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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100  
 Concord, New Hampshire 03301  
 (603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
 Commissioner

Catherine A. Keane  
 Deputy Commissioner

Sheri L. Rockburn  
 Assistant Commissioner

Division of Public Works  
 Design and Construction  
 Project No. 80838 – Contract E

September 22, 2022

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Division of Public Works Design and Construction to enter into a contract amendment with Lee T. Corrigan, LLC (VC #131752), Gorham, New Hampshire to modify the terms of payment for the wastewater treatment system, with no change to the contract price or completion date, for ARPA – MWSP Water & Wastewater Improvements, Sargent's Purchase, New Hampshire. This contract is effective upon Governor and Council approval through October 15, 2023, unless extended in accordance with the contract terms. The original contract was approved by Governor and Council on June 1, 2022, item #130. **45% Capital – General Funds, 55% Federal Funds.**

## EXPLANATION

This project makes upgrades to the water and wastewater systems of the Sherman Adams Building at Mount Washington State Park. The work includes replacing the existing wastewater treatment facility with a new, larger facility, and installing two 20,000-gallon water storage tanks. Related internal and external piping and electrical systems will also be installed for both the water and wastewater systems.

The purpose of this amendment is to modify the terms of payment to Lee T. Corrigan, LLC (the Contractor) for a complete packaged wastewater treatment system. The Contractor entered into an agreement with Newterra for the design, furnishing, installing and testing of the system. Newterra is identified in the contract as an acceptable manufacturer for the wastewater treatment system. The agreement with Newterra is for \$1,037,450 and the payment terms require the Contractor to make progress payments to Newterra at various phases of the manufacturing process. It is expected to take

approximately one (1) year for the design, manufacture and delivery of the system. The Newterra payment terms are as follows:

- 25% due upon order
- 15% due upon submittal of drawings for approval
- 25% due upon receipt of major materials
- 25% due upon readiness to ship
- 10% due upon completion of system installation and startup

Per the current contract requirements, the wastewater treatment system is not eligible for partial payment during the manufacturing process. As presently written, the contract only allows the Contractor to submit a requisition for payment when the system is fully fabricated and on-site. Given the expense of the system and the length of the manufacturing process, the Department and Lee T. Corrigan, LLC wish to amend the contract to allow the Contractor to request partial payments from the Department for the cost of the system, per the payment terms outlined above.

The Contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Attorney General as to form and execution; and the Department of Administrative Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the original Governor and Council letter and tabulation of bids for this project.

Respectfully submitted,



Charles M. Arlinghaus,  
Commissioner

AMENDMENT TO 80838-CONTRACT E.

This AMENDMENT TO THE CONTRACT ("Amendment") is entered into this 15th day of September, 2022, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter "State," "Commissioner," "Department" respectively) and Lee T. Corrigan, LLC (hereinafter "Contractor") (the State and the Contractor may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, on June 1, 2022, pursuant to the approval of the New Hampshire Governor and Council, the Parties entered into a contract for ARPA – Mt. Washington State Park Water and Wastewater Improvements in the Town of Sargent's Purchase, New Hampshire, Project 80838, Contract E ("Contract").

WHEREAS, per Section 11300 of the Contract, the Work includes the design, furnishing, installing, and testing of a complete two train packaged wastewater treatment system ("the System"). The System must be supplied by an acceptable manufacturer. The Contract identifies Newterra as an acceptable manufacturer:

WHEREAS, Contractor has entered into an agreement with Newterra, the manufacturer, to purchase the System for \$1,037,450.00 (one million, thirty-seven thousand, four hundred fifty dollars). The payment terms require Contractor to make progress payments to the Newterra at various phases of the manufacturing process. Newterra expects that it will take approximately one (1) year to manufacture and deliver the System.

WHEREAS, per Section 00708, Part 10 of the Contract, the System is not eligible for partial payment during the manufacturing process. As presently written, the Contract does not permit the Contractor to submit a requisition to the Department requesting payment for the System until the System is fully-fabricated.

WHEREAS, the System is unique to this Contract. Given the expense of the System and the length of the manufacturing process, the Parties desire to amend the Contract to allow the Contractor to request advanced payment from the Department for the actual cost of the System prior to the System being fully-fabricated or incorporated in the Work.

NOW THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. The Contract is amended by adding new Part 10.11 to Section 00708, Part 10, which shall read:

10.11 Payment for Wastewater System

- A. In accordance with Section 11300, the Work includes the design, furnishing, installing, and testing of a complete two train packaged wastewater treatment system ("the System"). The Contractor has contracted with Newterra, the manufacturer, to supply the System. Pursuant to that agreement, Contractor must

make progress payments to Newterra in accordance with Newterra's fixed payment schedule dated August 15, 2022, attached hereto as **Exhibit A**.

- B. When a payment becomes due by Contractor pursuant to Exhibit A, Contractor may submit to the Department a request for payment in the amount due to Newterra. The request shall be submitted with an invoice from Newterra indicating the amount due from Contractor and any other supporting documentation or information requested by the Department.
  - C. The Contractor may use payment funds under this Section only to pay Newterra for the actual cost of the System. The Contractor shall submit proof of payment made to Newterra within thirty (30) days from the date payment is made by the Department under this Section. Such proof shall be in the form of notarized copies of paid invoices or copies of canceled checks or any other form satisfactory to the Department. Failure to provide such documentation will result in deduction of the partial payment from future payments until such documentation is provided.
  - D. Pursuant to Section 00708, Part 10.4(A), five percent (5%) retainage shall be withheld from each payment under this Part 10.11. Total payments under Part 10.11 shall not exceed Contractor's actual cost to purchase the System from Newterra or \$1,037,450.00 (one million, thirty-seven thousand, four hundred fifty dollars), whichever is less. The payment made by the Department to the Contractor pursuant to Requisition for Payment # 2 dated August 10, 2022, shall be governed by Part 10.11 and is applied to the total payment limit set forth above.
  - E. Any payments made under this section do not constitute acceptance of the System. The Contractor shall remain responsible for the System until the Department's final acceptance of the Project.
  - F. Contractor's failure to comply with the terms of Part 10.11 shall constitute an act of default under Part 18.1, Section 00708 of the Contract. In the event of default, the Department shall be entitled to pursue all remedies set forth in the Contract or pursuant to law. Further, the Department shall be entitled to the repayment of all funds paid to the Contractor under this Part 10.11 if:
    - a. Newterra fails to supply and/or deliver the System in accordance with the Contract;
    - b. The System is not incorporated into the Work in accordance with the Contract; or
    - c. The Contract is terminated due to fault of the Contractor.
2. Any delays to the Work associated with the purchasing, manufacturing, delivery, or installation of the System and/or the execution of this Amendment shall not be compensable. Time extensions shall be at the discretion of the Department.

3. This Amendment is subject to the continuing availability of funds and is governed by Section 19.2 of Document 00708 to the Contract.
4. Except to the extent specifically set forth herein, this Amendment does not alter the terms of the Contract. All terms of the Contract remain in full force and effect.
5. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Contract.
6. This Amendment and all obligations of the Parties are contingent upon appropriate State approval.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

CONTRACTOR:  
Lee T. Corrigan LLC

By:   
Name: Lee Corrigan  
Title: Member


Date: 9/15/2022

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
Name: Charlie M. Arlinghaus  
Title: Commissioner

Date: 10/6/22

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (Using Agency)

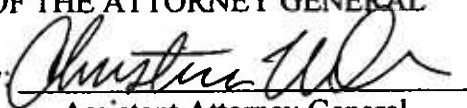
By:   
Name: Sarah Stewart  
Title: Commissioner

Date: 9/19/22

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The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on October 3, 2022.

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

This is to certify that the Governor and Council on \_\_\_\_\_ approved  
the above-mentioned amendment.

**Secretary of State** Dated: \_\_\_\_\_ 2022 by \_\_\_\_\_  
Secretary of State

# **EXHIBIT A**



Date: August 15, 2022

Lee T. Corrigan LLC

newterra Project #: 2107098

To: Lee Corrigan

This letter details the changing of the contract payment terms from the original 2107098R6 contract. All other aspects of the contract remain the same. See the new payment terms below.

- o 25% on order acceptance (Due net 30 days)
- o 15% on submittal of drawings for approval (Due net 30 days)
- o 25% on receipt of major materials. (Due net 30 days or prior to shipment whichever is first)
- o 25% due upon readiness to ship (invoice to be supplied 30 days in advance)
- o 10% due on completion of system installation and startup. Not to exceed 90 days from readiness to ship

LT Co  
Customer Signature (I am authorized by my company to sign this Change Order.)

08/15/2022  
Date

Lee T. Corrigan  
Print Name

**Eric McKenzie**  
newterra Signature

Digitally signed by Eric McKenzie  
DN: cn=Eric McKenzie o=CA  
ou=newterra.com Sales Operations  
Manager  
e=eric.mckenzie@newterra.com  
Reason: I approve this document.  
Location: Brockville, ON CA  
Date: 2022-08-15 11:44:04-00

2022-08-15  
Date

Eric McKenzie - Sales Operations Manager  
Print Name





**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LEE T. CORRIGAN, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 03, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 488069

Certificate Number: 0005872564



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

*(Limited partnership, Limited liability professional partnership or LLC)*

**Limited Partnership or LLC Certification of Authority**

I, Lee Corrigan, hereby certify that I am a Partner, Member or Manager  
*(Name)*  
of Lee T Corrigan, LLC a limited liability partnership under RSA 304-B,  
*(Name of Partnership or LLC)*  
a limited liability professional partnership under RSA 304-D, or a limited liability company  
under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 10/11/2022

ATTEST:

Lee Corrigan - Member  
*(Name & Title)*



SSON 1 272



RECEIVED

SEP 21 2022

DIV OF PUBLIC WORKS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Kathryn Ela <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>E-MAIL ADDRESS:</b> kathy@infingerinsurance.com	<b>FAX (A/C, No):</b> (603) 447-5126
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lee T. Corrigan, LLC 12 Wilfred Street Gorham NH 03581	<b>INSURER A:</b> Citizens Ins Co of America NAIC # 31534	
	<b>INSURER B:</b> Allmerica Financial Benefit * 41840	
	<b>INSURER C:</b> Hanover Ins Group	
	<b>INSURER D:</b> Allied Eastern Indemnity Company	
	<b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL21101979649 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	ADDITIONAL INSURED	SUBROGATION	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ZBV H113452 02	11/18/2021	11/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AWV H113300-02	11/18/2021	11/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		UHV H113497 02	11/18/2021	11/18/2022	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Compl Ops Aggregate \$ 1,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03-0000111125-04	10/08/2022	10/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of New Hampshire, its agencies, and its agents and employees are named as additional insured as required by written contract per the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b> State of New Hampshire C/O Department of Administrative Services 7 Hazen Drive, Room 250 Concord NH 03302	<b>CANCELLATION</b> 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 <i>Kathryn Ela</i>
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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860		PHONE (AG. No. Ext.) (603) 447-5123	COMPANY Acadia Insurance Group One Acadia Commons P.O. Box 9010 Westbrook ME 04098-5010	
FAX (AG. No.) (603) 447-5126	E-MAIL ADDRESS: kathy@infingerinsurance.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER D.F. 00167933		LOAN NUMBER		POLICY NUMBER
INSURED Lee T. Corrigan, LLC 18 Glen Road Gorham NH 03581		EFFECTIVE DATE 4/18/2022	EXPIRATION DATE 4/18/2023	BINDER BLD RSK ACA <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# 00001 Summit Mt. Washington Sargent's Purchase, NH
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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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk New	3,313,808	2,500

### REMARKS (Including Special Conditions)

State of NH Dpmt of Admin Svcs, any & All subs are additional named insureds as required by written contract per the terms and conditions of the policy

### 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.

### ADDITIONAL INTEREST

NAME AND ADDRESS  State of New Hampshire c/o Department of Administrative Services 7 Hazen Drive, Room 250 Concord, NH 03302	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #			
	AUTHORIZED REPRESENTATIVE  Peter Hall/TMF			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2022

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 have ADDITIONAL INSURED provisions or 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).

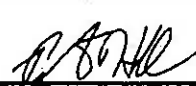
<b>PRODUCER:</b> Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Kathryn Ela <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>FAX (A/C, No):</b> (603) 447-5128 <b>E-MAIL ADDRESS:</b> kathy@infingerinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mid-Continent Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> State of New Hampshire 7 Hazen Drive c/o Dept of Administrative Services Concord NH 03302	

COVERAGES: CERTIFICATE NUMBER: CL2241880103 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	ADOL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP					04OCP002002811	04/15/2022	04/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT - (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excavation Contractor

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 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 

130  
MLC



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
[Office@dass.nh.gov](mailto:Office@dass.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2039

Sheri L. Rockburn  
Assistant Commissioner  
(603) 271-3204

Division of Public Works  
Design and Construction  
Project No. 80838 – Contract E

May 10, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

1). Authorize the Division of Public Works Design and Construction to enter into a contract with Lee T. Corrigan, LLC (VC #131752), Gorham, New Hampshire for a total price not to exceed \$3,313,808, for ARPA – MWSP Water & Wastewater Improvements, Sargent's Purchase, New Hampshire. This contract is effective upon Governor and Council approval through October 15, 2023 unless extended in accordance with the contract terms. 69% Capital – General Funds, 31% Federal Funds

2). Further authorize the amount of \$62,500 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to \$3,376,308. 100% Capital – General Funds.

Funding is available in account titled Department of Natural and Cultural Resources as follows:

	FY 2022
03-35-35-350030-13170000 19-146:1XIIIB – Mt Wash Sewage 034-500161 – New Construction	\$ 1,500,343
03-35-35-350010-37170000 LW Conserve Fund Grants 072-509073 – Contracts	\$ 793,465

03-35-35-350010-24670000 ARPA DNCR Capital Project Fund 103-502664 – Contracts for Operational Services	<u>\$ 1,020,000</u>
<b>Sub Total</b>	<b>\$ 3,313,808</b>
03-35-35-350030-13170000 19-146:1XIIIB – Mt Wash Sewage 034-500161– DPW Fees	<u>\$ 62,500</u>
<b>Grand Total</b>	<b>\$ 3,376,308</b>

**EXPLANATION**

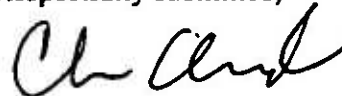
This project will make upgrades to the water and wastewater systems of the Sherman Adams Building at Mount Washington State Park. The work includes replacing the existing wastewater treatment facility with a new, larger facility, and installing two 20,000-gallon water storage tanks. Related internal and external piping and electrical systems for both the water and wastewater systems will also be installed.

The wastewater improvements are necessary in order to meet the demand of the increasing number of visitors at the park. The current facility can handle up to 5,000 gallons per day. The new design will have over twice the capacity and comply with DES standards for effluent discharge. The water improvements consist of replacing two 50-year-old buried steel water tanks that have reached the end of their service life with two new fiberglass tanks. The new tanks will be located next to the building which will limit freezing and make the system available year round.

The contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Attorney General as to form and execution; and the Department of Administrative Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project along with the contract supplemental information sheet.

Respectfully submitted,



Charles M. Arlinghaus,  
Commissioner

DEPARTMENT ESTIMATE:	\$ 3,104,750
LOW BID:	<u>\$ 3,313,808</u>
OVER ESTIMATE:	\$ 209,058





Division of Public Works

# ABC Bid Data

SARGENT'S PURCHASE

80338E

NON-FEDERAL

PROJECT: SARGENT'S PURCHASE  
 STATE PROJECT NUMBER: 80338E  
 FED. PROJECT NUMBER: NON-FEDERAL  
 DATE BIDS OPEN: March 23, 2022, 2:00  
 SCOPE OF WORK: ARPA - WATER AND WASTEWATER IMPROVEMENTS  
 COMPLETION DATE: October 15, 2023  
 LOCATION: Coos

Awarded To:

Amount: \$0.00

Award Date:

Certified by:

Director of Project Development

## Summary of Bidders

Contractor	Bid Amount	Rank
LEE T. CORRIGAN LLC 18 Glen Road, GORHAM, NH 03581	\$3,313,808.00	A
KINGSBURY COMPANIES LLC 58 CENTER ROAD, MIDDLESEX, VT. 05602	\$4,336,000.00	B

Item # 901: \$ 1,756,000. --  
 # 902: \$ 11,925. --  
 # 903: \$ 1,266,858. --  
 # 904: \$ 49,005. --  
 # 905: \$ 155,000. --  
 # 906: \$ 75,000. --

Total This Contract = \$ 3,313,808.00

### BUREAU OF PUBLIC WORKS

Award to Lee T. Corrigan, LLC  
 Hold for Negotiation  
 Cancel Contract  
 User Agency DNCR  
 Authorized by [Signature]  
 Date 04072022



Division of Public Works

# ABC Bid Data

**SARGENT'S PURCHASE**  
**80838E**  
**NON-FEDERAL**

Item No.	Description	Unit	Quantity	BID		LEE T CONSTRUCTION LLC 21 Elm Road CORNHILL, VT 05501		REPOSED COMPANIES LLC 89 CENTER ROAD WINDLEHILL, VT 05590	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

**Items**

001	WASTEWATER IMPROVEMENTS	U	1.00	\$1,910,000.00	\$1,910,000.00	\$1,758,000.00	\$1,758,000.00	\$2,408,000.00	\$2,408,000.00
002	ROCK EXCAVATION FOR WASTEWATER IMPROVEMENTS	CY	15.00	\$500.00	\$7,500.00	\$785.00	\$11,925.00	\$1,000.00	\$15,000.00
003	WATER IMPROVEMENTS	U	1.00	\$911,000.00	\$911,000.00	\$1,288,858.00	\$1,288,858.00	\$1,500,000.00	\$1,500,000.00
004	ROCK EXCAVATION FOR WATER IMPROVEMENTS	CY	185.00	\$250.00	\$48,250.00	\$285.00	\$48,025.00	\$1,000.00	\$185,000.00
005	ALLOWANCE #1 UNFORESEEN CHANGES FOR WASTEWATER IMPROVEMENTS	\$	153,000.00	\$1.00	\$153,000.00	\$1.00	\$153,000.00	\$1.00	\$153,000.00
006	ALLOWANCE #2 UNFORESEEN CHANGES FOR WATER IMPROVEMENTS	\$	75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00

<b>Totals:</b>				<b>\$2,194,750.00</b>	<b>\$2,313,699.00</b>	<b>\$3,313,699.00</b>	<b>\$4,536,000.00</b>
<b>All Totals:</b>							
<b>Totals:</b>				<b>\$2,194,750.00</b>	<b>\$2,313,699.00</b>	<b>\$3,313,699.00</b>	<b>\$4,536,000.00</b>



Division of Public Works

# PS&E Comparison

SARGENT'S PURCHASE

80338E

NON-FEDERAL

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
<b>Items</b>								
901	WASTEWATER IMPROVEMENTS	U	1.00	\$1,756,000.00	\$1,756,000.00	\$1,910,000.00	\$1,910,000.00	(\$154,000.00)
902	ROCK EXCAVATION FOR WASTEWATER IMPROVEMENTS	CY	15.00	\$795.00	\$11,925.00	\$500.00	\$7,500.00	\$4,425.00
903	WATER IMPROVEMENTS	U	1.00	\$1,266,858.00	\$1,266,858.00	\$911,000.00	\$911,000.00	\$355,858.00
904	ROCK EXCAVATION FOR WATER IMPROVEMENTS	CY	185.00	\$265.00	\$49,025.00	\$250.00	\$46,250.00	\$2,775.00
905	ALLOWANCE #1 UNFORESEEN CHANGES FOR WASTEWATER IMPROVEMENTS	\$	155,000.00	\$1.00	\$155,000.00	\$1.00	\$155,000.00	\$0.00
906	ALLOWANCE #2 UNFORESEEN CHANGES FOR WATER IMPROVEMENTS	\$	75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$0.00
<b>Total:</b>					\$3,313,808.00		\$3,104,750.00	\$209,058.00