



The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



April 22, 2015

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into an agreement with Ewing Electrical Co., Inc. (VC #156546) Deerfield, New Hampshire in the amount of \$707,700.00 for construction of the Main Electrical System Upgrade Project at the Franklin wastewater treatment plant, effective upon Governor and Executive Council approval through June 30, 2016. 100% Clean Water SRF Loan Funds.
2. Further authorize DES to establish a 10% contingency amount of \$70,770.00 to cover unforeseen work that may occur during construction of the main electrical system improvements.

Funding for this contract is available in the account as follows:

	<u>FY2015</u>
03-44-44-442030-1777-034-500161	\$778,470.00
Dept Environmental Services, 09-145:1-VI-A WRBP Improvements	

EXPLANATION

Approval of this contract will authorize the construction of the Main Electrical System Upgrade Project including a new utility annex building to house the replacement electrical equipment required to consistently and efficiently power the Franklin wastewater treatment plant (WWTP). The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment system on behalf of the ten (10) Lakes Region communities who rely upon the system. The DES-WRBP Franklin WWTP electrical switchgear is original equipment, 30+ years old and at the end of its useful life. As part of the Franklin WWTP Phase II Improvements Project preliminary design completed in 2009 and subsequently incorporated into the WRBP Capital Improvements Plan that is reassessed annually, priorities for necessary capital improvements at the facility are identified based upon permit compliance, energy efficiency, treatment capacity issues, and the reduced ability to adequately maintain aging system equipment. The Automatic Transfer Function (ATF) that switches between utility power and back-up generators has begun to catastrophically fail – leaving the WWTP without power until a portable generator can be manually connected into the system to back-feed the plant or

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

the ATF repaired. The replacement of the main electrical switchgear, main distribution gear, a properly sized transformer and associated wiring, along with installation of a new automatic transfer switch was re-prioritized from a future capital project to an immediate necessity due to the recent recurring failures and age of the associated electrical equipment. An alternatives analysis was the undertaken and completed in 2014. This construction project is the most feasible and cost effective option based upon this analysis and will serve to upgrade necessary electrical components of the WWTP to extend the plant life and ensure consistent electrical supply and distribution within the facility to ensure compliance with NPDES permit requirements for the long term.

Major components of the work involves replacement of the main WWTP switchgear, automatic transfer switch, distribution gear and necessary interconnection wiring as well as installation of a new, properly-sized transformer, all required underground electrical conduits and wiring, complete branch circuit wiring systems, and integration of the new work into the plant's existing SCADA system. A new electrical utility building will be constructed to house the new electrical gear with associated wiring to accommodate future installation of a new, properly sized emergency back-up generator. Properly sized electrical equipment, ancillary devices and wiring will be incorporated into the project based on the reduced electrical loads which have occurred due to various energy efficiency projects implemented at the facility, and the system will be augmented by a new manual transfer switch to allow a portable generator to be hooked up as a backup to the existing or future generator(s).

DES Wastewater Engineering Bureau (WWEB) performed design review and approved the Contract Plans and Specifications and an addendum required for bidding. The State Fire Marshall's office also reviewed the Contract Plans and Specifications and approved the construction of the new annex building to house the new electrical switchgear. The work was publicly bid in March 2015 and advertised in the New Hampshire Union Leader newspaper and on the Department of Administrative Services Purchase and Property website. The bids were opened on April 1, 2015. The basis of award was the low lump sum bid from a responsive, responsible bidder.

There were three (3) bidders and the results of the lump sum bids were as follows:

<u>Firm</u>	<u>Bid Response</u>
Ewing Electrical Co., Inc., Deerfield, NH	\$ 707,700.00
Piquette & Howard electrical Services, Plaistow, NH	\$ 741,876.00
Electrical Installations, Inc., Moultonborough, NH	\$1,141,452.00

Wright-Pierce, WRBP's engineer for this project, reviewed the qualifications of the low bidder, Ewing Electrical Co., Inc. (Ewing), and found them to be satisfactory and in compliance with contractual requirements. Following independent review, the DES-WWEB authorized the award of the construction contract to Ewing. This project has been discussed in detail with the WRBP Advisory Board, created pursuant to RSA 485-A:52. Based upon the favorable bids that were received and positive experiences with Ewing by member communities, the WRBP Advisory Board recommended the award of the construction contract to Ewing, as indicated in the attached letter from the Advisory Board chairman. Based upon Wright-Pierce's recommendation, approval by DES-WWEB, and the recommendation by the WRBP

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3


Advisory Board, we request that the contract be awarded to Ewing.

Funds for the project will be provided by the State Clean Water Revolving Fund Program as provided in the original loan agreement authorized by the Governor and Executive Council on January 28, 2015 item #46. Based upon the original engineering estimate and immediate project necessity, the WRBP received a \$935,000 State Revolving Fund Loan (CS-330203-09).

An amount equal to ten percent (10%) of the construction contract is placed in contingency in the event that unforeseen conditions are encountered during construction of the improvements that necessitate additional, out-of-scope work. The contingency will permit the work by the contractor to continue without stopping the project and causing unnecessary delay.

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



CITY OF FRANKLIN, NEW HAMPSHIRE
Municipal Services Department
"The Three Rivers City"

43 West Bow Street • 03235

Tel: (603) 934-4103
Fax: (603) 934-7409

Mr. Eugene Forbes, Director, Water Division
NH Department of Environmental Services
29 Hazen Drive
PO Box 95
Concord, NH 03302-0095

April 22, 2015

RE: Winnipisaukee River Basin Program
Advisory Board vote on Main Electrical System Upgrade Project at the Franklin WWTP

This letter is to serve as confirmation of a vote taken at the WRBP Special Advisory Board Meeting held on April 7, 2015. Eight of the ten member community representatives were present, representing a quorum. The eight representatives present voted unanimously (8-0) in favor of asking DES to proceed with acceptance of the low, responsible bid submitted by Ewing Electrical Co., Inc. for the Main Electrical System Upgrade Project at the WRBP Franklin WWTP.

On behalf of the Board, I request that you take the steps necessary to bring this construction project forward for approval by the Governor and Executive Council.

We thank you and your staff for all of your assistance through both the project review and bidding stages of this project and for keeping the Advisory Board involved in the decision-making process.

If you have questions or concerns, please contact me.

Sincerely,

Brian Sullivan, Chairman, WRBP Advisory Board
Director of Municipal Services, Franklin


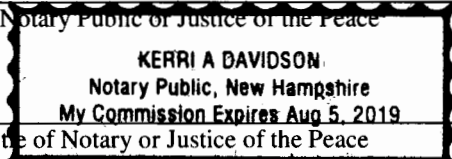
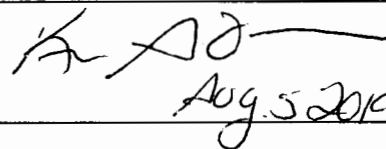
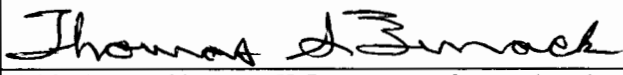
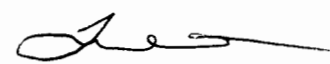
cc: WRBP Advisory Board
Sharon McMillin, Administrator, WRBP

Subject: Main Electrical System Upgrade 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 <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, New Hampshire 03302</u>	
1.3 Contractor Name <u>Ewing Electrical Co., Inc.</u>		1.4 Contractor Address <u>3 North Road PO Box 370 Deerfield, NH 03037</u>	
1.5 Contractor Phone Number <u>(603) 463-8852</u>	1.6 Account Number <u>03-44-44-442030-1777-034-500161</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$778,470.00</u>
1.9 Contracting Officer for State Agency <u>Sharon A. McMillin</u>		1.10 State Agency Telephone Number <u>(603) 934-4032</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Philip E. Davidson President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>4-13-15</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 		 <u>Aug 5 2014</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5-14-2015</u>			
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 PEP
Date 4-13-15

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT "A"
THE SERVICES

Construction of Main Electrical System Upgrade at the Franklin Wastewater Treatment Plant March 2015 as designed and specified by Wright-Pierce.

The overall scope of the project includes:

1. Construction of a new Annex over the existing lime silo foundation to house the new primary electrical equipment;
2. Temporary power for the buildings and treatment processes;
3. New electrical service including:
 - a. New Switchboard Main Distribution Panel;
 - b. New Automatic transfer switch;
 - c. New generator switchboard;
 - d. Two pull boxes for future generator installation;
 - e. Underground electrical conduits and wiring;
 - f. Complete branch circuit wiring systems including all raceways, conductors, cables, outlet and junction boxes, wiring devices and device connections;
 - g. Complete TVSS and/or lightning arrestor and surge capacitor devices for distribution equipment;
 - h. Existing distribution feeder splicing and connections to the new Switchboards;
4. New concrete transformer pad and coordination of installation of transformer with PSNH;
5. Integration of the new work into the plant's existing SCADA system;
6. Removal of the existing transformer and concrete pad, the existing switchgear, service and feeder breaker components; and
7. Removals, relocations and rearrangements of subsurface installations (including electrical, water, storm water and process piping) and interior installations (including electrical, lights and piping), as described in the contract documents.

Contract Plans and Specifications March 2015 and Addendum No. 1 dated March 25, 2015 are incorporated as part of Exhibit "A" by reference.

The specification cover and table of contents are attached.

Contractor Initials PED
Date 4-13-15

D2014-1202

COPY NO. _____

**MAIN ELECTRICAL SYSTEM UPGRADE
AT THE FRANKLIN
WASTEWATER TREATMENT PLANT
SRF PROJECT No. CS-330203-09**

**WINNIPESAUKEE RIVER BASIN PROGRAM
NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES**

FRANKIN, NEW HAMPSHIRE

**BIDDING AND CONTRACT
REQUIREMENTS AND SPECIFICATIONS**

MARCH 2015

APPROVED
In Accordance With
Chapter Env-C500
State Revolving Loan Fund
N.H. DEPT. OF ENVIRONMENTAL SERVICES
WATER DIVISION
S. H. Kelly
NHDES Official
3.10.15
Date

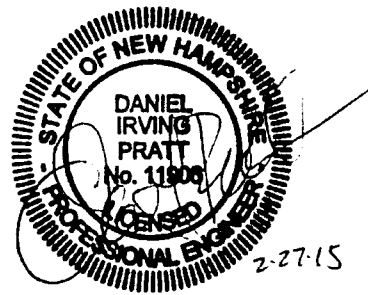
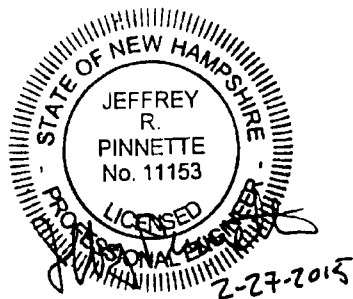
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**BIDDING AND CONTRACT REQUIREMENTS
AND SPECIFICATIONS**

FOR

**NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
WINNIPESAUKEE RIVER BASIN PROGRAM
MAIN ELELCTRICAL SYSTEMS UPGRADE
AT THE
FRANKLIN WASTEWATER TREATMENT PLANT
FRANKLIN, NEW HAMPSHIRE
SRF PROJECT No. CS-330203-09**

MARCH 2015



Prepared By:

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

**Phone: 207-725-8721
Fax: 207-729-8414**

TABLE OF CONTENTS

A. BIDDING REQUIREMENTS

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

B. CONTRACT

Notice of Award	B-1.1
Agreement	B-2.1
Payment Bond	B-3.1
Performance Bond	B-4.1
Notice to Proceed	B-5.1
Change Order	B-6.1
Certificate of Substantial Completion	B-7.1
Certificate of Final Completion	B-8.1
Contractor's Affidavit	B-9.1
Contractor's Release	B-10.1
American Iron and Steel Certification	B-11.1

C. GENERAL CONDITIONS

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

D. FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS

Table of Contents	D-1.1
Federal Provisions	D-2.1
Overall Payroll Certification	D-2.4
Nondiscrimination in Employment*	D-3.1
Federal Equal Employment Opportunity (Executive Order 11246)	D-4.1
Certification of Nonsegregated Facilities*	D-5.1
DBE Rule Program Requirements & Forms	D-6.1
American Iron and Steel 29 CFR 5.5(a)	D-7.1 Attachment A

SECTION TITLE

DIVISION 1 – GENERAL REQUIREMENTS

01010 Summary of Work
01045 Cutting, Coring and Patching
01050 Coordination
01070 Abbreviations & Symbols
01100 Alternates
01150 Measurement and Payment
01200 Project Meetings
01310 Construction Schedules
01320 Safety and Health Plan
01340 Submittals
01370 Schedule of Values
01380 Construction Photographs
01400 Quality Control
01500 Temporary Facilities and Controls
01562 Dust Control
01580 Project Identification and Signs
01630 Substitutions and Product Options
01710 Project Cleaning
01720 Project Record Documents

DIVISION 2 – SITE WORK

02050A Demolition
02110 Clearing and Grubbing
02115 Stripping and Stockpiling Topsoil
02200 Earthwork
02270 Temporary Erosion Control
02401 Dewatering
02485 Loaming & Seeding
02513C Bituminous Concrete Paving (New Hampshire)

DIVISION 3 – CONCRETE

03300 Cast-In-Place Concrete

DIVISION 4 - MASONRY

04200 Unit Masonry

DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry

DIVISION 7 - THERMAL & MOISTURE PROTECTION

07190 Vapor and Air Infiltration Barriers

07210 Building Insulation
07215 Spray Foam Insulation
07270 Firestopping
07310 Asphalt Shingles
07461 Vinyl Siding
07620 Sheet Metal Flashing and Trim
07900 Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08110 Steel Doors and Frames
08710 Finish Hardware

DIVISION 9 - FINISHES

09900 Painting

DIVISION 13 - SPECIAL CONSTRUCTION

13081 Seismic Restraints

DIVISION 15 - MECHANICAL

15092 Pipe Sleeves & Seals

DIVISION 16 - ELECTRICAL

16010 Electrical - General
16050 Basic Materials and Methods
16406 Low Voltage Switchboards
16408 Integrated TVSS Devices MCC-SWBD
16415 Automatic Transfer Switch
16445 Modifications to Existing MCC's
16450 Grounding
16500 Lighting
16721A Addressable Fire Alarm System
16900 Controls
16950 Testing Electrical Systems and Start-Up

END OF SECTION

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

Contract Plans and Specifications March 2015 and Addendum No. 1 dated March 25, 2015 are incorporated as part of Exhibit "B" by reference.

Attachment 1: Ewing Electrical, Inc. Bid, including Lump Sum Bid for Main Electrical System Upgrade (\$687,700) plus Cash Allowance (\$20,000) for fees to be charged by the PSNH (now Eversource) for work required to be done by the utility, the sum of which forms the basis of award:

Contractor Total Bid Price is \$707,700.00

Total Price Limitation includes Contract Total Bid Price plus 10% contingency:
\$707,700.00 + \$70,770 = \$778,470

Contractor Initials PEO
Date 4-13-15

BID

Proposal of Ewing Electrical Company, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Hampshire doing business as Corporation
(Corporation, Partnership, Individual)

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of Main Electrical System Upgrade at the Franklin Wastewater Treatment Plant in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

210 consecutive calendar days for substantial completion.

60 consecutive calendar days for final completion.

Liquidated damages will be in the amount of \$ 1000.00 for each calendar day of delay from the date established for substantial completion and \$ 1000.00 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1

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

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

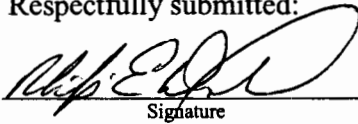
1. Name of Bidder. Ewing Electrical Co. Inc
2. Permanent Main Office address. 3 North Rd, Deerfield NH 03037
3. When organized? 8/30/88
4. Where incorporated? NH
5. Is bidder registered with the Secretary of the State to do business in New Hampshire? YES
6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any. 26
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company. electrical contractor, water + waste water treatment plants
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? (Yes) (No).
If so, where and why?
10. Have you ever defaulted on a contract? (Yes) (No).
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? (Yes) (No).
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. See attached
13. List your major equipment available for this contract. see attached d
14. List your key personnel such as Project Superintendent and foreman available for this contract.
Phil Dawson, Bruce Bronson, Jeff Martel
15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):
 - a. Electrical Subcontractor Ewing
 - b. Building Subcontractor Keymont or Apex

16. With what banks do you conduct business? TDBank, Thomas Polka, 603 229 5911

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

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

Respectfully submitted:


Signature

P.O. Box 370 Benfield NH 03037
Address

President
Title

4/1/15
Date

Philip E. Davidson Being duly sworn, deposes and says that he is

President of Ewing Electrical Co. Inc
(Name of Organization)

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

Sworn to before me this 1 day of April, 20 15


Notary Public

My commission expires 6/20/17

(Seal - If BID is by Corporation)

ATTEST: 

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following total bid:

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

BID SCHEDULE

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

BID SCHEDULE			
Item No.	Approximate Quantity	Brief Description of Item With Bid Price in Words	Amount In Figures
1	1 LS	Main Electrical System Upgrade, complete. The Sum of <u>Six hundred eighty seven thousand seven hundred dollars</u> Lump Sum (words)	\$ <u>687,700 -</u>
2	Cash Allowance	Fee charged by the PSNH to install the new electrical service, to remove the existing service and other work required to be done by the utility company. The Sum of <u>Twenty Thousand Dollars</u> Cash Allowance (words)	<u>\$20,000.00</u>

TOTAL BID: TOTAL OF ITEMS 1 THROUGH 2 ABOVE

Seven hundred seven thousand seven hundred dollars (\$ 707,700)
(Use Words) (Figures)

The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal

- DBE Subcontractor Utilization Form (EPA Form 6100-4)
- DBE Subcontractor Performance Forms (EPA Form 6100-3) **Submit one form for each DBE subcontractor**
- Bidder's **American Iron and Steel** acknowledgement

EXHIBIT "C"
SPECIAL CONDITIONS

There are no special provisions.

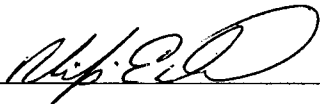
Contractor Initials PEO
Date 4-13-15

CERTIFICATE OF AUTHORITY

I, Philip E Davidson hereby certify that I am the sole member of the board of directors of Ewig Electric Co. Inc., Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

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 the company.

Signed: 
Date: 4-13-15

State of New Hampshire, County of Rockingham.

On this the 13 day of April 2015, before me Mary Crockett, the undersigned officer, personally appeared Philip E Davidson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Mary M Crockett, Notary
6/20/17

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 EWING ELECTRICAL CO., INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 30, 1988. 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 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2015

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Susan Gilman PHONE (A/C, No. Ext): (603) 224-2562 FAX (A/C, No.): (603) 224-8012 E-MAIL ADDRESS: sgilman@rowleyagency.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of Amer</td> <td></td> <td>001111</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co</td> <td></td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Prop Cas Co of Amer</td> <td></td> <td></td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of CT</td> <td></td> <td>001110</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Indemnity Co of Amer		001111	INSURER B: Travelers Indemnity Co		25658	INSURER C: Travelers Prop Cas Co of Amer			INSURER D: Travelers Indemnity Co of CT		001110	INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
INSURED Ewing Electrical Co., Inc. PO Box 370 Deerfield NH 03037-0370																						

COVERAGES **CERTIFICATE NUMBER:** 14/15 Cert **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual per CG0001(10/01) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CO1607P106TIA14	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1610P516-14-CNS	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP1841P816TIL14	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	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 checked="" type="checkbox"/> N/A		UB1613P6414-7-14 3A States: MA ME VT	10/25/2014	10/25/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater		CO1607P106TIA14	10/25/2014	10/25/2015	\$50,000 Limit of Liability \$75,000 Limit of Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Main Electrical System upgrade at the Franklin Wastewater Treatment Plant. Certificate holder is an additional insured on the general liability, auto liability and excess liability when required by written contract with named insured.

CERTIFICATE HOLDER NH Dept of Environmental Services 528 River Street PO Box 86 Franklin, NH 03235	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 Susan Gilman/SJG 

B-4.1

PERFORMANCE BOND #929581143

**KNOW ALL MEN BY THESE PRESENTS: that
EWING ELECTRICAL COMPANY, INC.**

(Name of Contractor)

P.O. Box 370, Deerfield, NH 03037-0370

(Address of Contractor)

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

and **WESTERN SURETY COMPANY**

(Name of Surety)

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

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

NH Department of Environmental Services, Winnepesaukee River Basin Program

(Name of Owner)

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

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of **SEVEN HUNDRED SEVEN
THOUSAND SEVEN HUNDRED AND NO/100THS** Dollars, \$ (**707,700.00**)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 15, a copy of which is hereto attached and made a part hereof for the construction of:
Main Electrical System Upgrade at the Franklin Wastewater Treatment Plant

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in 5 (FIVE) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 15.

ATTEST:

By: [Signature]
(Principal) Secretary
(SEAL)

EWING ELECTRICAL COMPANY, INC.
Principal

BY [Signature]
Phillip E. Davidson, President
(Address)
P.O. Box 370
Deerfield, NH 03037-0370

By: [Signature]
Witness as to Principal
3 North Rd #3
(Address)
Deerfield, NH

WESTERN SURETY COMPANY
(Surety)

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

BY [Signature]
Attorney - in - Fact
John P. Timmeny, Attorney-In-Fact
(Address)
AGENCY: P.O. Box 511
Concord, NH 03302-0511

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

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

B-3.1

PAYMENT BOND #929581143

**KNOW ALL MEN BY THESE PRESENTS: that
EWING ELECTRICAL COMPANY, INC.**

(Name of Contractor)

P.O. Box 370, Deerfield, NH 03070-0370

(Address of Contractor)

a **Corporation** _____, hereinafter called Principal,

(Corporation, Partnership or Individual)

and **WESTERN SURETY COMPANY**

(Name of Surety)

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

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

NH Department of Environmental Services, Winnepesaukee River Basin Program

(Name of Owner)

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

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors

and assigns, in the total aggregate penal sum of ~~SEVEN HUNDRED SEVEN THOUSAND~~ **SEVEN HUNDRED AND NO/100THS** Dollars,

(\$ 707,700.00) in lawful money of the United States, for the payment of which sum well and

truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

20 15 , a copy of which is hereto attached and made a part hereof for the construction of:

WRPB Main Electrical Systems Upgrade at the Franklin Wastewater Treatment Plant

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

B-3.2

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

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

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

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

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

B-3.3

IN WITNESS WHEREOF, this instrument is executed in 5 (FIVE) counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 15.

ATTEST:

By: [Signature]
(Principal) Secretary
(SEAL)

EWING ELECTRICAL COMPANY, INC.

Principal
BY [Signature]
Phillip A. Davidson, President
(Address)
P.O. Box 370
Deerfield, NH 03070-0370

By: [Signature]
Witness as to Principal
91 Ridge Rd.
(Address)
Deerfield, NH - 03037

WESTERN SURETY COMPANY
(Surety)

ATTEST:
By [Signature]
Witness as to Surety

BY [Signature]
Attorney - in - Fact
John P. Timmeny, Attorney-In-Fact
(Address)

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

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

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel E Church, Paula J Cantara, Bruce H Langley, William Ver Planck, John T Whiting, John P Timmeny, Michael P O'Brien, Ryan M Stevens, Christine M Hosmer, Cary S Chapin, Individually

of Concord, NH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of July, 2013.



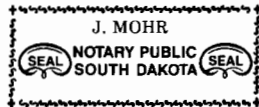
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary