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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

October 24, 2015

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain (Department) to enter into a **RETROACTIVE** contract amendment with Lakes Region Environmental Contractors, Inc. (VC #174288), Belmont, NH by extending the contract completion date to June 30, 2016 from the original contract completion date of November 1, 2015 for the Cannon Mountain Maintenance Garage Fuel Tank Piping and Pump(s) Upgrades at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council. No additional funding is involved in this time extension. The original contract was approved by the Governor and Executive Council on September 16, 2015, Item #52. **100% Cannon Mountain Capital Improvement Fund**

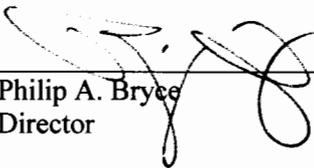
EXPLANATION

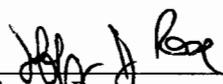
In September 2015, the Governor and Executive Council approved a contract with Lakes Region Environmental Contractors, Inc. to provide the Cannon Mountain Maintenance Garage Fuel Tank Piping and Pump(s) Upgrades at Cannon Mountain and Franconia Notch State Park. The project is being monitored and coordinated with the New Hampshire Department of Environmental Services (DES) and was originally scheduled for completion by November 1, 2015. However, while DES permits required for this project were filed appropriately, the permits will not be issued in time to complete the work before winter operations. Pushing the completion date out to the end of the State Fiscal Year will provide more than sufficient time to complete the work without interfering with winter operations. Unfortunately, the decision to extend the project was not made timely enough in order to seek Governor and Executive Council approval prior to the original contract expiration date and the Department finds it necessary to seek retroactive approval of this contract amendment now.

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

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

Amendment of P-37 Contract Agreement

The Department of Resources and Economic Development and Lakes Region Environmental Contractors, Inc. hereby mutually agree to amend the contract for the Cannon Mountain Maintenance Garage Fuel Tank Piping and Pump(s) Upgrade at Cannon Mountain and Franconia Notch State Park, originally approved by the Governor and Executive Council on September 16, 2015, Item #52, with a completion date of November 1, 2015, as follows:

1. Amend Exhibit B, Contract Term, by extending the completion date to June 30, 2016 from November 1, 2015;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

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

Lakes Region Environmental Contractors, Inc.



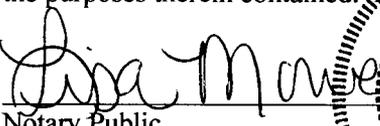
Roy Creley, Vice President

Oct. 7, 2015

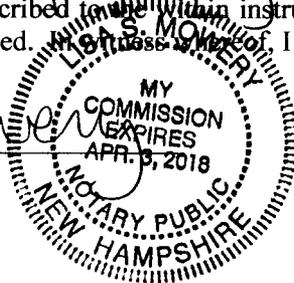
Date

STATE OF
COUNTY OF

On this the 7 day of Oct, before me LISA Mowery, the undersigned officer, personally appeared Roy Creley, 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 the presence of~~ I hereunto set my hand and official seal:



Notary Public



My Commission Expires:

Department of Resources and Economic Development

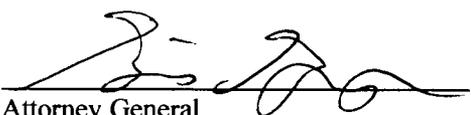


Jeffrey J. Rose, Commissioner

11/13/15

Date

Approved as to form, substance and execution:



Attorney General

11/30/15

Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION ENVIRONMENTAL CONTRACTORS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 22, 1993. 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 5th day of August, A.D. 2015



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, John Paradise, President of Lakes Region Environmental Contractors, Inc., hereby certify that I am the President of the Lakes Region Environmental Contractors, Inc. and was Acting Secretary at a meeting of the stockholders and directors of the corporation in Gilmanton, New Hampshire on, October 7, 2015 at which meeting all of the stockholders and directors of the corporation were present, and notice was waived, and that the following resolutions were passed by unanimous vote:

VOTED: John J. Paradise, President and A. Roy Creley, Vice President of Lakes Region Environmental Contractors, Incorporated, are hereby authorized to sign any documentation that either agree is in the best interest of the company.

I hereby certify that said vote has not been amended or repealed and remain in full force and affected of October 7, 2015, and that Roy Creley is the duly elected Vice President of this corporation.

Attest:

John Paradise; President/Acting Secretary

October 7, 2015
Date

The forgoing instrument was acknowledged before this 7th day of October, 2015 by John Paradise. The President and Roy Creley, the Vice President, both of Lakes Region Environmental Contractors, on the behalf of the company.

Notary Public



My Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2015

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: Claudia Coleman PHONE (A/C No. Ext): (800) 937-0704 FAX (A/C No.): (603) 669-6831 E-MAIL ADDRESS: ccoleman@infantine.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Star Indemnity & Liability Co	
		INSURER B: Ohio Security Ins Co	
		INSURER C: Federal Insurance Co.	
		INSURER D: Great American Ins. Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 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 SUBR (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1000065217151	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA956350859	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000336754151	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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 Y N/A	Coverage A States: CT, FL, GA, MA, ME, NH, NY, VT 004472762302	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater Bailees		02IM5234001	11/1/2015	11/1/2016	Deductible \$1,000 250,000 Deductible \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade at Cannon Mountain, Franconia NH.

CERTIFICATE HOLDER Nicole.Natti@dred.nh.gov State of New Hampshire Dept of Resources and Economic Development Att: Seth Prescott 173 Pembroke Rd Concord, NH 03301	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/CC2
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Item # 52 9/16/15

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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

August 25, 2015

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into a contract with Lakes Region Environmental Contractors, Inc. (VC #174288), Belmont, NH in the amount of \$91,755 for the Cannon Mountain Maintenance Garage Fuel Tank Piping and Pump(s) Upgrade at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council approval through November 1, 2015. **100% Capital Funds**

Funding is available as follows:

FY 2016

03-35-35-350030-31320000	
RSA 12-A:29-B Cannon Capital Improvement	
034-500162 Capital Projects	\$91,755

EXPLANATION

The Energy Policy Act of 2005, introduced by the Environmental Protection Agency (EPA) under President Bush, mandated new Federal Underground Storage Tank (UST) regulations by way of changes to both the UST program and in technologies with an emphasize on properly operating and maintaining equipment to improve environmental protection. In review of these new regulations, Cannon Mountain's Maintenance Garage Fuel Dispensing System is out of compliance. In order to bring the system into compliance, the supply piping and other ancillary system parts must be upgraded. Operational deficiencies such as dispensing system piping, leak detection and tank level monitoring, venting and apron size have also been identified for upgrades. Finally, due to their age and functionality, the existing fuel pumps will be replaced while the other major repairs are achieved. The project is to be monitored and coordinated with the New Hampshire Department of Environmental Services for completion by November 1, 2015.

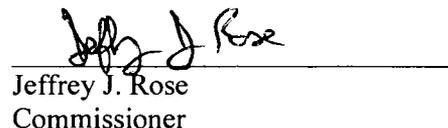
On June 12, 2015, an invitation to submit bids for "Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade" was advertised and distributed on the Department of Administrative Services and several construction summary websites. Two (2) companies submitted bid proposals by the closing date of June 30, 2015 and Lakes Region Environmental Contractors, Inc. was subsequently selected as the low-bid contractor for this project. A scoring summary is attached for review.

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

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

SNH-L J-PARKS-CANNON // RFB SCORING - Maint Garage Fuel T. Pipe/Pump Upgrade
 Project timeframe is Fall/Winter 2015

/2015

Purpose - To summarize results of bidding.

Scoring Factors	Cost 22 x 4 = 88		42 x 4 = 168		36 x 4 = 144		Total 400	% Score
Bidder Name	Cost	Scores	Knowledge	Quality of Resp	Total			
Jesse E. Lyman, Inc.	\$109,613	14, 16, 13, 15	42, 42, 40, 42	36, 36, 36, 36	368/400			92.00%
Lakes Region Enviro.	\$91,755	22, 22, 22, 22	40, 41, 40, 42	32, 33, 32, 35	383/400			95.80%

Criteria for Proposal Evaluation

- ICC licensed and demonstrated knowledge of staff members assigned to project (42%)
- Quality of response to this RFB to demonstrated ability and capability to perform (36%)
- Project Cost (22%)

Review Team

John DeVivo, General Manager @ Cannon/FNSP	Lyman (15 + 36 + 42 = 93) // LRE (22 + 35 + 42 = 99)
George Lemerise, Mountain Operations & Risk Manager @ Cannon/FNSP	Lyman (16 + 36 + 42 = 94) // LRE (22 + 33 + 41 = 96)
Jeff Porter, Facility Manager @ Cannon	Lyman (13 + 36 = 49) // LRE (22 + 32 = 40 = 94)
Darrel Dietlein, Electronics Technician @ Cannon	Lyman (14 + 36 = 42 = 92) // LRE (22 + 32 + 40 = 94)

Overall Summary

Put out to bid June 12 / Received-Closed June 30 / Scored July 7th / Bid Tabulation July 13 / Awarded July 13

The review team felt that both companies offered an excellent package based upon our estimates after review, and that while Lyman edged LRE in the scoring area of demonstrated knowledge of assigned team members toward project and won handily in the area of overall presentation, LRE outbid (under-bid) Lyman by nearly \$18,000 (16.3%) and has a very solid working knowledge of Cannon Mountain's infrastructure, and specifically of the area and project in question.

Project was put out to bid via State Purchasing site, in addition to the Construction Summary and BidClerk websites.

Cannon was contacted by these two primary bidders and fielded several other soft inquiries; one bidder visited the site for a pre-bid meeting, while the other bidder was already amply familiar with the worksite in question; a total of two bids were submitted and scored.

Summary Criteria

Lakes Region Environmental Bid Tabulation 2015 (2).xls

SNH-DRED-P : ANNON // RFB SCORING - Maint Garage Fuel Tank Pipe/Pump Upgrade
 Project time: s Fall/Winter 2015

Scope of Services

Franconia Notch State Park/Cannon Mt seeks a qualified contractor to provide all excavation to upgrade/replace the existing fuel dispensing system piping, leak detection & tank level monitoring systems, fuel pumps and concrete apron and provide backfill and site restoration;
 All engineering, drawings, stamps and submittals to NH Department of Environmental Services (NH DES) for construction approval;
 All as-built drawings of UST & piping locations;
 NHDES closure report, piping trench field screening samples and composite trench samples

Work Products

- Remove existing roof structure over existing fuel pumps;
- Remove and dispose of old fuel pumps off site;
- Demolish and remove existing concrete fuel station pad and dispose of demolition byproducts;
- Provide ALL on-site excavation required for tank upgrades and trenching between tank and fuel pump location (existing tank depth is 60");
- Stage excavated material at an on-site location designated by State personnel;
- Provide clean fill (per manufacturer specifications) appropriate for pipe runs, dispenser sump and top of tank;
- Install 1 1/2" APT double-wall flexible fuel product piping with 4" APT duct piping around the product piping from tank top to dispenser sumps, new tank risers and pipe venting in accordance with ALL applicable state, national and industry codes;
- Supply and install two deep ATP burial sumps to be installed on tank tops and two ATP dispenser pumps below each pump allowing interstitial probes to be placed within the sump environment;
- Supply and install new Burcco steel island form (3' x 10' x 9") and two steel bollards for island form corners;
- Supply and install vent piping with 2" Ameron FRP piping in new vent location with new flex connectors and vent Risers;
- Remove existing sub-grade ball valves and replace with new ball valves located inside tank top sumps;
- Supply & install two new Wayne-Reliance DWG 6201 P2TAGJKA, single suction, single hose automated fuel pumps with associated mechanical connections and electrical wiring;
- Supply and install new manholes at grade for vent risers;
- Supply and install new 5 gallon double-wall spill containment manholes with new 6" galvanized fill risers;
- Supply & install an OPW PV 100, keypad entry Fuel Management System;
- Supply & install a new Omnitec OEL 8000ii leak detection/monitoring & level monitoring system with its associated integrated system connections, ALL electrical materials, including tank sensors, probes and wiring;
- Construct and provide ALL 5000psi concrete, forms and materials for installation of new fueling apron having approximate dimensions of 18' wide x 23' long x 8" deep (based on existing maximum extension of pump hoses);
- Apron will be rebar and wire-mesh reinforced, suitable for Snow Cat traffic and containing a positive limiting barrier groove around the three outer sides of the concrete apron;
- Reuse existing OPW61 SOC spill tube and diesel drops. New upper tube assemblies may be required;
- Supply and install new top tubes where needed;
- Provide ALL engineering, drawings, stamps and submittals to NH Department of Environmental Services (NH DES) for construction approval;
- Communicate/coordinate with NH DES regarding plan approval, backfill permitting, provide testing /documentation for new fuel system and obtain final permit to operate;
- Provide daily on-site project oversight to ensure safety, conformity to plans, coordination with NH DES and timely project completion

Bidder	Contract Bid	Contract Price
Jesse Lyman, Inc.	\$109,613	\$109,613
Lakes Region Environmental	\$91,755	\$91,755

Bids

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:

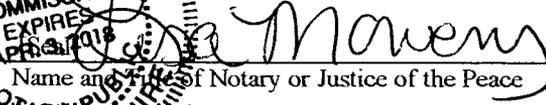
GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resource & Economic Development		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name Lakes Region Environmental, Inc.		1.4 Contractor Address PO Box 1236, Belmont NH 03220	
1.5 Contractor Phone Number 603-267-7000	1.6 Account Number 30-31320000-034	1.7 Completion Date November 1, 2015	1.8 Price Limitation \$91,755.00
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roy Creley, Vice President	

13 Acknowledgement: State of New Hampshire County of Belknap

On August 3, 2015, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated.

Signature of Notary Public or Justice of the Peace


13 Name and Title of Notary or Justice of the Peace
 Notary

1.14 State Agency Signature Date:	1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner
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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: 9/13/15

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.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RL
Date 8/3/15

Agreement. This provision shall survive termination of this Agreement.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION**

Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade

EXHIBIT A

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with all labor required for the Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade at Cannon Mountain, Franconia NH. The project is scheduled to be completed by November 1, 2015. The Contractor requires receipt of, and the following scope of work:

- a) Remove existing roof structure over existing fuel pumps;
- b) Remove and dispose of old fuel pumps off site;
- c) Demolish and remove existing concrete fuel station pad and dispose of demolition byproducts;
- d) Provide ALL on-site excavation required for tank upgrades and trenching between tank and fuel pump location (existing tank depth is 60");
- e) Stage excavated material at an on-site location designated by State personnel;
- f) Provide clean fill (per manufacturer specifications) appropriate for pipe runs, dispenser sump and top of tank;
- g) Install 1 ½" APT double-wall flexible fuel product piping with 4" APT duct piping around the product piping from tank top to dispenser sumps, new tank risers and pipe venting in accordance with ALL applicable state, national and industry codes;
- h) Supply and install two deep ATP burial sumps to be installed on tank tops and two ATP dispenser pumps below each pump allowing interstitial probes to be place within the sump environment;
- i) Supply and install new Burteo steel island form (3' x 10' x 9") and two steel bollards for island form corners;
- j) Supply and install vent piping with 2" Ameron FRP piping in new vent location with new flex connectors and vent risers;
- k) Remove existing sub-grade ball valves and replace with new ball valves located inside tank top sumps;
- l) Supply and install two new Wayne-Reliance DWG 6201 P27AGJKA, single suction, single hose automated fuel pumps with associated mechanical connections and electrical wiring;
- m) Supply and install new manholes at grade for vent risers;
- n) Supply and install new 5 gallon double-wall spill containment manholes with new galvanized fill risers;
- o) Supply and install an OPW PV 100, keypad entry Fuel Management System;
- p) Supply and install a new Omntec OEL 8000ii leak detection/monitoring and level monitoring system with its associated integrated system connections, ALL electrical materials, including tank sensors, probes and wiring;
- q) Construct and provide ALL 5000psi concrete, forms and materials for installation of new fueling apron having approximate dimensions of 18' wide x 23' long x 8" deep (based

on existing maximum extension of pump hoses). Apron will be rebar and wire-mesh reinforced, suitable for Snow Cat traffic and containing a positive limiting barrier groove around the three outer sides of the concrete apron;

- r) Reuse existing OPW61 SOC spill tube and diesel drops. New upper tube assemblies may be required;
- s) Supply and install new top tubes where needed;
- t) Provide ALL engineering, drawings, stamps and submittals to NH Department of Environmental Services (NH DES) for construction approval;
- u) Communicate/coordinate with NH DES regarding plan approval, backfill permitting, provide testing /documentation for new fuel system and obtain final permit to operate;
- v) Provide daily on-site project oversight to ensure safety, conformity to plans, coordination with NH DES and timely project completion.

EXHIBIT B

Contract Price

Total contract shall not exceed: \$91,755.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by Cannon's project manager.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of November 1, 2015.

EXHIBIT C

There are no additional or special provisions in this contract.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION ENVIRONMENTAL CONTRACTORS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 22, 1993. 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 5th day of August, A.D. 2015



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

William M. Gardner
Secretary of State



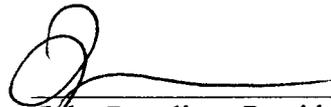
CERTIFICATE OF VOTE

I, John Paradise, President of Lakes Region Environmental Contractors, Inc., hereby certify that I am the President of the Lakes Region Environmental Contractors, Inc. and was Acting Secretary at a meeting of the stockholders and directors of the corporation in Gilmanton, New Hampshire on, December 8, 2014 at which meeting all of the stockholders and directors of the corporation were present, and notice was waived, and that the following resolutions were passed by unanimous vote:

VOTED: John J. Paradise, President and A. Roy Creley, Vice President of Lakes Region Environmental Contractors, Incorporated, are hereby authorized to enter into contract agreements that either agree is in the best interest of the company.

I hereby certify that said vote has not been amended or repealed and remain in full force and affected of December 8, 2014, and that Roy Creley is the duly elected Vice President of this corporation.

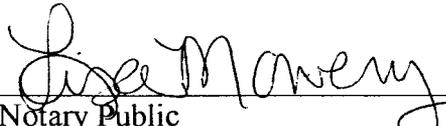
Attest:



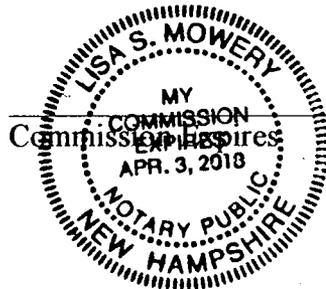
John Paradise, President/Acting Secretary

July 23, 2015
Date

The forgoing instrument was acknowledged before this 23rd day July, 2015 by Roy Creley, the Vice President of Lakes Region Environmental Contractors, on the behalf of the company.



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2015

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: Claudia Coleman	
	PHONE (A/C No. Ext): (603) 669-0704	FAX (A/C No.):
	E-MAIL ADDRESS: ccoleman@infantine.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Lakes Region Environmental Contractors, Inc. P.O. Box 1236 Belmont NH 03220	INSURER A: Star Indemnity Company	
	INSURER B: Liberty Mutual Insurance Co	23043
	INSURER C: Federal Insurance Co.	
	INSURER D: Great American Inc. Co	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2014-2015 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			1000065217141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$			
B	VEHICLE LIABILITY			BAS56350859	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			10000336243141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Coverage A States: CT, FL, GA, MA, ME, NH, NY, VT 004472762301	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			02IM5234001	8/1/2014	11/1/2015	Deductible \$1,000 250,000
	Bailees						Deductible \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade at Cannon Mountain, Franconia NH.

CERTIFICATE HOLDER Nicole.Natti@dred.nh.gov State of New Hampshire Dept of Resources and Economic Developmen Att: Seth Prescott 173 Pembroke Rd Concord, NH 03301	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/CC1