



GEORGE N. COPADIS, COMMISSIONER

October 30, 2012

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

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a contract with RWN Property Services, Inc. (VC# 206769), North Conway, NH, in the amount of \$22,665.00 to provide services to tie-in the NHES Conway local office to the Town of Conway sewer system, recently made available, from the date of Governor and Council approval through June 30, 2013. 100% Federal funds.

Funding available for these services will be expended as follows:

02 - 27 - 27 - 270010 - 8040 DEPT OF EMPLOYMENT SECURITY

	FY 2013
10 - 02700 - 80400000 - 048 - 500226 Contractual Repairs, Building & Grounds	\$ 22,665.00

Vendor Code: 206769 RWN Property Services, Inc.
RQ#: TBD

Explanation

NHES is requesting approval of the attached contract for the Conway Sewer Tie-In Project. The intent of this project is to connect with Conway Village's newly expanded town sewer system. The contract total of \$22,665.00 is for the period from the date of Governor and Council approval through June 30, 2013.

A competitive bid process was undertaken for Conway Sewer Tie-In Project. A "Request For Proposal" (RFP) was sent to two (2) vendors, both of which responded to our various advertisements. Both vendors attended the mandatory pre-bid meeting and subsequently submitted bids. A review of the submitted bids resulted in the selection of the lowest responding bidder. An RFP list with bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

Subject:

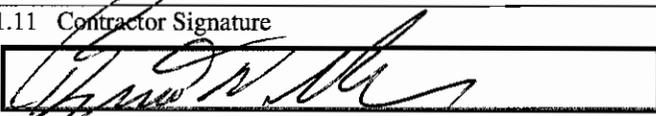
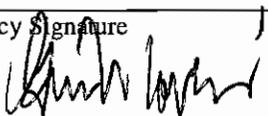
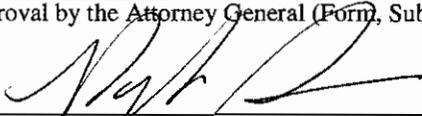
Conway Sewer Tie-In Project

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 32 South Main Street, Concord, NH 03301	
1.3 Contractor Name RWN Property Services, Inc. VC#206769		1.4 Contractor Address 6 Whitehorse Lane, N Conway, NH, 03860	
1.5 Contractor Phone Number (o) 356-4759 (c) 290-8231	1.6 Account Number 010-027-8040-048-0226	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$22,665.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert W. Nelson President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>October 10, 2012</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 ANN-MICHELE AMES, Justice of the Peace My Commission Expires December 20, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, 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>10/23/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 12/10/12

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

GENERAL

New Hampshire Employment Security (NHES) intends to contract services to hook-up NHES Conway with Conway Village wastewater collection system. Contractor will work directly with Gregg Quint, of Conway Village Fire District, to ensure Village and State mandates are met, for necessary information regarding Conway Village wastewater system including correct trench set-up, depth/fill and correct sewer service connection, to correctly tie into system, and to inspect plumbing connections, including but not limited to floor drains, sump pumps, roof or storm drains, or any device that will provide an effluent in excess of accepted Fire District and/or state standards in order to operate system. Additionally Contractor will create and submit work plan schematic to Conway Village Fire District superintendent's office for review and approval prior to commencement of work. All work must be inspected and approved by Conway Village Fire District before back fill is added. Contractor will schedule inspections and will notify NHES of schedule so that NHES representative will be on-site during inspections. Contractor is responsible for understanding scope of project and completing safely and properly. **Contractor is responsible to contact DIG SAFE before beginning any excavation work.**

Background

In November 2010, via town meeting and advertisements in local papers, Conway Village mandated property located on Route 16, including NHES Conway, 518 White Mountain Highway, Conway, NH, 03818, tie-in to Conway Village wastewater collection system by January 1, 2012, after which time charges for sewer use were levied against all properties having sewer chimney provided for building hook-up.

SCOPE

Contractor will provide all monies and labor for materials, permits, authorizations, and applications necessary to tie-in NHES Conway with Conway Village Sewer System. RWN Property Services, hereinafter referenced as Contractor, is responsible to pay for and acquire everything necessary to complete project, including but not limited to permits, applications, town approvals – everything necessary to fully complete sewer tie-in w/town system. **Contractor will meet or exceed all manufacturer specifications, regarding any part of this project, including tie-ins and ballasts.**

SPECIFICATIONS

- 1) Acquire approved specifications from Conway Village Fire District
- 2) Excavate and backfill per approved specifications
- 3) Install new E-One Extreme sewer system Model # DH151 pump station
- 4) Install secured, tamper proof Model DH151 pump station unit control box
- 5) Install all piping and connections required for project
- 6) Add ballast as required
- 7) Provide 30 amp 220 volt supply for control box on current service panel
- 8) Install all pipe and concrete needed to set pump and connect to town hub
- 9) Provide curb work and asphalt repair as needed
- 10) Hook up to town hub
- 11) Repair landscaping to original or better appearance
- 12) Existing septic tank will be emptied, then filled, crushed, or removed
- 13) Replace existing 2 inch water meter with 1 ½ inch water meter, including applicable pipe tie-ins
- 14) Reconfigure RPZ and reducing valve and properly install a meter for irrigation system
- 15) NHES will have irrigation lines marked
- 16) Piping and system will be installed below area frost line

TRENCH SAFETY

Contractor will ensure all applicable OSHA open trench safety requirements are followed.

BACKFILL

Selected material from site excavations will be used for backfilling trenches. Select material will consist of earth or sand or well-graded gravel with a maximum size of four inches (4"). Contractor will use suitable excess material from excavations in other portions of work or from approved gravel pits. Material will be carefully deposited in uniform layers not exceeding six inches (6") in depth with each layer being carefully and solidly tamped with appropriate tools.

Backfill for remainder of trenches and excavations will be approved material free from organic matter. No large stones will be used in trench until there is at least two inches (2") of fill over top of pipe and, in depositing stone, care must be taken not to injure pipe. Stones used in backfilling will be distributed through the mass that all interstices are filled with fine material. Backfill will be deposited in layers and solidly compacted.

INSPECTION REQUIREMENTS

Inspections are required of all work. **Conway Village Fire District contact, Gregg Quint (447-5470)**, must be notified at least 24 hours in advance to schedule an appointment. All pipe, gravel bedding, and connections must be in place and inspected prior to backfill. Contractor will schedule inspections and will notify NHES of schedule so that NHES representative will be on-site during inspections. NHES contact is Jesse Propri, who can be reached via telephone, (O) 228-4027, (c) 419-9757, or via email @ jesse.b.propri@nhes.nh.gov.

AS-BUILT DRAWINGS

Contractor must prepare an as-built drawing of installation. Precise locations of all bends, cleanouts, and connections, together with elevations, must be shown.

QUALIFICATIONS

Contractor will be knowledgeable, experienced and qualified to complete all aspects of this project. Master Plumber must oversee all work related to sewer project. Contractor will have all appropriate certifications or licenses required by Conway Village or by State of New Hampshire. Contractor employees will be qualified to perform contractual duties, with all appropriate certifications or licenses.

NH Employment Security may require Contractor to remove from worksite any employee deemed incompetent, careless or otherwise objectionable.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

- Safety and protection of NH Employment Security personnel, clients, and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property.
- Work will be performed in a manner compliant with existing state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NH Employment Security staff, NHES clients, and the general public.

RUBBISH AND DEBRIS

- Contractor will dispose of debris, rubbish and other materials resulting from on-site demolition operations. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.
- Contractor will maintain grounds surrounding project site. Worksite must be kept clean, safe and presentable to the public. Construction debris will be picked up at the end of each day's work and removed from worksite.

WARRANTIES

Contractor will guarantee quality of his workmanship and that of his employees in accordance with manufacturer specifications and acceptability to NHES for a period of one (1) year.

Contractor will provide five (5) year service contract for E-One pump system including annual inspection, parts and labor.

EXHIBIT B

INVOICE

Contractor may invoice NHES for partial payment upon delivery of pump and upon completion and acceptance of Wastewater Tie-in project. Invoices must include date, model number, and brief description of work completed.

Pump	\$ 6,000.00
Wastewater Tie-in:	\$13,665.00
Site-Work:	<u>\$ 3,000.00</u>
Total:	\$22,665.00

Please note monies set aside for Excavation Site-Work are for unforeseen issues that may come to fore after excavation has begun. Such monies cannot be expended without express permission, in writing, from NHES representative Ernie Liakas.

Payment will be made through normal State payment process - within 30 days following receipt of approved invoice upon completion and acceptance of work by NH Employment Security.

Invoices will be sent to:

Helen A. Dinsmore
NH Employment Security
32 South Main St
Concord NH 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon Governor and Council approval and terminate on June 30, 2013.

TERMINATION

If Contractor fails to perform services as required, this agreement will, without notice, become void and of no effect, with no liability to NH Employment Security beyond date Contractor fails to perform required services.

Either party may terminate this agreement at any time. Party requesting termination must give written notice, by certified mail, at least thirty (30) days prior to effective date of termination.

CONFIDENTIALITY, CRIMINAL RECORD, CERTIFICATE OF GOOD STANDING

Contractor and employees must sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and **CRIMINAL RECORDS FORM (DES 2135)** prior to entrance into facility. NHES will provide all necessary forms, if applicable, prior to any work being done. There is a \$25 fee for each Criminal Record check. Contractor must provide a **Certificate of Good Standing** from NH Secretary of State, for which there is a \$5 fee.

DAMAGE

Contractor agrees that damage to building(s), materials, equipment or other property during performance of service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees NH Employment Security must approve sub-contractor performing repair work if damage occurs.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written task required by this agreement without prior consent of NH Employment Security. Subcontractors must be listed on bid page of this document for pre-approval.

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject any or all proposals. Proposals will be kept sealed until date, time and place of public opening.

**DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

Contractor certifies that primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair - including painting and decorating, of public buildings or public works.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

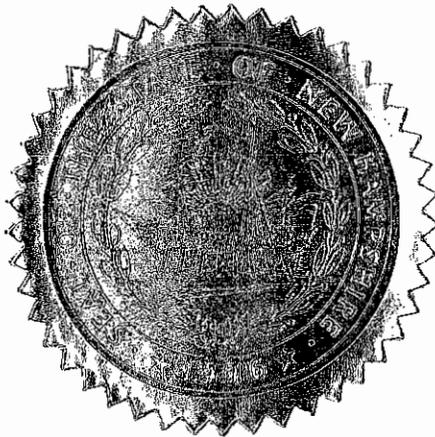
PAYMENT and PERFORMANCE BONDS

Contractor agrees to comply with The Miller Act, 40 U.S.C. Section 3131 to 3134 and/or The Little Miller Act bond requirement, NHRS 447:16.

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 RWN Property Services, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 14, 2009. 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 12th day of October, A.D. 2012

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

William M. Gardner
Secretary of State

RWN PROPERTY SERVICES, INC.

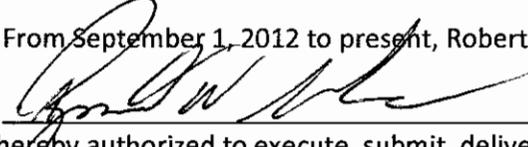
MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT

We, the undersigned, being all the directors of RWN Property Services, Inc., hereby consent in writing to the following action:

VOTED: This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

FURTHER

VOTED: From September 1, 2012 to present, Robert W. Nelson,

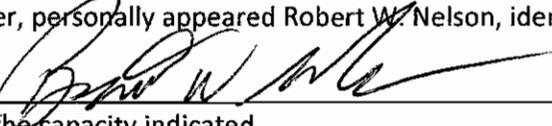

_____, President, of RWN Property Services, Inc. is hereby authorized to execute, submit, deliver and amend, on behalf of RWN Property Services, Inc. any and all documents or contracts in connection with NH Employment Security Conway Sewer Project contract agreement.

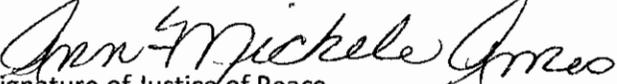
Intended effective dates applied October 17, 2012 through June 30, 2013.

Directors Name



Acknowledgment: State of New Hampshire, County of Carroll on October 10, 2012, before the undersigned officer, personally appeared Robert W. Nelson, identified as Robert W. Nelson, whose

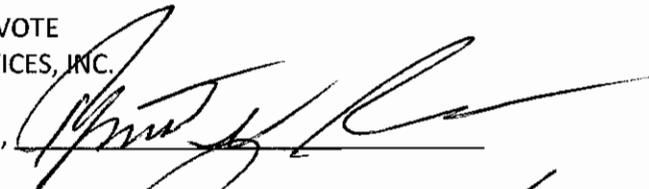
Name is signed as  and acknowledged that he executed this document in the capacity indicated.


Signature of Justice of Peace

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2013
Name and title

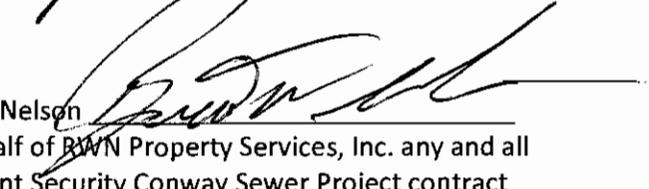
CERTIFICATE OF VOTE
RWN PROPERTY SERVICES, INC.

From September 1, 2012 to the present Robert W. Nelson,



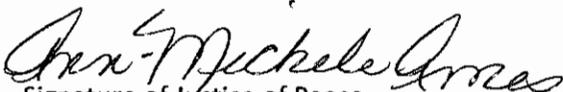
President.

RWN Property Services, Inc., hereby authorizes Robert W. Nelson
President, to execute, submit, deliver and amend, on behalf of RWN Property Services, Inc. any and all
documents or contracts in connection with NH Employment Security Conway Sewer Project contract
agreement. Intended effective dates: October 17, 2012 through June 30, 2012.



Acknowledgment: State of New Hampshire, County of Carroll, on October 10, 2012, before the
undersigned officer, personally appeared

Robert W. Nelson, identified as Robert W. Nelson and is satisfactorily proven to be the person whose
name is signed as Robert W. Nelson above, and acknowledged that he executed this document in the
capacity as indicated.



Signature of Justice of Peace

Name and title of Justice of Peace

Commission Expires

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

New Hampshire Employment Security Conway Sewer tie-In Project

2 RFBs Distributed, 2 Bids Submitted

Vendor All Bids Ascertained via NHREAB	Vendor Address	Telephone Number Bid Submission	Reason for Not Bidding
Gordon T. Burke & Sons, Inc. Thomas W. Burke, Jr.	PO Box 497, North Conway, NH, 03860 tomir@gtbandsons.com	603-356-3964 \$45,780	#2 Bid
RWN Property Services Bob Nelson	6 Whitehorse Lane, Noerth Conway, NH, 03860 robert@rwnpropertyservices.com	603-356-4759 \$22,665.00	Winning Bid

NHES advertised RFB in Union Leader and Conway Sun, in which mandatory meeting for licensed plumbers was announced. Ad clearly stated that only attendees would be allowed to bid. There were 2 attendees.