliver quotation dated 2009.
- Conduct a thorough inspection of the turntable and drive head assemblies.
- Make recommendations as to the condition of the turntable and drive head assemblies.
- Notify the WRBP of any additional part or repairs that may be recommended to return the assembly to full operation.
- Remove and replace squeegees blades with a 1-1/2” one and one half inch clearance to the floor of the tank.
- Reassemble and test rebuilt drive unit and rotate mechanism and adjust, as necessary.

The contractor will be solely responsible for errors or omissions, therefore, it is strongly suggested that each bidder visit the treatment plant prior to finalizing their quotation. This will provide contractors an opportunity to evaluate access to the project and site conditions, with respect to their own equipment and evaluate the level of effort needed to complete the project.

The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the scope of work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

The contractor shall be responsible for disposal of all debris and waste products in accordance with all local, state and federal rules and regulations for disposal of such waste materials. All work shall be performed in a neat and workman-like manner, in conformance with the best modern trade practices by competent, experienced workers.

The standard operating hours of the WWTP are Monday through Friday 7:00 A.M. to 3:30 P.M. Hours beyond this period on weekdays may be worked by the contractor upon approval by the WRBP. In such cases, the WWTP will supply at no cost to the contractor an employee to provide plant access, enabling the contractor to work a longer day, if desired.

WRBP Responsibilities

The WRBP personal shall empty #1 primary clarifier and clean the tank, turntable, attached arms and sludge collector mechanisms. The WRBP shall ensure all gates and valves that feed the tank are locked in the closed position and demonstrate this to the contractor.

General Contract Requirements

The chosen contractor will be under contract to the New Hampshire Department of Environmental Services. Attachment "E" is a blank copy of the state service agreement (Form P-37) that will be required for this contract. Exhibit "B" is the "Cost Proposal and Terms of Payment". We suggest you review the general conditions shown in the Agreement including the specific insurance requirements contained in Item #14 and the alternatives shown on Exhibit C.

Should your firm be selected to do the work , a "Notice of Intent to Award" along with a contract for execution and instructions on the required supporting documents. A Corporate Resolution and insurance certificate will be required. Your firm must be registered and in good standing with the NH Secretary of State - Corporate Division in order to process a contract. A current, original certificate of good standing from this office will be part of the required contract documents. When the executed contract documents are returned, they will be processed for approvals by the NHDES Commissioner and the Attorney General's office. The Contract will then require authorization by the Governor and Executive Council of the State of New Hampshire. The entire approval process usually requires several weeks to complete.

The Request for Quotes dated May 13, 2015 is included herein by reference.

Exhibit "B"
Cost Proposal and Terms of Payment

I (We) agree to furnish the scope of services specified in Exhibit "A" for the rehabilitation of #1 primary clarifier drive assembly at the WRBP wastewater treatment plant in Franklin for the cost of:

\$49,000.00

Amount in figures

Forty-nine Thousand Dollars

Amount in words

Keymont Construction, Inc.

Company Name

Terms:

1. Contractor is to be paid within thirty (30) days of submission of an invoice at satisfactory completion of work.
2. Approval of this contract does not authorize any expenditure over the contract price limitation.

EXHIBIT "C"
SPECIAL PROVISIONS

CONFINED SPACE CERTIFICATION

I, PRESTON TUTTILL, of
(Name)

KEYMONT CONSTRUCTION
Company Name)

hereby certify that the confined space policy of

KEYMONT CONSTRUCTION
Company Name)

Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

KEYMONT CONSTRUCTION
Company Name)

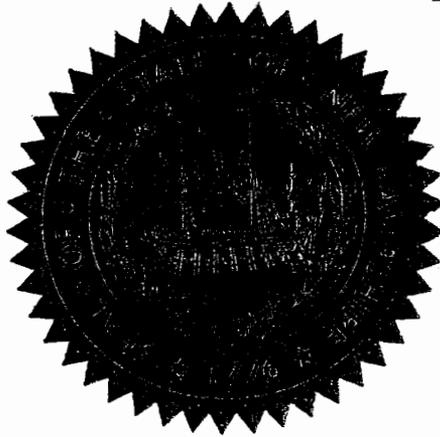
Possesses all equipment required for compliance with all provisions of the rules

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 KEYMONT CONSTRUCTION, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 29, 1985. 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 9th day of July, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

Keymont Construction, Inc.

Special Meeting of the Board of Directors

July 1, 2015

We, the undersigned, being all of the Directors of Keymont Construction, Inc., a New Hampshire Corporation having its principal place of business at Laconia, New Hampshire, hereby confirm the votes of the corporation effective July 1, 2015, ratify and confirm the same as set forth below and agree that they are to be deemed for the purpose of the corporate certification to have the same effect as an unanimous vote of the corporation under the provisions of New Hampshire Statute and the By-Laws of the corporation.

VOTED: To authorize the President, Preston Tuthill, to sign an Agreement on behalf of the Corporation for the "Maintenance and Repair of #1 Primary Clarifier Turntable Drive Assembly" for the Winnepesaukee River Basin Program, a division of the New Hampshire Department of Environmental Services.

There being no further business to come before the meeting, it was adjourned.

A true record, attest:



Preston Tuthill, Director



Timothy Goodheart, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2015

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 Infantine Insurance P. O. Box 5125 Manchester NH 03108		CONTACT NAME: Julie Levesque, CPCU, CIC X242 PHONE (A/C, No, Ext): (603) 669-0704 FAX (A/C, No): 603 669-6831 E-MAIL ADDRESS: jlevesque@infantine.com	
INSURED Keymont Construction, Inc. PO Box 819 Laconia NH 03247		INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins Co of Washington 21784 INSURER B: Acadia Insurance Co. 31325 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master **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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA000483232	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS			CAA000479032	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB			CUA000483332	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	RETENTIONS 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WPA100084333	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Y/N N/A 3A States: NH; VT; ME; MA						
A	Leased/Rented Equipment			CPA000483232	4/1/2015	4/1/2016	Limit \$150,000 Ded 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is agreed and understood that the State of NH DES is included as additional insured with regards to General Liability when required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of NH DES
202 Water St
Laconia, NH 03246

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

Charles Hamlin/JL1