



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 23, 2013

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

*Sole Source*

## Requested Action

Authorize the Department of Safety, Division of State Police to enter into a **sole source** contract with Northeast Scale Company, Inc. (VC#155988-B001), 40 Londonderry Turnpike, Suite 2-E, Hooksett, NH, in an amount not to exceed \$90,000.00, for the purpose of providing preventative maintenance, certification and repair to the scale systems located at the weigh stations on Interstate 93 in Windham. This contract will become effective upon Governor and Council approval from July 1, 2013, through June 30, 2015. Funding source: 100% Highway.

Funds are expected to be available in the SFY2014 and SFY2015 operating budgets as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

02-23-23-234015-23050000	Dept. of Safety – Div. of State Police – Commercial Enforcement	<u>FY 2014</u>	<u>FY 2015</u>
024-500255	– Maintenance Other Than Building and Grounds – Contract Repairs - Machines and Equipment	\$45,000.00	\$45,000.00

## Explanation

The Department of Safety currently operates the weigh station facility on Interstate 93 (I-93) in the Town of Windham, NH, as the only fixed location operational weigh station in the State of New Hampshire. These stations were opened in 2000 to monitor the commercial vehicle traffic utilizing I-93, in both the northbound and southbound directions. These stations are state of the art facilities with the capabilities of processing a large number of commercial vehicles in a timely manner using Weigh-In-Motion technology. This system is advantageous to the trucking industry by imposing only a minimum delay in enforcing the weight and safety requirements of the State of New Hampshire.

These scales were originally installed and paid for by the Department of Transportation with federal highway dollars. At the time of the selection of this contractor, several different scale systems were researched and evaluated. This vendor was selected due to the product and services it provides and that it is the only vendor offering such product. Additionally, it is the only company within a day's drive that could service what it is offering.

These scales are proprietary, making Northeast Scale Company, Inc. the only company that can repair this equipment. The original installation was approved by Governor and Council June 6, 2001, #143, based on a sole source request of the Department of Transportation.

The requested contract amount is an estimate based on previous maintenance activities performed at these sites, as well as known items currently awaiting repair in Fiscal Year 2014.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

Subject: Preventative maintenance, certification and repair of Windham scale system 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 Dept of Safety, Div of State Police		1.2 State Agency Address 33 Hazen Dr, Concord, NH 03305	
1.3 Contractor Name Northeast Scale Co., Inc.		1.4 Contractor Address 40 Londonderry Tpke, 2-E, Hooksett, NH 03106	
1.5 Contractor Phone Number (603) 622-0080	1.6 Account Number Pls see Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation Not to exceed \$90,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>David S. Hall</i>		1.12 Name and Title of Contractor Signatory David S. Hall, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/16/13</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.			
1.14 Signatory of Notary Public or Justice of the Peace <i>Deborah-Anne Heymans</i> COMMISSION EXPIRES MAY 1, 2018 [Seal]			
1.15 Name and Title of Notary or Justice of the Peace <i>Anne Heymans</i> Notary			
1.14 State Agency Signatory <i>MTBA</i> 5-24-13		1.15 Name and Title of State Agency Signatory <i>John Beadmore, Director of Administration</i>	
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: <i>[Signature]</i> On: <u>6/4/13</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.

Contractor Initials *DSA*  
Date *5/16/13*

**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

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Date 5/16/13

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.

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EXHIBIT A

SECTION 1- SCOPE OF SERVICES

- 1) Provide all labor, equipment, and repair parts necessary for maintaining the two (2) Weigh Station Static and Weigh-in-Motion scales located on I-93 northbound and southbound in Windham to meet specifications as summarized in EXHIBIT A,
- 2) Each location is composed of a Cardinal Scale static scale and a Kissler Weigh-in-Motion scale. These scales are operated through a system utilizing loop detectors and other means to track vehicle movements throughout the facility.
- 3) Specifications, in addition to the manufacturers', shall include any industry standards applicable to the system.
- 4) Provide for quarterly physical inspection and preventive maintenance of the static and weigh-in-motion scales at their fixed locations, and complete all necessary adjustments and tasks to meet specifications in EXHIBIT A, at the fixed price as submitted in EXHIBIT B. The minimum-required preventive maintenance task list is included EXHIBIT A, SECTION 2-PREVENTATIVE MAINTENANCE TASK LIST.
- 5) Provide for the annual weight certification for the static scales at the fixed price as submitted in EXHIBIT B.
- 6) Provide for the repairs to the failed static scale system, including but not limited to: repairs to load cells, scale platforms, computer systems, check rods, wiring. Repairs shall be made to the static scales at the rate per hour specified in EXHIBIT B.
- 7) Provide for the repairs to failed weigh-in-motion scales including but not limited to: repairs to sensor units, wiring, and computer systems. Repairs shall be made to the weigh-in-motion scales at the rate per hour specified in EXHIBIT B.
- 8) Provide for the repairs to failed scale system operating accessories, including but not limited to: Repairs to the loop detectors, open/closed signs, overhead signal lights, warning signs. Repairs shall be made to the equipment at the rate per hour specified in EXHIBIT B.
- 9) Results of all inspections, adjustments and repairs, and recommendations pertaining thereto, shall be forwarded in writing within 10 days to the Department of Safety, Division of State Police, Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander.
- 10) Repairs shall be within normal working hours, same or next day, and weather permitting, unless otherwise authorized.

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- 11) Quarterly physical inspection and preventive maintenance of equipment and annual certification shall be scheduled to result in the least disruption to ongoing operations as determined by the Troop G Weight Program Coordinator.
- 12) Contractor shall first perform preventive maintenance procedures on failed equipment, if not previously performed under this contract, before undertaking other necessary repairs.
- 13) Where equipment repair involves a combined part and labor cost greater than one-half the replacement cost of the equipment, the contractor is to contact the Division of State Police Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander for repair approval, in writing, prior to proceeding.
- 13) Billing for services will be presented to the State as detailed in EXHIBIT B INVOICING & PAYMENT.

State Police will have the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

### EXHIBIT A

#### SECTION 2- PREVENTIVE MAINTENANCE TASK LIST

Annual physical inspection and preventive maintenance to be performed on each type of equipment shall include, but not be limited to, the following items: preventive maintenance is to be completed during the inspection and if follow-up repairs are needed, they should be completed as urgency requires, and preventive maintenance performed on items shall include, but not be limited to, securing and retying cables, cleaning and tightening cable connections, replacing ground connections, removing foreign debris & cleaning components, recalibration and adjustment, replacing failed lights, and replacing broken knobs.

Reports shall be submitted to the Troop G Weight Program Coordinator within 10 days. All costs for travel time, including the use of a vehicle(s), for physical inspections and preventative maintenance shall be included in the unit price for the preventative maintenance for the specified piece of equipment.

#### I. Static Scales

##### A. Mechanical Inspection to Include:

- a. Verify that the scale pit sump pump(s) are operable and that no water has accumulated in the scale pit. Verify that the discharge / drain lines are free and clear.
- b. Check the condition of the stabilizers (scale platform restraint system) and verify that they are properly adjusted.

- c. Visually check the load cell cables to make certain they have not sustained any damage since the last inspection
- d. Visually inspect the condition of the scale platform, weigh bridge and associated components to verify that they have not been damaged and are in good working condition. This includes making certain there is no corrosion on the scale components and, if found, corrected. Any bare metal should be properly primed and painted

**B. Instrumentation Inspection to Include:**

- e. Check for proper operation of the instrumentation.
- f. Check calibration of the static scale and verify that it is within the appropriate tolerance.
- g. Verify that any filters and ventilation fans are clean and in operating condition.

**II. Weigh-in-Motion Scales**

**A. Mechanical Inspection to Include:**

- a. Change the air filter in the roadside cabinet every six months or more if it is determined to be necessary.
- b. Verify that the cabinet door gasket is undamaged and properly sealing the cabinet door.
- c. Verify that the work light in the cabinet is operative and, if not, replace the light bulb.
- d. There are two tracks of embedded sensors at the entrance to the weigh station. Each track has four quartz sensors per track for a total of eight sensors.

**III. Scale Operating System**

**A. Mechanical Inspection to Include:**

- 1. Visual of infrastructure.
  - a. Inspect the electric and data connections for any obvious problems.
  - b. Inspect ground connections.

**B. Operational Inspection to Include:**

- 1. Operate all programmed buttons to confirm proper operation.
- 2. Verify proper operation of all indicators.
- 3. Verify proper operation of all functions.
- 4. Review any concerns with the officer on duty.

#### IV Inter-Comp Semi-Portable Axle Scales

- A. Provide all labor, equipment, and repair parts necessary for maintaining the three (3) Inter-Comp Portable Axle Scales to meet specifications as summarized in the following sections. Each Inter-Comp Portable Scale is composed of four (4) electronic scale pads, Computer Control and several electrical cables.
- B. Specifications, in addition to the manufacturers', shall include any industry standards applicable to the system.
- C. Provide for semi-annual physical inspection and preventive maintenance of the Inter-Comp Portable Scales and complete all necessary adjustments and tasks to meet specifications. Specifications, at the fixed price as submitted in EXHIBIT B. The minimum-required preventive maintenance task list is included in EXHIBIT A, SECTION 2-PREVENTATIVE MAINTENANCE TASK LIST.
- D. Provide for the repairs to the failed Inter-Comp Portable Axle scale system, including but not limited to: repairs to load cells, scale platforms, computer systems, wiring. Repairs shall be made to the static scales at the rate per hour specified in EXHIBIT B..
- E. Results of all inspections, adjustments and repairs, and recommendations pertaining thereto, shall be forwarded in writing within 10 days to the Department of Safety, Division of State Police, Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander.
- F. Repairs shall be within normal working hours, same or next day, and weather permitting, unless otherwise authorized.
- G. Semi-Annual physical inspection and preventive maintenance of equipment and annual certification shall be scheduled to result in the least disruption to ongoing operations as determined by the Troop G Weight Program Coordinator.
- H. Contractor shall first perform preventive maintenance procedures on failed equipment, if not previously performed under this contract, before undertaking other necessary repairs.
- I. Where equipment repair involves a combined part and labor cost greater than one-half the replacement cost of the equipment, the contractor is to contact the Division of State Police Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander for repair approval, in writing, prior to proceeding.

J. Mechanical Inspection to Include:

- a. Visually check the load cells and all components to make certain they have not sustained any damage since the last inspection
- b. Visually inspect the condition of the scale platforms and associated components to verify that they have not been damaged and are in good working condition. This includes making certain there is no corrosion on the scale components and, if necessary, corrected.

K. Instrumentation Inspection to Include:

- a. Check for proper operation of the instrumentation.
- b. Check calibration of the scale and verify that it is within the appropriate tolerance.

Contract will become effective upon Governor and Council approval or July 1, 2013, whichever date is later, and end June 30, 2015.

State Police will have the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Billing for services will be presented to the State as detailed in EXHIBIT B  
INVOICING & PAYMENT

**EXHIBIT B**

**SCHEDULE OF PAYMENT – FY 2014**

<b><u>Quarterly Preventative Maintenance and Yearly Certification</u></b>			
	<b><u>Cost Per Unit</u></b>	<b><u>Number of Units</u></b>	<b><u>Total Cost</u></b>
Scale System Preventative Maintenance	\$1050.00	8	\$8,400.00
<b>Total for Preventative Maintenance and Certification</b>			<b>\$8,400.00</b>

<b><u>Inter-Comp Scales</u></b>	<b><u>Cost Per Unit</u></b>	<b><u># of Units</u></b>	<b><u>Total Cost</u></b>
3 sets Serviced 2x per year	\$425.00	6	\$ 2,550.00
Estimated Hours of Repair	\$74.00	20	\$ 1,480.00
Estimated Parts			\$ 4,500.00
Estimated UPS			\$ 150.00

**Yearly Total                      \$8,680.00**

Contractor's initials DSTH  
Date 5/16/13

<b><u>Repairs/Misc.</u></b>	<b><u>Cost per Unit</u></b>	<b><u>Estimated Number of Units</u></b>	<b><u>Estimated Total</u></b>
<b><u>Static Scale</u></b>			
Service Technician	\$ 74.00	2	\$148.00
Computer Technician	\$112.00	20	\$2,240.00
Pressure Washing	\$2,250.00	2	\$4,500.00
<b><u>Weigh-in-Motion</u></b>			
Service Technician	\$ 74.00	10	\$740.00
Computer Technician	\$112.00	10	\$1,120.00
<b><u>Scale Operating System</u></b>			
Service Technician	\$74.00	30	\$2,220.00
Computer Technician	\$112.00	70	\$7,840.00
<b><u>Vehicle Charge</u></b>			
Scale service vehicle	\$ 85.00	16 call outs	\$1,360.00
Bucket truck	\$240.00	3 Calls out	\$720.00
Test truck	\$900.00	2 Call outs	\$1,800.00
	%Discount (-)	Estimated Yearly Parts Cost	Estimated Yearly Parts Cost
<b>Parts &amp; Shipping</b>		\$5,200.00	\$5,200.00
	<b>Repairs/ Misc (S&amp;H) &amp; Parts Total</b>		<b>\$27,888.00</b>
	<b>PM/Certification Total</b>		<b>\$17,080.00</b>
	<b>Misc. Alterations and Additions as required Subtotal</b>		
	<b>CONTRACT TOTAL</b>		<b>\$44,968.00</b>

Contractor's initials DSA

Date 5/16/13

**EXHIBIT B**

**SCHEDULE OF PAYMENT – FY 2015**

<b><u>Quarterly Preventative Maintenance and Yearly Certification</u></b>			
	<u>Cost Per Unit</u>	<u>Number of Units</u>	<u>Total Cost</u>
Scale System Preventative Maintenance	\$1050.00	8	\$8,400.00
<b>Preventative Maintenance and Certification Total</b>			<b>\$8,400.00</b>

<b><u>Inter-Comp Scales</u></b>	<u>Cost Per Unit</u>	<u># of Units</u>	<u>Total Cost</u>
3 sets Serviced 2x per year	\$425.00	6	\$ 2,550.00
Estimated Hours of Repair	\$74.00	20	\$ 1,480.00
Estimated Parts			\$ 4,500.00
Estimated UPS			\$ 150.00

**Yearly Total            \$8,680.00**

Contractor's initials

*DSA*

Date

*5/16/13*

<b>Repairs/ Misc.</b>	<b>Cost per Unit</b>	<b>Estimated Number of Units</b>	<b>Estimated Total</b>
<b>Static Scale</b>			
Service Technician	\$ 74.00	2	\$148.00
Computer Technician	\$112.00	20	\$2,240.00
Pressure Washing	\$2,250.00	2	\$4,500.00
<b>Weigh-in-Motion</b>			
Service Technician	\$ 74.00	10	\$740.00
Computer Technician	\$112.00	10	\$1,120.00
<b>Scale Operating System</b>			
Service Technician	\$ 74.00	30	\$2,220.00
Computer Technician	\$112.00	70	\$7,840.00
<b>Vehicle Charge</b>			
Scale service vehicle	\$ 85.00	16 call outs	\$1,360.00
Bucket truck	\$240.00	3 calls out	\$720.00
Test truck	\$900.00	2 Call Outs	\$1,800.00
	%Discount(1)	Estimated Yearly Parts Cost	Estimated Yearly Parts Cost
<b>Parts &amp; Shipping</b>		\$5,200.00	\$ 5,200.00
	<b>Repairs/ Misc. &amp; Parts (S&amp;H) Subtotal</b>		<b>\$27,888.00</b>
	<b>PM/Certification Total</b>		<b>\$17,080.00</b>
	<b>Misc. Alterations and Additions as required Subtotal</b>		
		<b>CONTRACT TOTAL</b>	<b>\$44,968.00</b>

Contractor's initials DSA

Date 5/16/13

**EXHIBIT B**

**INVOICING & PAYMENT**

The Contractor will invoice the Department of Safety Business Office, 33 Hazen Drive, Concord, NH 03305 as stated in the aforementioned. The Contractor agrees not to exceed the contract total of \$90,000.00 (\$45,000.00 per Fiscal Year) for Fiscal Years 2014 and 2015.

The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, acceptance and approval.

The appropriate account number for the P-37 form, section 1.6 is listed below:

	<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-2305	Dept. of Safety – Div. of State Police – Commercial Enforcement	
024-500225	\$45,000.00	\$45,000.00
Maintenance Other Than Building and Grounds – Contract Repairs – Machines and Equipment		

**EXHIBIT C**

Both parties agree that insurance currently in force meets section 14.1.1 of the P-37. The vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$5,000,000.00 each occurrence is deemed to be in compliance with 14.1.1. The vendor shall maintain the \$5,000,000.00 for the full time of this contract and if reduced, the amount shall not be lower than \$1,000,000.00 to maintain the required \$2,000,000.00 under section 14.1.1.

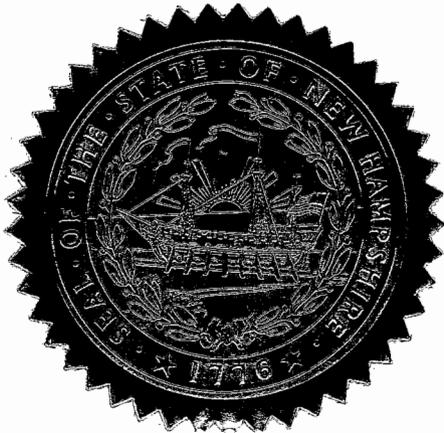
C:/nhspnescale.exh

Contractor's initials DSA  
Date 5/16/13

# 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 NORTHEAST SCALE CO., INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 24, 1985. 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 17<sup>th</sup> day of May, A.D. 2013

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

William M. Gardner  
Secretary of State



COMPANY, INC.

40 Londonderry Turnpike 2-E • Hooksett, New Hampshire 03106  
(603) 622-0080 • FAX (603) 622-4561

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### Corporate Resolution

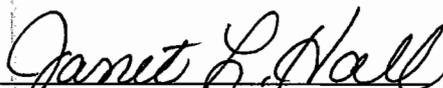
I, Janet L. Hall, hereby certify that I am duly elected Secretary of Northeast Scale Co., Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on Wednesday, May 15, 2013, at which a quorum of the Directors were present and voting:

VOTED: That David S. Hall, President and Vice President, is duly authorized to enter into contracts or agreements on behalf of Northeast Scale Co., Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I here certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. 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 he has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 15, 2013

ATTEST:

  
Janet L. Hall, Secretary



NORTSCA-01

LMICHALS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2013

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).

<b>PRODUCER</b> Clark Insurance 80 Canal St Manchester, NH 03101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 622-2855 E-MAIL ADDRESS:	<b>FAX (A/C, No):</b> (603) 622-2854
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Northeast Scale Co Inc 40 Londonderry Turnpike #2 Hooksett, NH 03106	<b>INSURER A:</b> Hanover Ins Company <span style="float: right;">NAIC # 22292</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			ZBV9902970 00	4/10/2013	4/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWV9906416	4/10/2013	4/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			UHV9902971	4/10/2013	4/10/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<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	N/A	WHV9905810	4/10/2013	4/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

NH Dept of Safety, Div of State Police  
 Attn: Capt. William Haynes  
 33 Hazen Drive., Room 107  
 Concord, NH 03305

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

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Sent to Donna 5/17/01

# State of New Hampshire

OFFICE OF THE COMMISSIONER

JAMES H. HAYES BLDG. 10 HAZEN DR. CONCORD, NH 03305

603/271-2791

DEPARTMENT OF SAFETY

RICHARD M. FLYNN  
COMMISSIONER

GAC approved  
6/6/01  
#143

Her Excellency, Governor Jeanne Shaheen  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

May 16, 2001

### REQUESTED ACTION

This is to respectfully request approval for the Department of Safety, Division of Motor Vehicles to enter into a two-year sole source contract with Northeast Scale Company, Inc of Auburn, NH in the amount of \$15,000.00. Vendor code is 55524. The contract should be encumbered as follows:

Fy 2002	010-023-2302-020	\$7,500.00
Fy 2003	010-023-2302-020	\$7,500.00

This contract is effective July 1, 2001 through June 30, 2003.

### EXPLANATION

This contract is to provide the necessary maintenance on the new Windham, NH weigh stations at the completion of the term of the manufacturer warranty. The reason for sole source is that Northeast Scales is the authorized Dealer for sales, installation, service calibrations and training for the entire NE. States.

Respectfully submitted,

Richard M. Flynn  
Commissioner of Safety

RMF/sab  
G/c northeast scales

Subject: Weigh Station Scales Maintenance

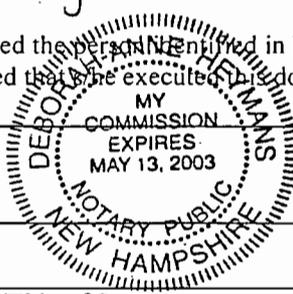
**AGREEMENT**

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

**GENERAL PROVISIONS**

1. Identification and Definitions.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 10 Hazen Drive Concord NH 03305	
1.3 Contractor Name Northeast Scale Company, Inc.		1.4 Contractor Address 88 Priscilla Lane Unit 3 Auburn NH 03032-3748	
1.5 Account No.	1.6 Completion Date June 30, 2003	1.7 Audit Date	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Tim Mason		1.10 State Agency Telephone Number 271-0338, 271-1080	
1.11 Contractor Signature <i>David S. Hall V.P.</i>		1.12 Name & Title of Contractor Signor David S. Hall, V.P.	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Rockingham</u> On <u>1/24/01</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 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] <i>Deborah-Anne Heymans</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Deborah-Anne Heymans, Notary</i>			
1.14 State Agency Signature(s) <i>Timothy H. Mason</i>		1.15 Name/Title of State Agency Signor(s) <i>Timothy H. Mason, Dir. of Admin.</i>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: <u>N/A</u> Director, On:			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>Ch. M. E. [Signature]</i> Assistant Attorney General, On: <u>2/15/01</u>			
1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			



## Exhibit A

### Weigh Station Scales Maintenance

#### Scope of Services

Northeast Scale Company, Inc. of 88 Priscilla Lane, Unit 3, Auburn, New Hampshire shall provide services for the Department of Safety as follows:

1. Preventative maintenance and service on the I-93 Windham Weigh Stations north and south bound scales as described in the Northeast Scale Company, Inc. proposal.
2. Preventative maintenance and service shall be provided during August of 2001, November of 2001, February of 2002, May of 2002, August of 2002, November of 2002, February of 2003 and May of 2003.
3. Preventative maintenance and service shall be provided, as approved by the Department of Safety Monday through Friday between the hours of 8:15 am - 4:15pm.
4. Additional services, as described in the Northeast Scale Company, Inc. proposal, shall be provided only with the prior approval of the Department of Safety.
5. This agreement shall end on June 30, 2003.

Exhibit B

Weigh Station Scales Maintenance

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to Northeast Scale Company, Inc. of 88 Priscilla Lane, Unit 3, Auburn, New Hampshire 03032-3748 is contingent upon the following:

1. Submittal of invoice(s), for services provided, to the Department of Safety;
2. Department of Safety approval of services.
3. Payment schedule:

August 2001 north and south bound scales service.	\$1,500
November 2001 north & south bound scales service.	\$1,500
February 2002 north & south bound scales service.	\$1,500
May 2002 north and south bound scales service.	\$1,500
August 2002 north & south bound scales service.	\$1,500
November 2002 north & south bound scales service.	\$1,500
February 2003 north & south bound scales service.	\$1,500
May 2003 north & south bound scales service.	\$1,500

Additional services, if required, not to exceed. \$3,000

**4. Total Agreement Not To Exceed. \$15,000**

Exhibit C

Weigh Station Scales Maintenance

Special Provisions

1. Northeast Scale Company, Inc. proposal.
2. Northeast Scale Company, Inc. letter of good standing from the NH Secretary of State.
3. Northeast Scale Company, Inc. certificate of liability insurance.