



State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF SAFETY

August 22, 2019

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

Requested Action

Authorize the Department of Safety, Division of State Police, to exercise the renewal option in the contract with Gilford Well Company, Inc., 1440 Lake Shore Road, Gilford, NH (VC# 154778 – B001), originally approved by Governor and Council on February 15, 2017 as item #51, in an amount not to exceed \$8,451.60, increasing the total contract amount from \$12,308.00 to \$20,759.60 for the purpose of well and water treatment and management services at Marine Patrol. Effective upon Governor and Council approval from January 1, 2020 to December 31, 2021. Funding source: 100% Revolving Funds.

Funds are anticipated to be available in the following account in the SFY2020 operating budget and contingent upon availability and continued appropriations in SFY2021 and SFY2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

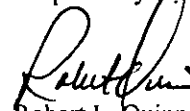
02-23-23-234010-50010000 Dept. of Safety – Div. of State Police – Watercraft Safety
103-502664 Contracts for Operational Services

<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>TOTAL</u>
\$2,112.90	\$4,225.80	\$2,112.90	\$8,451.60

Explanation

This renewal option provides continued well and water treatment and management services for the Marine Patrol located on Dock Road, Gilford, NH. The vendor will continue to conduct physical inspections of the water system and water filtration system, as well as provide and install any and all water treatment consumables (salt, cartridge filters, etc.). The vendor will also continue to facilitate water sample collections and testing as well as facilitate any and/or all NHDES required applications, forms, reports, testing, and communications on behalf of NH State Police.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

Amendment

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and Gilford Well Co. (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$12,308.00, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the state have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

1. Amendment and Modification
The contract is hereby amended as follows:
Section 1.7 Completion Date is extended from December 31, 2019 to December 31, 2021.
2. Section 1.8 Price Limitation is increased by \$8,451.60, changing the total contract amount from \$12,308.00 to \$20,759.60 for the provision of well and water treatment and management services.
3. Effective Date and Continuance
The amendment is effective upon Governor and Council approval. All other terms and conditions remain the same.

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

Norman H. Harris III
Norman H Harris III, President

BRENDA J. COBIS
Notary Public - New Hampshire
Commission Expires March 21, 2023

On July 22, 2019 personally appeared before me Norman H. Harris III, whose identity I verified on the basis of Driver License, to be the signer of the above and he acknowledged that he signed it. Executed the foregoing instrument for the purposes therein contained. IN WITNESS THEREOF, I hereunto set my hand and official seal.

Brenda Cobis
Notary Public
My Commission expires: 3/21/2023

Brenda Cobis, Office Manager
Name and Title of Notary Public



Steven R. Lavoie
Steven R. Lavoie, Director of Administration
N.H. Department of Safety

Approved by the Attorney General this 11th day of September, 2019.

Assistant Attorney General
Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

	FY20	FY21	FY22
	Jan 1, 2020 through June 30, 2020	July 1, 2020 through June 30, 2021	July 1, 2021 through Dec 31, 2021
Price per Month	\$352.15	\$352.15	\$352.15
Months	6	12	6
TOTAL	\$2,112.90	\$4,225.80	\$2,112.90

Contractor Initials MSJ
Date 7/25/19

State of New Hampshire

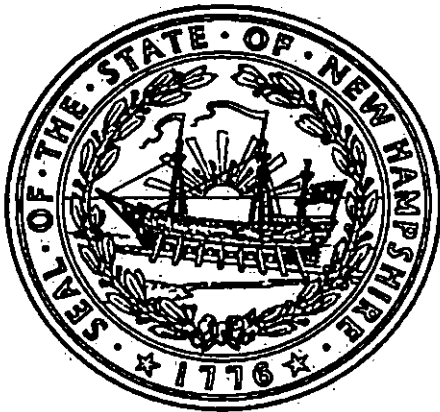
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GILFORD WELL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 17, 1973. 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: 13555

Certificate Number: 0004553636



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of July A.D. 2019.

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

William M. Gardner
Secretary of State

Certificate of Vote

(Corporation without Seal)

I, Norman H. Harris, III do hereby certify that I am authorized by Gilford Well Company, Inc. to enter into a contract with the State of New Hampshire, acting through its Department of Safety, for the provision of Water System Operator services.

RESOLVED: That the **President and Vice President**

are hereby authorized on behalf of this corporation to enter into the said contract with the State and execute any documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as they may deem necessary, desirable or appropriate.

It is agreed by the undersigned that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 22nd day of July, 2019.



Norman H. Harris, III
President

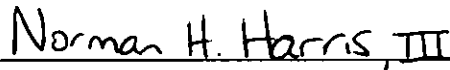


Trevor A. Harris
Vice President

STATE OF NEW HAMPSHIRE

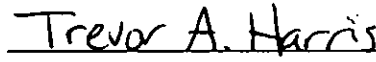
County of Belknap

The foregoing instrument was acknowledged before me this 22nd day of July, 2019 by



President

and



Vice President

BRENDA J. COBIS

Notary Public - New Hampshire
My Commission Expires March 21, 2023



Notary Public signature

Commission Expires: 3/21/23





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Laureen Hilton
	PHONE (A/C, No. Ext): (603) 224-2562 FAX (A/C, No.): (603) 224-8012
	E-MAIL ADDRESS: lhilton@rowleyagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Union Insurance Company	NAIC # 25844
INSURER B: Acadia Insurance Company	31325
INSURER C: New Hampshire Employers Ins Co	13083
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual per CG2001 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA 5150549-15	6/8/2019	6/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA 5150550-15	6/8/2019	6/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured Motorist BI \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA 5150551-15	6/8/2019	6/8/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A: MA, NH ECC60040000642019A	6/8/2019	6/8/2020	<input checked="" type="checkbox"/> PER STATUTE <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
A	Leased/Rented Equipment			CPA 5150549-15	6/8/2019	6/8/2020	LIMIT: \$100,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering Operations of the named insured during the policy term.

CERTIFICATE HOLDER New Hampshire Marine Patrol c/o Dept. of Safety Division of State Police marine Patrol 33 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laureen Hilton/LPH <i>Laureen Hilton</i>
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SP-MA-12-2016-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

RG# 172836

January 19, 2017

GC# 51
02-15-2017

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

Requested Action

Authorize the Department of Safety, Division of State Police, to retroactively enter into a contract with Gilford Well Company, Inc., 1440 Lake Shore Road, Gilford, NH (VC# 154778 - B001), in an amount not to exceed \$12,308.00 for well and water treatment and management services at Marine Patrol. Effective upon Governor and Council approval from January 1, 2017 to December 31, 2019. Funding source: 100% Revolving Funds.

Funds are available in the following account in SFY2017 operating budget and contingent upon availability and continued appropriations in SFY2018, SFY2019, and SFY2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-50010000 Dept. of Safety - Div. of State Police - Watercraft Safety
103-502664 Contracts for Operational Services

<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>TOTAL</u>
\$2,051.34	\$4,102.68	\$4,102.68	\$2,051.30	\$12,308.00

Explanation

This contract is retroactive due to the unforeseen well water quality conditions late in the construction project. A water treatment system was required to meet regulatory drinking water standards. The treatment system was not part of the construction project and required time to design, bid, and install. The water treatment and operations plan Request for Quote (RFQ) could not be finalized until the system was installed and the well water was tested.

This contract provides well and water treatment and management services for the Marine Patrol on Dock Road in Gilford, NH. The vendor will conduct physical inspections of the water system and water filtration system, as well as provide and install any and/or all water treatment consumables (salt, cartridge filters, etc.). The vendor will also facilitate water sample collections and testing as well as facilitate, on behalf of NH State Police, the applications, forms, reports, testing, and communications required by the NH Department of Environmental Services.

The Division of State Police, Marine Patrol, released an RFQ (dated October 26, 2016) to procure these services. Currently, there is no statewide contract for any type of service that would allow for the treatment and management services of Marine Patrol's well. The RFQ was sent to a list of companies that was acquired from the Department of Environmental Services (DES). Aqua Specialties LLC and Gilford Well Co. were the only vendors to submit a bid by the submission deadline date of November 10, 2016. Gilford Well Co. was chosen because they were the lowest bidder.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

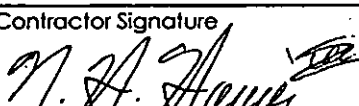
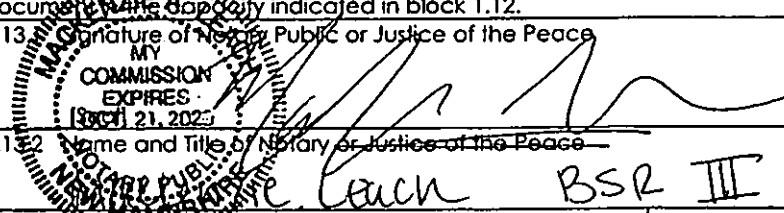
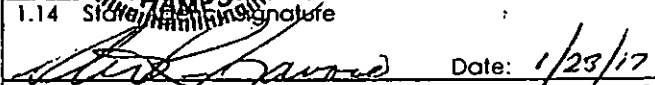
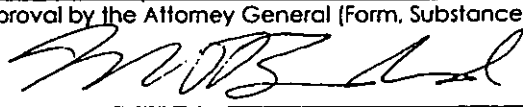
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police, Marine Patrol		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Gilford Well Co.		1.4 Contractor Address 1440 Lake Shore Road Gilford, NH 03249	
1.5 Contractor Phone Number 603-524-6343	1.6 Account Number See Exhibit B	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$12,308.00
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Norman H. Harris III V.P.	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily substituted to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document with the capacity indicated in block 1.12.			
1.13 Signature of Notary Public or Justice of the Peace 			
1.14 Name and Title of Notary or Justice of the Peace _____ BSR III BN#			
1.14 State Agency Signature  Date: 1/23/17		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/27/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

The Department of Safety, Division of State Police, Marine Patrol (Unit) is contracting Gilford Well Co. (Vendor #154778) 1440 Lake Shore Road, Gilford, NH 03249, to provide Well and Water Treatment and Management Services at Marine Patrol, 31 Dock Road, Gilford, NH 03249.

The contract will become effective upon Governor and Council approval, for the period of January 1, 2017 through December 31, 2019. The contract may be extended for (1) two (2) year term at the option of the State alone with no more than a three (3) percent increase. The State will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Scope of Services – Monthly

- A. Conduct physical inspection of water system from the well head to the service tap, including all water treatment equipment, vessels, chemicals, valves and piping.
- B. Conduct a comprehensive inspection and test of water filtration system as to insure that the system is operating in an optimal state. Any deficiencies, damages, adjustments, recommendations or concerns shall be reported in writing to the Owner within 24 hours of the inspection
- C. Provide and install any/all water treatment consumables as required, e.g. including but not limited to salt, calcite, cartridge filters, etc.
- D. Facilitate water sample collections and testing by a state-approved lab as required by NHDES Master Sampling Schedule and any other required or recommended sampling.
- E. Facilitate any/all NHDES required applications, forms, reports, testing and communications on behalf of the Owner specific to the scope of services covered by this contract
- F. Notify the Owner and NHDES immediately of any suspected damages or environmental concerns, if damaged, Owner will determine any and all action required.

EXHIBIT B

The contractor agrees to invoice the State of New Hampshire every month in the amount of \$341.89. The contractor agrees not to exceed the total contract amount of \$12,308.00. The State of New Hampshire agrees to make payment to the vendor within 30 days of receipt, acceptance and approval of such invoices.

The appropriate account numbers for the P-37 form, section 1.6 are:

02-23-23-234010-50010000 – Dept. of Safety – Division of State Police – Watercraft Safety
103-502664 – Contracts for Operational Services

<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>TOTAL</u>
\$2,051.34	\$4,102.68	\$4,102.68	\$2,051.30	\$12,308.00

EXHIBIT C

Vendor Qualifications:

Vendor must have New Hampshire Contract Operator Services certification as per Administrative Rule Env-Dw 502 Operator Certification.