



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 29, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Weld Power Services Company, Inc. Millbury, MA, (VC # 208300-B001) for as-needed rental and emergency repair services for Winnepesaukee River Basin Program (WRBP) generator sets in the amount of \$59,600.00, effective upon Governor and Council approval through June 30, 2021. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY20-FY21 is contingent upon the availability and continued appropriation of funds.

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
03-44-44-442010-1300-024-500225	\$14,900.00	\$14,900.00	\$14,900.00	\$14,900.00
Dept of Environmental Services, Winnepesaukee River Basin, Contract Repairs				

EXPLANATION

The WRBP owns and operates wastewater collection and treatment services for 10 Lakes Region communities that receive the benefit of the services. The WRBP periodically requires miscellaneous emergency services on an as-needed basis. This contract involves the provision for as-needed emergency repair services to maintain the large generator sets which provide emergency power at twelve pump stations (PS) maintained by the WRBP, plus portable generator rental as necessary. These generators provide emergency electrical power when normal Eversource utility power is interrupted.

In the past eight years, the WRBP has required emergency repair services be provided at least once per year. The range of work is diverse and not within the in-house capabilities of WRBP staff. Repairs included: (1) Laconia Maintenance shop - replaced rectifier on portable generator; (2) repair the Pendleton PS generator - replaced water pump; (3) repair the generator at the Maiden Lady Cove PS – new voltage regulator and potentiometer; (4) repair the generator at Belmont PS - repair electrical system and week-long generator rental; (5) repair generator at the Gilford PS – new oil pressure switch and relays, (6) repair the generator at the North Main PS - air leak into fuel system; (7) repair the

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generator at Jewett Brook PS - block heater parts; and (8) repair the generator at North Main PS – replaced water pump. Having a contract for as-needed emergency troubleshooting and repair services and concurrent generator rental for extended periods of time (typically a week or more) expedites such repairs and avoids the need for emergency purchase orders or retroactive requests for payment of such services.

To achieve the objective of providing for as-needed services before an emergency arises, a Request for Quotations (RFQ) was prepared. The RFQ was advertised in a local newspaper, The Citizen of Laconia, and posted on the Department of Administrative Services Purchase and Property website. In addition, four contractors known to provide such services were contacted to make them aware of the RFQ.

The cost proposal and basis for contractor selection is described in Exhibit B. The results are as follows:

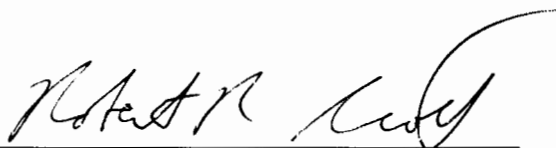
<u>Contractor</u>	<u>Quotations</u>
Weld Power Services Company, Inc. Millbury, MA	\$59,600.00
Southworth-Milton, Inc., Hopkinton, NH	\$72,808.96
Cummins Northeast, Inc., Dedham, MA	No response
The Generator Connection, Inc. Barrington NH	No response

As a result of the bidding and subsequent due diligence inquiries, we wish to award the contract to Weld Power Services Company, Inc.

As noted in Exhibit B, the contract price limitation of \$59,600 is based upon the sum of one event requiring emergency services occurring in each of the four fiscal years based on each event including: a total of sixteen (16) hours of time; per diem charge for two staff; parts & supplies; other services charges; and cost for one week rental of a 450KW generator unit including transportation to any WRBP facility location. No cost is incurred unless the WRBP requests services.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget. The contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner


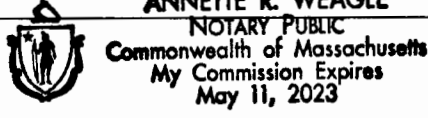
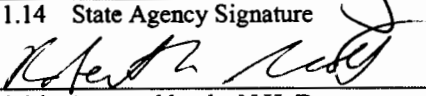
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Weld Power Service Company, Inc.		1.4 Contractor Address 1529 Grafton Rd. Millbury, MA 01527	
1.5 Contractor Phone Number (800) 288-6016	1.6 Account Number 03-44-44-442010-1300-024-500225	1.7 Completion Date 6/30/2021	1.8 Price Limitation \$ 59,600.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Chad Marrier, Service Advisor	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On: <u>June 13, 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 Annette R. Weagle			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NH Dept of Environmental Services	
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: <u>Gordon P. Handrigan</u> On: <u>July 10, 2017</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

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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.

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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

THE SERVICES

SCOPE OF WORK

The Winnepesaukee River Basin Program (WRBP) periodically requires miscellaneous emergency services on an as-needed basis. The WRBP owns and operates wastewater collection and treatment services for 10 Lakes Region communities. The proposed work may involve troubleshooting and emergency repairs to any of the generator sets (gensets) providing emergency power permanently located at twelve (12) pump stations maintained by the WRBP, two portable units, plus supply of a portable generator(s) to any of these locations or the Franklin WWTP, as necessary. The WRBP diesel generators and one propane-fired generator provide emergency electrical power when normal utility power is interrupted. It is essential that a suitable back-up source of power is always available.

The WRBP collection system was constructed in the late 1970's and has no tolerance for failures or interruption in service. The pump stations do not have redundant generators. Should a failure occur, the sewer system surcharges and raw sewage is discharged to the Winnepesaukee River, Lake Winnepesaukee or other area lakes and rivers. A discharge of raw sewage would necessitate an immediate emergency response by the WRBP, DES, the Environmental Protection Agency (EPA), and local communities. Such a failure would cause a negative impact to the businesses in the vicinity as well as the general public. Thus, it is imperative to keep each station and its emergency systems available and always ready to operate without delay.

Below is a listing of typical assignments that may be performed under the contract.

- Troubleshooting to determine cause of failure and necessary repairs
- Emergency repair or replacement of a fuel injector or water pump
- Emergency repair of a radiator
- Emergency repair to electrical controls and components
- Emergency repair or replacement of injectors and/or turbos
- Emergency supply (transport and on-site rental operation) of a portable generator

It is envisioned that each work project to be performed under this contract will involve an effort of less than 16 hours. A functional test or load banking as determined by WRBP personnel will be required before the emergency repair shall be considered complete. The ability to respond to make necessary repairs or deploy a portable generator of the necessary capacity within 24 hours or less (depending on the emergency) is a critical element of this emergency services scope.

EQUIPMENT

The following list of generators is the subject of this request. All generators listed are approximately 30 years old, each with approximately 1200 hours of run time, with the exception of the Jewett Brook Generator. Note that the hour meters were replaced on the diesel units so the meters reflect only the run time following their replacement. The Jewett Brook generator is gas-fired (LP Vapor fueled), has approximately 90 hours of run time, and was installed in 2007.

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EXHIBIT A
THE SERVICES - Continued

<u>Pump Stations</u>	<u>Date of Installation</u>	<u>Mfg by Model #</u>	<u>Gen/Engine</u>	<u>Rated Capacity (KW/HP)</u>
Belmont	1984	3208	Caterpillar	155/156
Ellacoya	1983	6138T	Onan/Allis Chalmers	250/390
Gilford	1983	3406	Caterpillar	260/375
Glendale	1983	3406	Caterpillar	260/375
Maiden Lady Cove	1981	3306	Caterpillar	155/230
North Main	1982	D348	Caterpillar	620/890
Paugus	1982	3412	Caterpillar	520/755
Pendleton	1983	3406	Caterpillar	260/345
River Street	1979	3406	Caterpillar	210/305
State School	1977	3306	Caterpillar	155/227
Winnisquam	1977	VTA1710-GS	Cummins	500/670
Jewett Brook	2007	G80F3	Ford	80/107
Portable Generator	1995	XQ350-3406	Caterpillar	350/519
Portable Generator	2016	G-25	Wacker Neuson	19.5/25

As part of the regular maintenance of these generators by WRBP staff, these generators are load tested annually. Any minor repairs are typically performed by staff, with major repairs or upgrades provided by separate solicitation of quotes.

FULFILLMENT OF CONTRACT SERVICES

Prior to beginning work on any project under this proposed contract, the project's scope will be discussed with the contractor, and the contractor will estimate the amount of effort (hours, materials, and cost) that will be required for its completion. All labor, materials, services, tools, equipment, transportation and facilities necessary to complete the emergency repairs shall be included. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project. Contractor shall not exceed their estimate without prior approval by the WRBP. All work shall be performed in a neat and skillful manner in conformance with the best modern trade practices.

The WRBP will provide the contractor with available information as may be needed and is available. If the needed repairs, replacement of components, or modifications are beyond the scope of the contractor's capabilities, the contractor shall not subcontract such work without the explicit approval of the WRBP.

The WRBP will be billed for these services on a time and expense basis using the hourly billing rates for the staff stipulated in the contract, plus travel, materials, and other billable expenses.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide 24/7 emergency service within 48 hours of being notified of a problem. The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. It shall be the sole responsibility of the Contractor to comply

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EXHIBIT A
THE SERVICES - Continued

with all local, state and federal rules and regulations in the commission of the work requested by this specification. Upon request, the Contractor must meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution.

The Contractor shall present, after each emergency event and before leaving the job site, a written summary of the work performed and obtain the WRBP's signature thereon. Payment for services under this Agreement will be made after submission of invoices following approval by the WRBP of the letter report for the services.

The WRBP reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the WRBP.

The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed.

STATE RESPONSIBILITIES

The State shall provide reasonable means of access to all equipment and infrastructure covered by this agreement and shall promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.

The normal operating hours of the WRBP are Monday through Friday, 7:00am to 3:30pm. Weekday hours outside this time period are available; however, prior arrangements and approvals are needed. In such cases, the WRBP will supply an employee to provide access to the facilities enabling the Contractor to work outside normal operating hours.

Information contained in the State's Request for Quotations dated April 3, 2017 is hereby included in Exhibit A by reference.

Initials CM
Date 6/13/17

**EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT**

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
1) Staff Cost (Hourly Rates):				
Lead Technician	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>
Assistant	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>	\$ <u>100.⁰⁰</u>
Other (specify): _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
2) CAT Parts & Supplies (% markup):	<u>20</u> %	<u>20</u> %	<u>20</u> %	<u>20</u> %
Other Parts & Supplies (% markup):	<u>20</u> %	<u>20</u> %	<u>20</u> %	<u>20</u> %
3) Per Diem Costs per person (Travel, meals charge):	\$ <u>200.⁰⁰</u>	\$ <u>200.⁰⁰</u>	\$ <u>200.⁰⁰</u>	\$ <u>200.⁰⁰</u>
4) Other Service Charges: For all services (% markup, if any, over Contractor's costs)	<u>20</u> %	<u>20</u> %	<u>20</u> %	<u>20</u> %
5) Equipment Rental Costs:				
450KW portable generator (1 week rental, cables, and transport)	\$ <u>4500.⁰⁰</u>	\$ <u>4500.⁰⁰</u>	\$ <u>4500.⁰⁰</u>	\$ <u>4500.⁰⁰</u>
50' @ 480 ✓				
320KW portable generator (1 week rental, cables, and transport)	\$ <u>3400.⁰⁰</u>	\$ <u>3400.⁰⁰</u>	\$ <u>3400.⁰⁰</u>	\$ <u>3400.⁰⁰</u>
50' @ 480 ✓				
Other (specify): _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

Total per FY for menu of services described below:

<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
\$ <u>14,900.⁰⁰</u>	\$ <u>14,900.⁰⁰</u>	\$ <u>14,900.⁰⁰</u>	\$ <u>14,900.⁰⁰</u>

Grand total (sum of above for four FYs): \$ 59,600.⁰⁰

Initials CM
Date 6/13/17

EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT - Continued

Notes:

1. The basis of award is the lowest submitted total cost for the menu of services consisting of:
 - 1) The sum of one event requiring emergency services occurring in each of the four fiscal years based on each event including:
 - a) Staff Cost for lead technician and assistant for eight (8) hours each for a total of sixteen (16) hours of time;
 - b) \$5,000 Parts & Supplies cost to contractor, plus the contractor's highest quoted markup;
 - c) Per Diem charge for two (2) staff (travel, meals);
 - d) \$2,000 Other Services Charges cost to contractor, plus the contractor's quoted markup, if any; plus
 - 2) The sum of the Equipment Rental Costs of one 450KW unit in each fiscal year including 1 week rental, cables, and transportation roundtrip to any WRBP facility location.
2. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation which is the total calculated in Note 1 above.
3. State fiscal years cover the period of July 1st to June 30th of the following calendar year. FY18 is from July 1, 2017 to June 30, 2018, FY19 is from July 1, 2018 to June 30, 2019, FY20 is from July 1, 2019 to June 30, 2020 and FY21 is from July 1, 2020 to June 30, 2021.

Initials CM
Date 6/13/17

**EXHIBIT C
SPECIAL PROVISIONS**

None.

Initials CM
Date 6/13/17

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 WELD POWER SERVICE COMPANY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on July 28, 2010. 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: 634035



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2017.

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

William M. Gardner
Secretary of State



Weld Power
GENERATOR

Weld Power Service Company, Inc.
1529 Grafton Road
Millbury, MA 01527
Service Department: (800) 288-6016
Corporate Office: (857)444-0590
Fax (857) 444-0599

CORPORATE RESOLUTION

I, Tim Geary, hereby certify that I am the duly elected and acting Secretary of Weld Power Service Company, Inc, a *New Hampshire* corporation, and that by unanimous written consent by the Board of Directors of Weld Power Service Company, Inc pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated 6/13/2017 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that Chad Marrier of the corporation, be authorized, empowered and directed to execute, on behalf of the corporation, a contract dated 6/13/2017 with the Winnepesaukee River Basin Program, Water Division, Department of Environmental Services of the State of New Hampshire for the As-Needed Rental and Emergency Repair Services.

RESOLVED that the Secretary of the Corporation, Tim Geary, be authorized, empowered and directed to sign, and to seal with the Corporate Seal, a Certificate of the foregoing action.

I further certify that Chad Marrier is the duly elected Service Advisor of Weld Power Service Company, Inc, has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Corporation this 13th day of June, 2017.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2017

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 Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No., Ext): 617-261-6700 FAX (A/C, No.): 617-646-0400 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED WELDPOW-02 Weld Power Service Co., Inc. 1529 Grafton Road Millbury, MA 01527	INSURER A : Hartford Fire Insurance Company 19682	
	INSURER B : Hartford Financial Services Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 714951040** **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 SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	08UEAA1951	1/1/2017	1/1/2018	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 - COM/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 N/A	08WEACU8289	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property		08UUMAY8169	1/1/2017	1/1/2018	\$59,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured on the general liability policy, as per form #CG2037, edition 04/13 where required by written contract. 30 day notice of cancellation except 10 days for non payment of premium is provided.

CERTIFICATE HOLDER Winnepesaukee River Basin Program 202 Water Street Laconia NH 03246	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 