



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



February 14, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services Dam Bureau (DES) to execute a **sole source** amendment to the Agreement (PO# 7001156) with United Construction Corporation, Newport, NH (Vendor Code #154315), by increasing the contract amount by \$15,000 to \$21,000 from \$6,000, for the disposal of demolition debris resulting from the reconstruction of Wendell Marsh Dam (NH Dam #229.15) in Sunapee, New Hampshire, effective upon Governor & Council approval. In addition, DES is requesting that the Agreement be extended from December 31, 2014 to June 30, 2015. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2014</u>
03-44-44-442030-1294-034-500161	\$ 15,000
Capital Appropriation 13-195:1:VI-A, Dam Repairs and Reconstruction	

EXPLANATION

The reason for this **sole source** amendment is that original estimates of the amount of demolition debris to be generated for the reconstruction of Wendell Marsh Dam resulted in an expected not-to-exceed cost of \$6,000 based on rates submitted by United Construction Corporation for the Agreement. During construction, portions of the dam that were thought to be in fair shape have been shown to be structurally compromised. Therefore, the scope of the project has expanded to include removal of additional portions of concrete. The current engineer's estimate based on the best available information includes an additional 400 cubic yards of concrete that will have to be removed from the site. Due to the nature of excavation activities at existing dams, we have increased this number by 50% (to 600 tons) to reflect the possibility that the structurally compromised concrete extends deeper than expected, or that other unacceptable fill materials, such as large rocks, are encountered. This results in an increased cost of \$15,000 for debris disposal, for a total not-to-exceed amount of \$21,000. DES will only pay for the actual tonnage disposed, which will be priced at \$25 per ton disposed, per the Agreement with United Construction.

DES established the original Agreement with United Construction Corporation via internal contract. The Agreement was based on bids solicited from four businesses that provide demolition debris disposal services. The comparison of bids and justification for the selection of United Construction Corporation is documented in the attached copy of the Agreement. DES will be obtaining the aggregate needed for the project from United Construction Corporation under an existing approved state contract with United Construction Corporation.

The New Hampshire Fish and Game Department owns Wendell Marsh Dam. DES is reconstructing this dam to comply with Dam Safety regulations and to improve the operability of the dam by installing two new gates. The reconstruction requires the demolition and removal of portions of the existing concrete dam that have fallen into disrepair, as well as other portions required for the new gate installation. Additionally, approximately 30 trees

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

must be removed from the area to comply with Dam Safety requirements, and the stumps of these trees must be disposed of.

In addition, DES further requests that the Agreement be extended from December 31, 2014 to June 30, 2015. The severe cold temperatures and wetter-than-normal winter of 2013-2014 have slowed the progress of construction at this site. Because the work to reconstruct Wendell Marsh Dam is concrete work, it is an option for the winter construction season. In addition, winter flows are typically easier to manage on construction projects that require coffer dams and other water diversion. It is possible that a portion of the construction will have to be scheduled during the winter of 2014-2015 if conditions do not improve significantly during the current winter construction season. To accommodate this possibility, DES is requesting that the agreement be extended from December 31, 2014 to June 30, 2015.

This Amendment has been reviewed and approved by the Attorney General's Office as to form and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

**AMENDMENT #1
TO
CONTRACT
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL SERVICES (DES)
AND
UNITED CONSTRUCTION CORPORATION**

DISPOSAL SERVICES – CONCRETE AND CONSTRUCTION MATERIALS

WHEREAS the New Hampshire Fish and Game Department owns Wendell Marsh Dam, and the DES Dam Bureau is responsible for reconstruction and maintenance of this dam.

WHEREAS DES is reconstructing several concrete portions of Wendell Marsh Dam and maintaining parts of the earth embankment to comply with Dam Safety regulations and improve the operability of the dam, including the excavation and removal of concrete, rock and tree stumps.

WHEREAS the State of New Hampshire has entered into an Agreement with United Construction Corporation in the amount of \$6,000.00 for disposal services for concrete and tree stumps as required for the reconstruction of Wendell Marsh Dam, a state-owned dam reconstruction project effective November 15, 2013 through December 31, 2014.

WHEREAS the scope of work to repair and reconstruct the concrete on the Wendell Marsh Dam has increased due to the discovery during construction that portions of concrete originally believed to be structurally sound need to be removed and reconstructed, and necessary repairs and reconstruction will include disposal of an additional 600 tons of debris at the rate specified in the Agreement (\$25 per ton), which will result in a need for an additional \$15,000.

WHEREAS the State of New Hampshire wishes to extend the price limitation of the contract from \$6,000 to \$21,000 to accommodate the disposal of additional debris generated by the repair and reconstruction of Wendell Marsh Dam.

WHEREAS the State of New Hampshire wishes to extend the end date of the Agreement from December 31, 2014 to June 30, 2015 to allow for additional work to be completed using this contract.

NOW THEREFORE, amend the original Agreement between the State of New Hampshire and United Construction Corporation, Inc. as approved by an internal contract on November 15, 2013, as Purchase Order #7001156, in the following manner:

Change Section 1.7 of the Agreement (Completion Date) to June 30, 2015.

Change Section 1.8 of the Agreement (Price Limitation) to \$21,000.

Revise Exhibit B of the Agreement to read: "The rate per ton of debris delivered for this contract will be \$25.00. DES agrees to pay the invoices as submitted by the Contractor. Total charges to this contract shall not exceed \$21,000."

All other conditions outlined in the contract shall remain in effect.

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

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

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

UNITED CONSTRUCTION CORPORATION.

By: Christine Skarin
Christine Skarin, Corporate Secretary

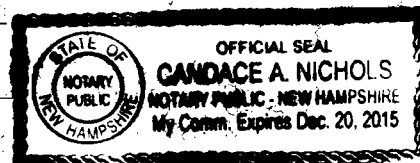
STATE OF NEW HAMPSHIRE
COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 28 day of JAN, 2014, by Christine Skarin.

Candace A. Nichols
Notary Public/Justice of the Peace

Printed Name: Candace A. Nichols

Commission Expires: 12-20-2015

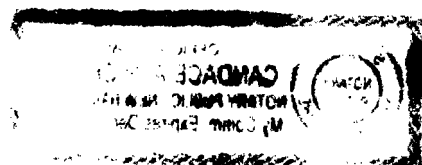


Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 2-21-14 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____



**UNITED
CONSTRUCTION CORPORATION**

P.O. BOX 48 • NEWPORT, NEW HAMPSHIRE 03773

(603) 863-1240 • FAX (603) 863-7399

CERTIFICATE TO VOTE

I, Cary L. Whipple, hereby certify that I am duly elected Vice President of United Construction Corporation.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 27, 2014 at which a quorum of the board was present and voting.

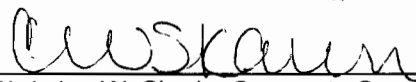
VOTED:

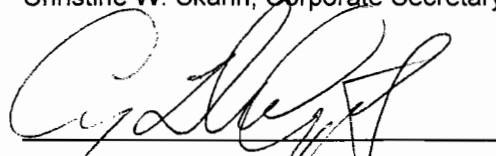
That Christine W. Skarin, Corporate Secretary; be authorized to execute contracts and bonds in the name of and on behalf of the Company.

I hereby certify that said vote has not been amended or repealed and remained in full force and effect as of January 27, 2014 and that Cary L. Whipple is duly elected Vice President and Christine Skarin is duly elected Corporate Secretary of the Corporation.

Date: 1/27/14

Attest:


Christine W. Skarin, Corporate Secretary


Cary L. Whipple, Vice President

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 UNITED CONSTRUCTION CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 12, 1960. 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 31st day of January, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2013

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: Yvette Fanaras PHONE (A/C No. Ext): (603) 669-0704 E-MAIL ADDRESS: yvette@infantine.com FAX (A/C No.): 603-669-6831	
INSURED United Construction Corporation P.O. Box 48 Newport NH 03773		INSURER(S) AFFORDING COVERAGE INSURER A: Netherlands Insurance INSURER B: Granite State Workers Comp Mfg INSURER C: Peerless Insurance INSURER D: Acadia Insurance INSURER E: INSURER F:	
		NAIC # 24198	

COVERAGES**CERTIFICATE NUMBER:** 2013/2014**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			CBP9193065	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
C	AUTOMOBILE LIABILITY			BA9193667	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	UMBRELLA LIAB	☒	OCCUR	CU9197567	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED ☒	RETENTION \$	0				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0120140000228	1/1/2014	1/1/2015	☒ WC STATUTORY LIMITS ☒ OTHER
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				
C	Workers Compensation Officers Excluded			WC8808078	10/1/2013	10/1/2014	EL Each Accident 500,000 EL Disease - Policy Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Wendell Marsh Dam Work

Stored Materials @ 58 Bald Mtn Road

CERTIFICATE HOLDER**CANCELLATION**

brian.desfosses@des.nh.gov State of NH Department of Environmental Service, Sam PO Box 95 29 Hazen Drive Concord, NH 03302-0095	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 Jim Harrison/BYM
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

DES ACCOUNTING



PO 7001156

November 4, 2013

NOV 21 2013

RECEIVED

Thomas S. Burack, Commissioner
New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services Dam Bureau (DES) to enter into an Agreement with United Construction Corporation, Newport, NH (Vendor Code #154315), in an amount not to exceed \$6,000.00 for the disposal of demolition debris resulting from the reconstruction of Wendell Marsh Dam (NH Dam #229.15) in Sunapee, New Hampshire, effective upon your approval through December 31, 2014. 100% Capital (General) Funds.

Funding is available in the account as follows:

03-44-44-442030-1294-034-500161

Capital Appropriation 13-195:1:VI-A, Dam Repairs and Reconstruction

WU 2106795
RQ142968
FY 2014
\$ 6,000

EXPLANATION

The New Hampshire Fish and Game Department owns Wendell Marsh Dam. DES is reconstructing this dam to comply with Dam Safety regulations and to improve the operability of the dam by installing two new gates. The reconstruction requires the demolition and removal of portions of the existing concrete dam that have fallen into disrepair, as well as other portions required for the new gate installation. Additionally, approximately 30 trees must be removed from the area to comply with Dam Safety requirements, and the stumps of these trees must be disposed.

DES will be obtaining the aggregate needed for the project from United Construction Corporation under United Construction's State Contract. United Construction is located in Newport, New Hampshire, 2.5 miles from the Wendell Marsh Dam site. United Construction has proposed accepting and recycling the concrete debris and stumps from this project at a cost of \$25 per ton. In addition, United Construction has proposed to take delivery of 600 feet of 4-foot-diameter pipe, which DES is procuring for the diversion of the Sugar River during reconstruction of the dam, and load that pipe onto DES trucks when needed, all at no additional cost to DES. Because of the limited area at the Wendell Marsh Dam site, there is no room to take delivery and store the pipe at the site. By providing this service, United Construction would be saving DES the significant costs of having this pipe delivered to DES's Sewalls Falls facility in Concord and having it loaded and transported in multiple truck trips to the Wendell Marsh Dam site, over 38 miles away.

To determine if it is cost effective to dispose of the debris at United Construction, DES obtained the unit costs for disposal of concrete debris and tree stumps at the following three other facilities in New Hampshire: Brox Industries in Hooksett, Environmental Resource Return Corporation (ERRCO) in Epping, and Turnkey Landfill in Rochester. With these unit costs, DES computed a total unit cost for disposal at each facility per load, including personnel, fuel and equipment costs associated with transporting the debris to each facility. The cost analysis, including assumptions, is provided in the attached calculation sheet. As shown in the cost analysis, United

DES Web Site: www.des.nh.gov

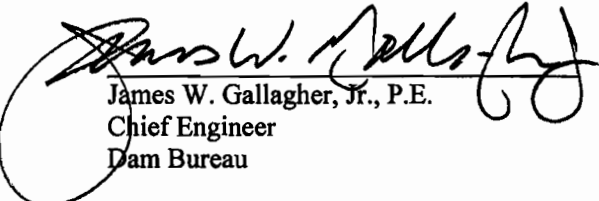
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

Thomas S. Burack
November 4, 2013
Page 2 of 2

Construction is the least cost alternative for the disposal of both the concrete debris and the stumps from the reconstruction of the Wendell Marsh Dam. Based on this analysis, DES proposes to contract with United Construction for the disposal of concrete debris and stumps generated by the reconstruction of Wendell Marsh Dam.

DES estimates that the reconstruction of Wendell Marsh Dam will generate a maximum of 220 tons of concrete debris and 20 tons of tree stumps. The disposal of this material at \$25 per ton results in an estimated cost of \$6,000. The not-to-exceed cost of this contract is \$6,000, but actual expenditures will be based on the total final tonnage of debris delivered to United Construction.

We respectfully request your approval.



James W. Gallagher, Jr., P.E.
Chief Engineer
Dam Bureau

CALCULATION SHEET

All calculations assume the following:

- Personnel Costs are based on the average hourly cost of a member of the DES Dam Construction Crew, including salary and benefits, which equals **\$32.22/hr for straight time, with benefits.**
- Average diesel cost = \$3.50 per gallon. DES dump trucks average between 4.21 and 4.76 miles per gallon (mpg) of fuel. For these calculations 4.50 mpg as assumed, which equates to \$0.778/mile in fuel costs for a dump truck.
- Including insurance, maintenance, and repairs, as well as fuel, the average operating cost for a dump truck is **\$1.75/mile**
- DES can safely haul 16 tons per load of concrete and 2 tons per load of stumps.

Unit costs were received as follows:

United Construction:	\$25/ton for stumps (\$50/load);	\$25/ton for concrete debris (\$400/load);
Turnkey Landfill:	Does not take stumps;	\$72.6/ton for concrete debris (\$1161.6/load);
ERRCO:	\$10.35/ton for stumps (\$20.70/load);	Does not take concrete debris
Brox Industries:	\$60/load for stumps (\$60/load);	\$12/ton for concrete debris (\$192/load);

TOTAL UNIT COSTS PER LOAD FOR DISPOSAL:

A. Concrete Disposal

<u>BIDDER</u>	<u>LOCATION</u>	<u>DISTANCE(mi)</u>	<u>TRAVEL(Hr)</u>	<u>\$ (mi)</u>	<u>\$(Time)</u>	<u>\$/load)</u>	<u>\$Total per load</u>
1. UNITED CONSTRUCTION	NEWPORT	5 mi (2-way)	0.17 Hr (2-way)	\$8.75	\$5.48	\$400	\$414.23
2. TURNKEY LANDFILL	ROCHESTER	150 mi (2-way)	3.67 Hr (2-way)	\$262.50	\$118.17	\$1161.60	\$1542.27
3. BROX INDUSTRIES	HOOKSETT	100 mi (2-way)	2.0 Hr (2-way)	\$175.00	\$64.44	\$192	\$431.44

B. Stump Disposal

1. UNITED CONSTRUCTION	NEWPORT	5 mi (2-way)	0.17 Hr (2-way)	\$8.75	\$5.48	\$50.00	\$ 64.23
2. ERRCO	EPPING	150 mi (2-way)	3.0 Hr (2-way)	\$262.50	\$96.60	\$20.70	\$ 379.80
3. BROX INDUSTRIES	HOOKSETT	100 mi (2-way)	2.0 Hr (2-way)	\$175.00	\$64.44	\$60.00	\$ 299.44



Subject:

Disposition of debris from the reconstruction of Wendell Marsh Dam

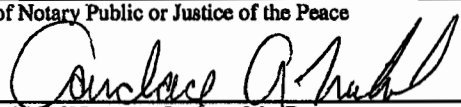
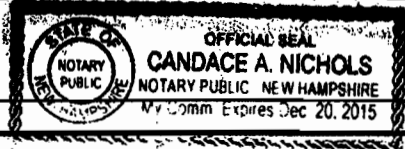
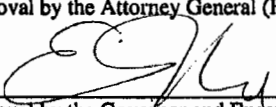
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address PO Box 95 - 29 Hazen Drive	
1.3 Contractor Name United Construction Corp.		1.4 Contractor Address 250 North Main Street, Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-1240	1.6 Account Number 1294-034-500161	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$6,000.00
1.9 Contracting Officer for State Agency Brian A. Desfosses, P.E.		1.10 State Agency Telephone Number (603) 271-8871	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine W. Skarin, Corporate Secretary	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Sullivan</u> On <u>Oct 30 2013</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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Candace A. Nichols</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11-15-13</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.

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

Scope of Services

The intent of this contract is to provide final disposition of demolition debris from the Wendell Marsh Dam demolition in Sunapee. United Construction Corp. will accept and process debris delivered to their facility by Dam Bureau staff. United Construction Corp. will supply documentation of the weight in tons of each load of debris delivered by the Dam Bureau.

Exhibit B

Contract Price and Method of Payment

The rate per ton of debris delivered for this contract will be \$25.00. DES agrees to pay the invoices as submitted by the Contractor. Invoices are subject to the approval of the Contract Officer before payment is processed. Total charges to this contract shall not exceed \$6,000.00.

Exhibit C

Special Provisions

No special provisions.

CERTIFICATE OF VOTE

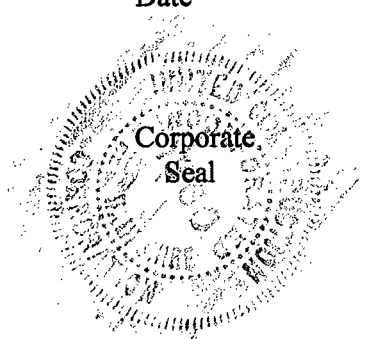
At a duly authorized meeting of the Board of Directors of // (the "Company"), held // it was VOTED that Christine Skarin, the Corporate Secretary of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Christine Skarin is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

10/31/13
Date

C Skarin
Clerk Corp. Sect.

Corporate
Seal





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2013

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: Yvette Fanaras PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No): 603-669-6831 E-MAIL ADDRESS: yvette@infantine.com
INSURED United Construction Corporation P.O. Box 48 Newport NH 03773	INSURER(S) AFFORDING COVERAGE INSURER A: Netherlands Insurance NAIC # 24198 INSURER B: Granite State Workers Comp Mfg INSURER C: Peerless Insurance INSURER D: Acadia Insurance INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2013/2014 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					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR		CBP9193065	10/1/2013	10/1/2014	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
C	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS		BA9193667	10/1/2013	10/1/2014	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
C	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$		CU9197567	10/1/2013	10/1/2014	\$
						\$
B	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 ☒ N	WC0120130000228 State: NH	1/1/2013	1/1/2014	☒ WC STATUS-TORY LIMITS ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation Officers Excluded		WC8608078 State: VT	10/1/2013	10/1/2014	EL Each Accident 500,000 EL Disease -Policy Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Wendell Marsh Dam Work

Stored Materials @ 58 Bald Mtn Road

CERTIFICATE HOLDER brian.desfosses@des.nh.gov State of NH Department of Environmental Service, Sam PO Box 95 29 Hazen Drive Concord, NH 03302-0095	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 Jim Harrison/BYM
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ACORD 25 (2010/05)

INS025 (2010/05) 01

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NEW HAMPSHIRE
Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 10/31/2013**Filed Documents**

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
UNITED CONSTRUCTION CORPORATION	Legal

Corporation - Domestic - Information

Business ID:	14996
Status:	Good Standing
Entity Creation Date:	8/12/1960
Principal Office Address:	250 N MAIN ST PO BOX 48 NEWPORT NH 03773
Principal Mailing Address:	250 N MAIN ST PO BOX 48 NEWPORT NH 03773
Last Annual Report Filed Date:	3/25/2013
Last Annual Report Filed:	2013

Registered Agent

Agent Name:	CARY WHIPPLE
Office Address:	250 N MAIN ST PO BOX 48 NEWPORT NH 03773

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

