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ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

April 20, 2020

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

Requested Action

Authorize the Department of Safety, Division of State Police, to exercise the two-year renewal option of the contract with East Coast Welding (VC# 155377-B001), 1979 Lake Shore Road, Gilford, NH, in an amount not to exceed \$17,000.00, increasing the contract amount from \$25,500.00 to \$42,500.00, for the provision of welding services to repair boats, trailers, and other marine-related equipment at Marine Patrol in Gilford, NH. This contract will become effective upon Governor and Council approval through June 30, 2022. Funding source: 100% Federal Funds.

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

02-23-23-234010-50460000 Dept. of Safety - Div. of State Police - Recreational Boat Safety Grant
020-500235 Current Expenses - Vehicle Maintenance

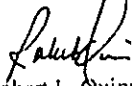
<u>SFY2021</u>	<u>SFY2022</u>	<u>Total</u>
\$8,500.00	\$8,500.00	\$17,000.00

Explanation

This contract renewal will provide continued welding services for the repair of boats, trailers, and other marine-related equipment. Currently, there is no statewide contract for any type of service that would allow for the repair of the Marine Patrol's fleet of patrol boats.

The Division of State Police released a Request for Bid (RFB DOS 2017-09). The RFB was advertised on the Purchase & Property website from December 30, 2016 through January 13, 2017. Bids were received from East Coast Welding and NHMTA Services, Inc., with East Coast Welding submitting the lowest qualified bid.

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 East Coast Welding (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$25,500.00, 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:

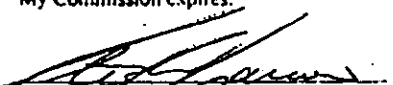
1. Amendment and Modification
The contract is hereby amended as follows:
Section 1.7 Completion Date is extended from June 30, 2020 to June 30, 2022.
2. Section 1.8 price limitation is increased by \$17,000.00, changing the total contract amount from \$25,500.00 to \$42,500.00 for the provision of welding services for the repair of boats, trailers and other marine-related equipment.
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.


Alan R. Fasshauer, Proprietor

On _____, 2020 personally appeared before me _____, whose identity I verified on the basis of _____, to be the signer of the above and he/she acknowledged that he/she signed it. Executed the foregoing instrument for the purposes therein contained. IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public Name and Title of Notary Public
My Commission expires: _____


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

Approved by the Attorney General this 22nd day of May, 2020.


Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

	Fiscal Year 2021 July 1 2020 - June 30, 2021	Fiscal Year 2021 July 1 2021 - June 30, 2022
Hourly cost for labor	\$90. ⁰⁰ shop \$100. ⁰⁰ onsite	\$100. ⁰⁰ shop \$110. ⁰⁰ onsite
Mark-up on Manufacturer's List Price for Materials	<u>15%</u>	<u>15%</u>

Sole Proprietor Certification of Authority

I, Alan R. Fasshauer, hereby certify that I am the sole proprietor of East Coast Welding which is a trade name registered with the NH Secretary of State under RSA 349. I certify that I am the sole owner of this business and its trade name.

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 business.

Alan R. Fasshauer

Alan R. Fasshauer
DBA East Coast Welding

5/21/20

Date

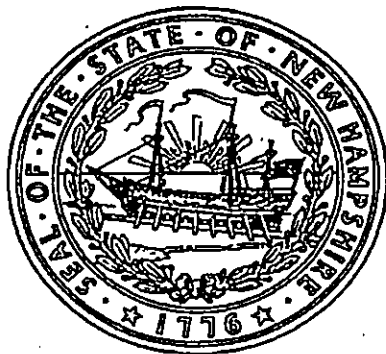
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EAST COAST WELDING is a New Hampshire Trade Name registered to transact business in New Hampshire on November 30, 1990. 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: 143460

Certificate Number: 0004758641



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of January A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2020

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).

PRODUCER Melcher & Prescott Insurance 426 Main Street Laconia NH 03248		CONTACT NAME: Jessica Landry PHONE (A/C, No, Ext): (603) 524-4335 E-MAIL ADDRESS: jlandry@melcher-prescott.com															
INSURED Alan Fesshauer dba East Coast Welding 1979 Lakeshore Road Gifford NH 03248		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Specialty Ind</td> <td>13037</td> </tr> <tr> <td>INSURER B: Continental Western Ins. Co.</td> <td>10804</td> </tr> <tr> <td>INSURER C: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Ind	13037	INSURER B: Continental Western Ins. Co.	10804	INSURER C: Acadia Insurance Company	31325	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: CL2012704218 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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SJECT <input type="checkbox"/> LOC OTHER:			CSU0025074	01/22/2020	01/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAA0237828-23	01/22/2020	01/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 25,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEG <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	WCA0237828-23	01/22/2020	01/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OYL FR. E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Statutory State: NH; Officer Exclusion: Alan Fesshauer is excluded from Workers Compensation

CERTIFICATE HOLDER	CANCELLATION
NH Dept. of Safety, Division of State Police Support Service Bureau 33 Hazen Drive 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 <i>Jessica Landry</i>

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SP-MP-02-2017-01



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

RQ# 173733

February 10, 2017

GC# 35
04-05-2017

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

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with East Coast Welding, 1979 Lake Shore Road, Gilford, NH (VC# 155377-B001), in an amount not to exceed \$25,500.00 for welding services for the repair of boats, trailers and other marine-related equipment at Marine Patrol in Gilford, NH. Effective upon Governor and Council approval from July 1, 2017 to June 30, 2020 with an option to extend for one (1) two (2) year period at the State's sole discretion. Funding source: 100% Federal Funds.

Funds are anticipated to be available in the SFY 2018/2019 operating budget and contingent upon availability and continued appropriations in SFY2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-50460000 Dept of Safety Div. of State Police Recreation Boat Safety Grant
020-500235 Vehicle Maintenance

<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>TOTAL</u>
\$8,500.00	\$8,500.00	\$8,500.00	\$25,500.00

Explanation

This contract provides for welding services for the repair of boats, trailers and other marine-related equipment. Currently, there is no statewide contract for any type of service that would allow for the repair of the Marine Patrol's fleet of patrol boats.

The Division of State Police released a Request for Bid (RFB DOS 2017-09), which was advertised on the Purchase & Property website from December 30, 2016 through January 13, 2017. In addition, seventeen vendors were notified of the RFB by email or fax. Bids were received from East Coast Welding and NHMTA Services, Inc., with East Coast Welding submitting the lowest qualified bid.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

STATE OF NEW HAMPSHIRE - DEPT. OF SAFETY
 DATE: 1/13/17 TIME: 1:00 PM RFB DOS 2017-09 REQUISITION: no
 DESCRIPTION: WELDING SERVICES - MARINE PATROL

		FY 18	FY 19	FY 20
		07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 06/30/2020
EAST COAST WELDING	HOURLY COST FOR LABOR	\$85.00	\$90.00	\$95.00
	MARK UP ON MANUFACTURER'S LIST PRICE FOR MATERIALS	15%	15%	15%
		FY 18	FY 19	FY 20
		07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 06/30/2020
NHMTA Services, Inc.	HOURLY COST FOR LABOR	\$124.50	\$124.50	\$124.50
	MARK UP ON MANUFACTURER'S LIST PRICE FOR MATERIALS	20%	20%	20%


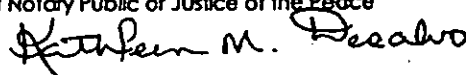


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name East Coast Welding		1.4 Contractor Address 1979 Lake Shore Road Gilford NH 03249	
1.5 Contractor Phone Number 800-640-8384	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$25,500.00
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	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>February 6, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace STEPHEN M. DeSALVO, Notary Public State of New Hampshire My Commission Expires March 22, 2021			
1.14 State Agency Signature 		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: <u>3/16/17</u>			
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.

[Handwritten Signature]
2/21/17

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 scope of work shall include repairs and fabrications to boats, trailers, vehicles, and other marine-related products. The majority of the materials used would be aluminum and stainless steel with some mild steel. The vendor shall supply materials except under unusual circumstances.

In most cases, work should be completed within a one-week timeframe. The possibility exists that work may need to be completed more quickly if all parties are agreeable.

The Marine Patrol Navigation Mechanic staff would be responsible for any disassembly of equipment that may be required, except in extreme circumstances. In the case of welding repair on a fiberglass boat, care should be taken to protect the fiberglass and other items on the boat.

All work to be performed by the vendor shall take place at Marine Patrol locations (31 Dock Road, Gilford, NH; 3 Higgins Drive, Belmont, NH; and on rare occasions, the US Coast Guard Base, New Castle, NH). Work may be performed at the vendor's location if located within a ten mile radius of 31 Dock Road, Gilford, NH, upon mutual agreement between the vendor and Marine Patrol. Transportation of equipment to the vendor's location will be provided by Marine Patrol.

**EXHIBIT B
PRICING AND PAYMENT TERMS**

The contractor will bill the New Hampshire Department of Safety per each repair completed during the contract period.

An invoice shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.

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

02-23-23-234010-50460000 – Dept. of Safety - Div. of State Police - Recreation Boat Safety Grant
020-500235 - Vehicle Maintenance

The invoice shall be submitted to the following address:

NH Marine Patrol
31 Dock Road
Gilford, NH 03249

The contractor agrees not to exceed the contract total of \$8,500.00 per fiscal year for Fiscal Years 2018, 2019 and 2020 (total of \$25,500.00). The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

The contract will become effective upon Governor and Council approval for the period July 1, 2017 through June 30, 2020. The term of the contract may be extended for one (1) two (2) year term and at the option of the State alone.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Vendor a thirty (30) day written notice.

Pricing shall be as follows:

	Fiscal Year 2018 July 1, 2017 – June 30, 2018	Fiscal Year 2019 July 1, 2018 – June 30, 2019	Fiscal Year 2020 July 1, 2019 – June 30, 2020
Hourly cost for labor:	\$85.00	\$90.00	\$95.00
Mark-up on Manufacturer's List Price for Materials:	15%	15%	15%

EXHIBIT C

Contractor Initials APF

Date 7/6/17

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

Contractor Initials ARE
Date 2/6/17