



The State of New Hampshire  
**Department of Environmental Services**

APR09'15 PM12:04 DAS



*Beal*

**Thomas S. Burack, Commissioner**

59

April 8, 2015

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **Sole Source** amendment to the agreement (PO# 1016573) with Secondwind Water Systems, Inc. (VC#157762), Manchester, New Hampshire for providing safe drinking water by: (1) increasing the contract amount by \$60,000 to \$1,584,324.78 from \$1,524,324.78; and (2) extending the contract completion time to June 30, 2016 from June 30, 2015 effective upon Governor and Council approval. The original contract was approved by G&C on May 25, 2011, item #65A. 100% MtBE Settlement Funds.

Funding is available in the account listed below.

FY 2015

03-44-44-444010-8893-102-500731

\$60,000

Dept. of Environmental Services, MtBE Settlement Funds, Contracts for Program Services

**EXPLANATION**

DES would like to enter into a **Sole Source** agreement with Secondwind Water Systems, Inc. (Secondwind) for this work because of the expertise and experience they have demonstrated under an existing contract for similar activities. Furthermore, Secondwind was the only bidder for the present contract awarded in 2011.

In 2014 DES began a state-wide sampling effort supported with MtBE Settlement Funds to identify water supplies impacted by MtBE contamination. Through the course of this work, it is anticipated that water supplies contaminated by MtBE will be discovered which will require installation and maintenance of highly specialized point-of-entry (POE) water treatment systems. At present, DES has a POE contract with Secondwind which funds the installation and maintenance of such systems at locations where water supplies have been impacted by oil or hazardous waste contamination. However, this contract does not provide funding for similar activities at locations discovered through the statewide MtBE sampling effort. Therefore, this amendment seeks to add funding to the current POE contract from the MtBE Settlement Fund to install and maintain POEs at water supplies impacted by MtBE contamination.

[www.des.nh.gov](http://www.des.nh.gov)  
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



Also, although the current POE contract expires June 30, 2015, sufficient monies remain to fund water treatment activities related to oil and/or hazardous waste contamination for an additional year. Therefore, this contract amendment further seeks to extend the POE contract period for one additional year. The current contract bid prices and cost rates will remain the same.

Approval of this contract amendment will allow the Department to maintain existing systems installed under previous contracts and provide new services, which are critical to reducing or eliminating public health risks for well owners affected by oil, hazardous waste, or MtBE contamination. Presently, the contract covers the operation and maintenance of existing POE treatment systems at more than 60 locations, with the oldest in operation since 1997. The approximate number of new contaminated properties related to oil, hazardous waste, or MtBE contamination that will require a POE is 20 for the remainder of the contract period.

A total amount of \$1,524,324 was awarded for fiscal years 2012-2015 to conduct work related to the POE contract. Of that amount, \$1,143,300 is anticipated to be spent through the end of fiscal year 2015, leaving approximately \$381,000 for the one year extension in fiscal year 2016.

An executed copy of Contract Amendment No.1, Certificate of Authority, Certificate of Good Standing, and Certificate of Insurance are attached. The contract amendment has been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

**SECONDWIND WATER SYSTEMS, INC.,**  
**SUPPLY, INSTALLATION, AND MAINTENANCE OF INDIVIDUAL POINT OF**  
**ENTRY WATER TREATMENT SYSTEMS**

**AMENDMENT #1**

This Agreement (hereinafter called the "Amendment"), dated \_\_January 8, \_\_, 2015 is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State"), and Secondwind Water Systems, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on May 25, 2011, the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement

The Agreement is hereby amended as follows:

- (1) The price limitation as set forth in sub-paragraph 1.8 of the Agreement shall be increased by \$60,000 to \$1,584,324.78 from \$1,524,324.78; and
- (2) The completion date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from June 30, 2015 to June 30, 2016.

2. Effective Date of Amendment.

This Amendment is effective upon the date of Governor and Executive Council approval.

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

|  |   |
|--|---|
| THE STATE OF NEW HAMPSHIRE<br>Department of Environmental Services   | Secondwind Water Systems, Inc.  |
| By: <u><i>Thomas S. Burack</i></u><br>Thomas S. Burack, Commissioner | By: <u><i>Christine P. Fletcher</i></u><br>Christine P. Fletcher, President |

STATE OF NEW HAMPSHIRE  
COUNTY OF Hillsborough

On January 8<sup>th</sup>, 2015, before the undersigned officer, personally appeared Christine P. Fletcher who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public/~~Justice of the Peace~~

*Lori C. Skinner*

Printed Name:

Lori C. Skinner

My Commission Expires:

**LORI C. SKINNER**  
Notary Public - New Hampshire  
My Commission Expires February 16, 2016

Approval by OFFICE OF THE ATTORNEY GENERAL (Form, Substance, and Execution):

By:

*Ch. G. Carr*

Assistant Attorney General on:

3/4/15

CONSENT OF STOCKHOLDERS AND DIRECTORS  
OF  
SECONDWIND WATER SYSTEMS, INC.

The undersigned Stockholders and Directors of the Corporation, hereby consent to and ratify the actions taken as set forth below:

**RESOLVED:** That the Corporation is authorized to take any action and to execute any documents necessary to enter into a contract with the State of NH Department of Environmental Service for Supply, Installation and Maintenance of Individual Point of Entry Systems;

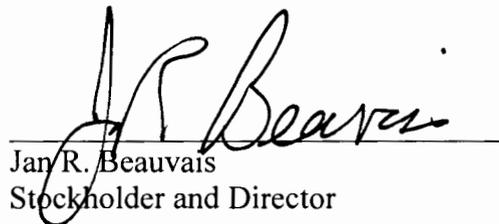
**RESOLVED:** That Christine Peach Fletcher and Jan Beauvais each shall be authorized to execute any documents needed to complete this transaction on behalf of the Corporation.

The signing of this Consent by the undersigned stockholders and directors shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

Consent dated: Jan 8, 2015



Christine Peach Fletcher  
Stockholder and Director



Jan R. Beauvais  
Stockholder and Director



# 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 SECONDWIND WATER SYSTEMS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 28, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of January, A.D. 2015

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)  
4/11/2014

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<br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101 | CONTACT NAME: Pamela Bennett                                     |
|  | PHONE (A/C No, Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 |
|  | E-MAIL ADDRESS: pbennett@crossagency.com                         |
|  | INSURER(S) AFFORDING COVERAGE                                    |
|  | INSURER A: Citizens Ins Co of America NAIC # 31534               |
|  | INSURER B: Allmerica Financial Benefit 41840                     |
|  | INSURER C: Hanover Insurance Group, Inc. 22292                   |
|  | INSURER D: Maine Employers Mutual Ins Co.                        |
|  | INSURER E:   |
|  | INSURER F:   |

COVERAGES CERTIFICATE NUMBER: 14/15 All Liability REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                |           |          | 9576738  | 4/15/2014               | 4/15/2015               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |           |          |  |                         |                         |   |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS                               |           |          | AWV9576989   | 4/15/2014               | 4/15/2015               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000                                     |
|          | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS   |           |          |  |                         |                         |   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE               |           |          | 9579985  | 4/15/2014               | 4/15/2015               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000  |
|          | DED RETENTION \$   |           |          |  |                         |                         |   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |          | 3102800287<br>(3a.) MA & NH / Christine Fletcher & Jan Beauvais<br>Excluded As Exec Officers | 4/15/2014               | 4/15/2015               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                               |
|          | Y/N<br>Y N/A   |           |          |  |                         |                         |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH<br>NH Department of Environmental Services<br>6 Hazen Drive<br>PO Box 95<br>Concord, NH 03302-0095 | <b>CANCELLATION</b><br><br>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<br><br>Pamela Bennett/PXB <i>Pamela A Bennett</i>   |



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



Thomas S. Burack, Commissioner

April 26, 2011

His Excellency, Governor John H. Lynch  
 And the Honorable Council  
 State House  
 Concord, New Hampshire 03301

5/25/11  
 LSA

**REQUESTED ACTION**

Authorize the Department of Environmental Services (Department) to enter into a contract with Secondwind Water Systems, Inc. (VC# 157762) Manchester, New Hampshire, in the amount of \$1,524,324.78 to provide safe drinking water to properties impacted by oil and hazardous waste contamination, effective as of July 1, 2011 through June 30, 2015 (upon Governor and Council approval). 26% Oil, 53% Gasoline Remediation & Elimination of Ethers (GREE) and 21% Hazardous Waste Cleanup Funds.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2012 – 2015 is contingent upon the availability and continued appropriation of funds.

| Fund Name and Account Number                                   | FY 2012   | FY 2013   | FY 2014   | FY 2015      | Totals         |
|--|-----------|-----------|-----------|--------------|----------------|
| Oil Pollution Control Fund<br>03-44-444010-1400-102-500731     | \$100,000 | \$100,000 | \$100,000 | \$99,774.93  | \$399,774.93   |
| Gasoline Remed. & Elim. Ethers<br>03-44-444010-1419-102-500731 | \$200,000 | \$200,000 | \$200,000 | \$199,774.93 | \$799,774.93   |
| Hazardous Waste Cleanup Fund<br>03-44-444010-5392-102-500731   | \$81,250  | \$81,250  | \$81,250  | \$81,024.92  | \$324,774.92   |
|  | \$381,250 | \$381,250 | \$381,250 | \$380,574.78 | \$1,524,324.78 |

**EXPLANATION**

RSA 146-A, RSA 146-G and RSA 147-B authorize the Department to remediate sites impacted by oil and hazardous waste contamination. In many cases, this work includes temporary or longer term provision of safe drinking water to residents affected by such contamination until groundwater quality is restored. Since 1990, the Department has fulfilled this remedial element by funding the installation

of highly specialized point-of-entry (POE) and point-of-use (POU) water treatment systems. These systems are installed in communities throughout the state at properties that are typically privately owned. This contract approval is requested to maintain existing systems installed under previous contracts and to provide new services, which are critical to reducing or eliminating public health risks for well owners affected by oil and hazardous waste contamination. The contract covers the operation and maintenance of existing POE treatment systems at 120 locations, with the oldest in operation since 1997. The approximate number of new contaminated properties that will require a POE and/or POU is 25 per year.

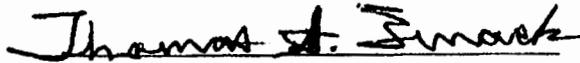
The Department solicited prequalification statements by advertising a Water Supply Treatment System Installation And Maintenance Prequalification Form (Prequalification Form). A total of nine companies requested the Prequalification Form, however only Secondwind Water Systems, Inc., Manchester, New Hampshire (Secondwind) submitted a response. The Department's review of Secondwind's prequalification statement found the company to be highly qualified to continue existing services and perform new work under this contract. In addition, Secondwind was the vendor for previous contracts under which they consistently performed satisfactorily. The Department subsequently approved Secondwind's Prequalification statement.

In October 2010, in accordance with the State's standard contract procurement procedure the Department solicited bids from prequalified bidders by advertising contract documents for the Supply, Installation and Maintenance of Point of Entry Treatment Systems. A pre bid conference was subsequently held to answer questions from the lone prequalified bidder, Secondwind. Following the conference, addenda were issued to update and clarify the contract documents.

Secondwind's bid was opened on November 8, 2010. Contract pricing compares favorably to that of previous contracts in consideration of reasonable adjustments to costs based upon economic factors. Further, the bid was fully responsive. Note that Secondwind's qualifications and experience were found to be acceptable in the prequalification phase. A Contract Form, Certificate of Insurance, Certificate of Existence, and Member's Certificate for Secondwind Water Systems are attached.

This contract has been approved by the Department of Justice as to form, content, and execution. In the event that Oil, GREE and Hazardous Waste Cleanup funds are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

Attachments:    Contract Form  
                    Certificate of Insurance  
                    Certificate of Existence  
                    Member's Certificate

Subject: SUPPLY, INSTALL, & MAINT. OF INDIV. POINT OF ENTRY TREAT. SYSTEMS

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

|   |   |
|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Environmental Services | 1.2 State Agency Address<br>29 Hazen Drive, PO Box 95, Concord, NH 03302-0095 |
|---|---|

|   |  |
|---|--|
| 1.3 Contractor Name<br>Secondwind Water Systems, Inc. | 1.4 Contractor Address<br>735 East Industrial Park Drive, Manchester, NH 03101 |
|---|--|

|   |   |                                      |  |
|---|---|--------------------------------------|--|
| 1.5 Contractor Phone Number<br>603-641-5767 | 1.6 Account Number<br>Multi-Accounts, see G & C | 1.7 Completion Date<br>June 30, 2015 | 1.8 Price Limitation<br>\$1,524,324.78 |
|---|---|--------------------------------------|--|

|  |  |
|--|--|
| 1.9 Contracting Officer for State Agency<br>Thomas Burack, Commissioner, NHDES | 1.10 State Agency Telephone Number<br>603-271-3503 |
|--|--|

|  |  |
|--|--|
| 1.11 Contractor Signature<br><i>Christine Fletcher</i> | 1.12 Name and Title of Contractor Signatory<br>Christine Fletcher, President |
|--|--|

1.13 Acknowledgement: State of NH, County of Hillsborough  
 On 4-18-11, 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  
*Jenna Giandrea* [Seal] **JENNA A. E. GIANDREA, Notary Public  
 My Commission Expires March 30, 2016**

1.13.2 Name and Title of Notary or Justice of the Peace  
*Jenna Giandrea notary public*

|  |   |
|--|---|
| 1.14 State Agency Signature<br><i>Thomas S. Burack</i> | 1.15 Name and Title of State Agency Signatory<br>Thomas S. Burack, Commissioner |
|--|---|

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  
 By: \_\_\_\_\_ Director, On: \_\_\_\_\_

1.17 Approval by the Attorney General (Form, Substance and Execution)  
 By: *Evan McHollan* On: 4-27-11

1.18 Approval by the Governor and Executive Council  
 By: \_\_\_\_\_ On: \_\_\_\_\_

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

CAF

Date 7-18-11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## Exhibit A, Scope of Services

The Contractor shall arrange for the performance of work to the satisfaction of the State. Both parties agree that the objective of the work is to install and maintain point of entry treatment units at various locations at which drinking water wells are contaminated by releases of oil or hazardous materials.

1. The Contractor agrees to perform the work in accordance with the "Contract Documents and Specifications for Supply, Installation and Maintenance of Individual Point of Entry Treatment Systems" dated October 15, 2010, prepared by the New Hampshire Department of Environmental Services, which is attached hereto and incorporated herein by reference.
2. The Contractor or Contractor's representative agrees to meet with the State and other such parties as the State may designate at mutually agreeable times to discuss the progress of the work, the significance of any results, and any modifications to the direction of the work should such modifications be in the interest of the State. The format of these meetings shall be at the discretion of the State.

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.1 ITEMS OF WORK

The major items of work involved in installation and maintenance of point of entry drinking water treatment systems located at various locations throughout the state of New Hampshire include the following:

- a. Maintenance of approximately 98 existing treatment systems.
- b. Installation and maintenance of approximately 97 treatment systems over a four year period.
- c. Installation and maintenance of approximately 194 carbon contactors of various sizes ranging from two cubic feet to 6 cubic feet in capacity.
- d. Collection of approximately 600 water samples from operating treatment systems throughout the state.
- e. Remove, replace and dispose of approximately 2,500 cubic feet of granular activated carbon.

##### 1.2 WORK PERFORMED UNDER SEPARATE CONTRACT

None for this project.

END OF SECTION

## Exhibit B, Contract Price

1. The total amount of all payments made to the Contractor for this contract shall not exceed

One million, Five hundred twenty four thousand, Three hundred twenty four dollars and Seventy eight cents,

\$1,524,324.78 . Payments will be based on units  
(amount in figures)

and rates contained in the Bid Schedule attached hereto and incorporated herein by reference and further described in Section 01150, Measurement and Payment of the Technical Specifications.

2. The Contractor shall submit invoices after tasks are completed throughout the project. Invoices shall be reviewed for accuracy by DES prior to approval. Payment for the work will be contingent upon DES approval of invoices and other items contained in Exhibit A, Scope of Services.
3. Invoices will be due and payable thirty (30) days after receipt and approval by DES.

## BID SCHEDULE

The Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices:

| ITEM NO | DESCRIPTION OF ITEM WITH UNIT BID IN WORDS   | UNIT | UNIT BID PRICE IN FIGURES | ESTIMATED QUANTITY | ITEM TOTAL           |
|---------|--|------|---------------------------|--------------------|----------------------|
| 1       | Site evaluation<br>four hundred sixty four dollars and forty cents<br>Per Unit   | Each | \$ <u>464.40</u>          | 58                 | \$ <u>26,935.20</u>  |
| 2       | Site installations<br>Three hundred dollars and fifty cents<br>Per Unit  | Each | \$ <u>300.50</u>          | 56                 | \$ <u>16,828.00</u>  |
| 3       | Furnish and install backwashing filter<br>one thousand five hundred eighty five dollars and eighty cents<br>Per Unit   | Each | \$ <u>1,585.80</u>        | 8                  | \$ <u>12,686.40</u>  |
| 4A      | Furnish and install water softener (0 to 3 mg/L iron)<br>one thousand eight hundred sixty eight dollars and forty cents<br>Per Unit                          | Each | \$ <u>1,868.40</u>        | 16                 | \$ <u>29,894.40</u>  |
| 4B      | Furnish and install water softener (3 to 10 mg/L iron)<br>two thousand five hundred sixty one dollars and thirteen cents<br>Per Unit                         | Each | \$ <u>2,561.13</u>        | 6                  | \$ <u>15,366.78</u>  |
| 5       | Furnish and install residential aerator<br>Six thousand two hundred seventy dollars and thirty cents<br>Per Unit   | Each | \$ <u>6,270.30</u>        | 7                  | \$ <u>43,892.10</u>  |
| 6       | Furnish and install air injection unit<br>Two thousand two hundred forty five dollars and fifty cents<br>Per Unit  | Each | \$ <u>2,245.50</u>        | 5                  | \$ <u>11,227.50</u>  |
| 7A      | Furnish and install granular activated carbon contactor, 2 cubic foot capacity<br>one thousand three hundred sixty three dollars and fifty cents<br>Per Unit | Each | \$ <u>1,363.50</u>        | 80                 | \$ <u>109,080.00</u> |

**BID SCHEDULE (continued)**

| ITEM NO. | DESCRIPTION OF ITEM WITH UNIT BID IN WORDS  | UNIT | UNIT BID PRICE IN DOLLARS | ESTIMATED QUANTITY | TOTAL               |
|----------|---|------|---------------------------|--------------------|---------------------|
| 7B       | Furnish and install granular activated carbon contractor, 3 cubic foot capacity<br><u>Two thousand Seventy dollars</u><br>Per Unit                                    | Each | \$ <u>2,070.00</u>        | 28                 | \$ <u>57,960.00</u> |
| 7C       | Furnish and install granular activated carbon contactor system, 4 cubic foot capacity<br><u>Two thousand five hundred ninety dollars and twenty cents</u><br>Per Unit | Each | \$ <u>2,590.20</u>        | 8                  | \$ <u>20,721.60</u> |
| 8        | Furnish and install UV sterilizer<br><u>one thousand nine hundred sixty one dollars and ten cents</u><br>Per Unit   | Each | \$ <u>1,961.10</u>        | 5                  | \$ <u>9,805.50</u>  |
| 9        | Furnish and install water meter<br><u>Three hundred ninety one dollars and fifty cents</u><br>Per Unit  | Each | \$ <u>391.50</u>          | 56                 | \$ <u>21,924.00</u> |
| 10       | POE maintenance coordination and site visits<br><u>Fifty dollars</u><br>Per site visit  | Each | \$ <u>50.00</u>           | 550                | \$ <u>27,500.00</u> |
| 11       | Service and replace air stripper pump<br><u>One thousand three hundred forty five dollars and fifty cents</u><br>Per Unit   | Each | \$ <u>1,345.50</u>        | 8                  | \$ <u>10,764.00</u> |

**BID SCHEDULE (continued)**

| ITEM NO. | DESCRIPTION  | UNIT    | UNIT PRICE       | ESTIMATED QUANTITY | ITEM TOTAL           |
|----------|--|---------|------------------|--------------------|----------------------|
| 12       | Service and re-bed and dispose used carbon media<br>Five hundred fifteen dollars and seventy cents<br>Per Unit | Cu. Ft. | \$ <u>515.70</u> | 1,400              | \$ <u>721,980.00</u> |
| 13       | Service, remove and dispose of used carbon media, no rebed<br>Two hundred seventy five dollars<br>Per Unit     | Cu. Ft. | \$ <u>275.00</u> | 100                | \$ <u>27,500.00</u>  |
| 14       | Service and bed carbon contactors<br>Three hundred twenty eight dollars and fifty cents<br>Per Unit            | Cu. Ft. | \$ <u>328.50</u> | 50                 | \$ <u>16,425.00</u>  |
| 15       | Service and replace ultraviolet lamp in ultraviolet sterilizer<br>Three hundred fifteen dollars<br>Per Unit    | Each    | \$ <u>315.00</u> | 10                 | \$ <u>31,500.00</u>  |
| 16A      | Service cartridge filters, regardless of size<br>Eighty five dollars and fifty cents<br>Per Filter             | Each    | \$ <u>85.50</u>  | 290                | \$ <u>24,795.00</u>  |
| 16B      | Provide 2 X 10, 5.0 micron cartridge filter<br>Four dollars and seventy three cents<br>Per Filter              | Each    | \$ <u>4.73</u>   | 290                | \$ <u>1,371.70</u>   |
| 16C      | Provide 4 X 10, 5.0 micron cartridge filter<br>Twenty five dollars and sixty five cents<br>Per Filter          | Each    | \$ <u>25.65</u>  | 145                | \$ <u>3,719.25</u>   |
| 16D      | Provide 4 X 20, 5.0 micron cartridge filter<br>Fifty three dollars and sixty four cents<br>Per Filter          | Each    | \$ <u>53.64</u>  | 145                | \$ <u>7,777.80</u>   |

**BID SCHEDULE (continued)**

| ITEM NO. | DESCRIPTION  | UNIT | UNIT PRICE       | ESTIMATED QUANTITY | TOTAL PRICE         |
|----------|--|------|------------------|--------------------|---------------------|
| 17A      | Service/maintain activated carbon contactor, no rebed<br><u>Fifty one dollars and thirty cents</u><br>Per Unit                               | Each | <u>\$ 51.30</u>  | 46                 | <u>\$ 2,359.80</u>  |
| 17B      | Service/maintain air injection unit<br><u>Two hundred seventy four dollars and fifty cents</u><br>Per Unit                                   | Each | <u>\$ 274.50</u> | 44                 | <u>\$ 12,078.00</u> |
| 17C      | Service/maintain backwashing filter<br><u>Fifty one dollars and thirty cents</u><br>Per Unit   | Each | <u>\$ 51.30</u>  | 100                | <u>\$ 5,130.00</u>  |
| 17D      | Service/maintain residential air-stripper<br><u>Two hundred ten dollars and sixty cents</u><br>Per Unit                                      | Each | <u>\$ 210.60</u> | 120                | <u>\$ 25,272.00</u> |
| 17E      | Service/maintain calcite neutralizer<br><u>One hundred sixty six dollars and fifty cents</u><br>Per Unit                                     | Each | <u>\$ 166.50</u> | 40                 | <u>\$ 6,660.00</u>  |
| 17F      | Service/maintain water softener and brine tank<br><u>One hundred thirty nine dollars and fifty cents</u><br>Per Unit                         | Each | <u>\$ 139.50</u> | 220                | <u>\$ 30,690.00</u> |
| 18A      | Water sampling without POE system maintenance, includes collect 1 - 3 samples per site<br><u>Two hundred thirty four dollars</u><br>Per Unit | Each | <u>\$ 234.00</u> | 100                | <u>\$ 23,400.00</u> |

**BID SCHEDULE (continued)**

| ITEM NO | DESCRIPTION  | UNIT | UNIT PRICE       | ESTIMATED QUANTITY | ITEM TOTAL          |
|---------|--|------|------------------|--------------------|---------------------|
| 18B     | Water sampling during POE system maintenance, includes collect 1 - 3 samples per site<br><u>Seventy nine dollars and sixty five cents</u><br>Per Unit                      | Each | <u>\$ 79.65</u>  | 695                | <u>\$ 55,356.75</u> |
| 19      | Remove, clean, sanitize POE component; replumb water supply to original configuration, as appropriate<br><u>Three hundred Twenty four dollars</u><br>Per Component         | Each | <u>\$ 324.00</u> | 150                | <u>\$ 48,600.00</u> |
| 20      | Transport and disposal of POE components<br><u>Forty six dollars and eighty cents</u><br>Per Component   | Each | <u>\$ 46.80</u>  | 10                 | <u>\$ 468.00</u>    |
| 21      | Technician labor, blended rate (includes clerical staff, water treatment technician, project manager, principal)<br><u>Seventy six dollars and fifty cents</u><br>Per Unit | Hour | <u>\$ 76.50</u>  | 775                | <u>\$ 59,287.50</u> |
| 22A     | Furnish and install 2X10, 5 micron, cartridge filter assembly<br><u>one hundred eighty one dollars and eighty cents</u><br>Per Assembly                                    | Each | <u>\$ 181.80</u> | 50                 | <u>\$ 9,090.00</u>  |
| 22B     | Furnish and install 4X10, 5 micron, cartridge filter assembly<br><u>Three hundred fifty five dollars and fifty cents</u><br>Per Assembly                                   | Each | <u>\$ 355.50</u> | 25                 | <u>\$ 8,887.50</u>  |

**BID SCHEDULE (continued)**

| ITEM NO.   | DESCRIPTION  | UNIT | UNIT PRICE       | ESTIMATED QUANTITY | ITEM TOTAL          |
|--|--|------|------------------|--------------------|---------------------|
| 22C  | Furnish and install 4X20, 5 micron, cartridge filter assembly<br>seven hundred fifteen dollars and fifty cents<br>Per Assembly | Each | \$ <u>715.50</u> | 22                 | \$ <u>15,741.00</u> |
| <p><b>TOTAL BID PRICE</b> <span style="float: right;">\$ <u>1,524,324.78</u></span><br/> <span style="float: right;">(In figures)</span></p> <p><u>ONE-MILLION FIVE-HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS</u><br/> <span style="float: right;">(In words)</span></p> <p><b>Contractor/Bidder Name:</b><br/> <u>SECONDWIND WATER SYSTEMS, INC.</u></p> <p>(Bid forms shall be completed in ink or by typewriter. In case of a conflict between the unit price and the total amount for the item, the unit price will take precedence. In conflict between the Total Bid Price in numerals and written words, the written words take precedence.)</p> |  |      |                  |                    |                     |

The Bidder hereby agrees to commence the Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 1,460 calendar days (4 years) thereafter.

The Bidder hereby agrees that he will not withdraw his Bid within 120 consecutive calendar days after the actual date of the Opening of Bids and that, if the Owner shall accept this Bid, the Bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds within ten (10) days after notification that the Agreement and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as herein above set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid security which shall become the Owner's property.

The Bidder, by submittal of this Bid, agrees with the Owner that the amount of the Bid security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Secondwind Water Systems, Inc. L.S.  
(Name of Bidder)

(SEAL) Christine P. Fletcher, President  
(Signature and title of Authorized Representative)

735 East Industrial Park Drive  
(Business Address)

Manchester, NH 03109  
(City and State)

November 4, 2010  
(Date)

The Bidder is a (corporation) (partnership) (individual) incorporated in the State (Commonwealth) of NH.

*Jan R. Beauvais*  
SECRETARY

\*Bidder must strike out as necessary to make this sentence read correctly.

(NOTE: If the Bidder is a corporation, affix the corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.)

President, Treasurer: *Christine P. Fletcher*  
Vice President, Secretary: *Jan R. Beauvais*

*CPF*

**EXHIBIT C  
SPECIAL PROVISIONS TO THE  
GENERAL PROVISIONS**

The following supplements modify, change, delete, or add to the "General Provisions" of the Agreement. Where any Article of the General Provisions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

**ARTICLE 1 – IDENTIFICATION AND DEFINITIONS**

Insert the following after 1.18

- 1.19 Change Order - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.20 Contract Documents - The contract, including any advertisement for bids, information for bidders, bid, bid bonds, agreement, payment bond, performance bond, notice of award, notice to proceed, change orders, specifications and addenda.
- 1.21 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.22 DES – The New Hampshire Department of Environmental Services.
- 1.23 Installer -The person who performs the actual installation of the point of entry treatment system. The installer shall be an employee or subcontractor of the Contractor.
- 1.24 Homeowner - The person or company who owns the residence or building where the point of entry treatment system has been or is to be installed.
- 1.25 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.26 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.27 Owner - The Owner shall mean the State of New Hampshire, acting through the New Hampshire Department of Environmental Services.

**EXHIBIT C**  
**SPECIAL PROVISIONS TO THE**  
**GENERAL PROVISIONS**  
**(Continued)**

- 1.28 POE - Point of entry treatment system.
- 1.29 Public Water System - A “public water system” as defined in RSA 485:I-aXV.
- 1.30 Residence - The building where the point of entry treatment system has been or is to be installed, whether a residence or a business.
- 1.31 Resident/User - Any person who resides or works at the location where the point of entry treatment system has been or is to be installed and uses the POE.
- 1.32 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a sub-contractor, manufacturer, supplier or distributor, which illustrates how specific portions of the Work shall be fabricated or installed.
- 1.33 Sub-contractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work.
- 1.34 Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project.

**Add the following to ARTICLE 12**

**ARTICLE 12 – ASSIGNMENT, DELEGATION AND SUBCONTRACTORS**

12.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which , under usual contracting practices, are performed by specialty subcontractors.

12.2 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

12.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of

**EXHIBIT C**  
**SPECIAL PROVISIONS TO THE**  
**GENERAL PROVISIONS**  
**(Continued)**

subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

**Add the following article after ARTICLE 21**

**ARTICLE 22 - EXTRA WORK AND CHANGE ORDERS**

22.1 The Owner may at any time by written order and without notice to the Sureties require the performance of extra work or changes in the work as may be found necessary or desirable by issuance of a Change Order. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with whichever of the following plans the Owner elects: (1) a price agreed upon between the parties and stipulated in the order for the extra work; (2) a price based on the unit prices of the contract; or (3) a price determined by adding 10% to the "reasonable cost" of the extra work performed, such "reasonable cost" to be determined by the Owner in accordance with the following paragraph.

22.2 In arriving at the "reasonable cost" for the purposes of (3) above, the Owner shall include the reasonable cost to the Contractor of all materials used, of all labor, both common and skilled, of travel, shipping, and the fair-market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the Contractor of any additional insurance that may be required covering public liability for injury to persons and property, the cost of Workmen's Compensation Insurance, Federal Social Security, and any other costs based on payrolls, and required by law. The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his project supervisor or his superintendent, as assessed upon the amount of extra work, these items being considered covered by the ten percent (10%) added to the reasonable cost. Furthermore, no allowance for use of capital or premium on the bond will be considered unless the extra work includes an extension of time approved and authorized by the Owner.

22.3 In the case of extra work which is done by subcontractors, whether these are under the specific contract items provided herein, or otherwise if so approved by the Owner, the 10% added to the reasonable cost of the work will be allowed only to the subcontractor. On such work an additional percentage of the reasonable cost (before addition of the 10%) will be paid to the Contractor for his work in directing the operations of the subcontractor, for

**EXHIBIT C**  
**SPECIAL PROVISIONS TO THE**  
**GENERAL PROVISIONS**  
**(Continued)**

administrative supervision, and for any overhead involved. Such percentage shall be in accordance with the following schedule: Reasonable cost up to and including \$50,000 - 10%; \$50,000 to and including \$100,000 - 7 ½%; greater than \$100,000 - 5%.

22.4 The Owner may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. However, if the Contractor believes that any minor change or alteration authorized by the Owner entitles him to an increase in the contract price, he may make a claim therefore as provided in Item 22, below.

**Add the following article after ARTICLE 22**

**ARTICLE 23 - CLAIMS FOR EXTRA COST**

23.1 No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order by the Owner, and the claim presented for payment with the first estimate after the changed or extra work is done. When work is performed under the terms of Item 23, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, shall allow the Owner access to accounts relating thereto.

a. If the Contractor claims that any instructions by drawings or similar documents issued after the date of the contract involve extra cost under the contract, he shall give the Owner written notice after the receipt of such instruction and before proceeding to execute the work, except in an emergency which threatens life or property, then the procedure shall be as provided for under Item 22, "Extra Work and Change Orders." No such claim shall be valid unless so made.

**Add the following article after ARTICLE 23**

**ARTICLE 24 – INSPECTION OF THE WORK**

24.1 For purposes of inspection, the Owner may enter upon the Work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. The Owner shall be furnished with every facility for ascertaining that the Work is in accordance with the requirements and

**EXHIBIT C**  
**SPECIAL PROVISIONS TO THE**  
**GENERAL PROVISIONS**  
**(Continued)**

intention of the contract, even to the extent of uncovering or taking down portions of finished work.

24.2 During construction and on its completion, all work shall conform to the location, lines, levels and grades indicated on the drawings or established on the site by the Owner and shall be built in a workmanlike manner, in accordance with the drawings and specifications and the supplementary directions given from time to time by the Owner. In no case shall any work which exceeds the requirements of the drawings and specifications be paid for unless ordered in writing by the Owner.

24.3 Unauthorized work and work not to plans and specifications shall be handled as follows:

a. Work considered by the Owner to be outside or different from the plans and specifications and done without instruction by the Owner, or in the wrong location, or done without proper lines or levels, may be ordered by the Owner to be uncovered or dismantled.

b. Work done in the absence of the Owner may be ordered by the Owner to be uncovered or dismantled.

c. Should the work thus exposed or examined prove satisfactory, the uncovering or dismantling and the replacement of material and rebuilding of the work shall be considered as "EXTRA WORK."

## Exhibit D

### SECTION 01150

#### MEASUREMENT AND PAYMENT

##### 1.0 BASIS OF PAYMENT

The following paragraphs describe the measurement and payment for work to be performed under the respective items listed in the Bid.

Each unit or lump sum price stated in the Bid shall constitute full compensation for each completed item of the work as specified.

The actual number of units of each unit price item of work may be more, less, or never stated in the bidding schedule of the Bid or included in the Contract. No variation in the contract price will be made until the original quantities installed are varied by more than 25% and a hardship exists for the Contractor or the Owner. Payment will be made only for the actual number of units or work performed, and at the contract unit price for each such unit with measurement for payment made as defined in the paragraphs below.

No partial payments for equipment delivered under this Contract will be made until the required operation and maintenance manuals have been received by the Owner.

##### ITEM 1 – SITE EVALUATIONS

- a. Measurement for payment for site evaluations will be based on the actual number of site evaluations conducted.
- b. Payment for site evaluations will be made at the corresponding unit price stipulated and shall constitute full compensation for conducting the site visit, including: interviewing the User and Owner if the Owner is different from the User; obtaining water samples; delivering the samples to an approved laboratory; design of the appropriate POE system for the specific Residence; submittal of the proposed design to DES for approval; making any changes to the design determined to be necessary by DES; completion of the Installation Report; and furnishing all labor, materials, equipment, travel and tolls necessary to conduct a site evaluation.

##### ITEM 2 – SITE INSTALLATIONS

- a. Measurement for payment for site installations will be based on the actual number of site installations conducted.
- b. Payment for site installations will be made at the corresponding unit price stipulated and shall constitute full compensation for performing the site installation, including: labor, materials, tools, equipment and travel and tolls to and from the site. This item does not include furnishing and installing

equipment at each site installation which are covered in the appropriate items listed in the Bid. Payment for this item shall include: preparing a location within the building for the installation of the POE treatment system; supplying and installing valves, piping, and fittings necessary for the installation, including treatment system bypass piping; connections to existing piping; providing and making electrical connections, where necessary, for the operation of the treatment system; testing; repairing of leaks; and cleanup following completion of the installation for a complete installation of the treatment system.

- c. Payment for supplying individual treatment system components shall be paid for under the corresponding item contained in the Bid.

### ITEM 3 – BACKWASHING FILTERS

- a. Measurement for payment for backwashing filters will be as a unit for the actual number of backwashing filters installed.
- b. Payment for backwashing filters shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment to install backwashing filters and shall include piping, furnishing and installing backwashing filters, complete including filter media and control valves, by-pass valve, connections to existing piping, connections to waste piping, connecting to upstream and downstream treatment units, testing, repairing of leaks and making necessary electrical connections.

### ITEMS 4A and 4B – WATER SOFTENER

- a. Measurement for payment for water softeners will be as a unit for the actual number of water softeners installed.
- b. Payment for water softeners shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install water softeners and shall include piping, furnishing and installing water softeners, complete including exchange cation resin, brine tank and safety float, and control valves, by-pass valve, connections to existing piping, connections to waste piping, connecting to upstream and downstream treatment units, testing, repairing of leaks and making necessary electrical connections.

### ITEM 5 – RESIDENTIAL AERATOR

- a. Measurement for payment for residential aerators will be as a unit for the actual number of residential aerators installed.
- b. Payment for residential aerators shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install residential aerators and shall include piping,

furnishing and installing residential aerators, complete including aeration tank, air blower, by-pass valve, exhaust air vent, treated water holding tank, re-pressurization pump and pump controls, re-pressurization tank, connections to existing piping, connecting to upstream and downstream treatment units, testing, repairing of leaks and making electrical connections.

#### ITEM 6 – AIR INJECTION UNIT

- a. Measurement for payment for air injection units will be as a unit for the actual number of air injection units installed.
- b. Payment for air injection units shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install air injection units and shall include piping, furnishing and installing air injection units, complete including process tank with air release valve, air pump, by-pass valve, connections to existing piping, connecting to upstream and downstream treatment units, testing, repairing of leaks and making electrical connections.

#### ITEMS 7A, 7B, and 7C – GRANULAR ACTIVATED CARBON CONTACTOR SYSTEMS

- a. Measurement for payment for granular activated carbon contactors will be as a unit for each granular activated carbon contactor installed.
- b. Payment for granular activated carbon contactors shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install granular activated carbon contactor and shall include piping, furnishing and installing the contactor, complete including granular activated carbon and control valve, by-pass valve, connections to existing piping, connecting to upstream and downstream treatment units, testing, repairing of leaks and making electrical connections.
- c. Where multiple units are installed, the price contained in the Bid will be paid for each contactor installed.
- d. Re-generated activated carbon shall not be used for any treatment system.

#### ITEM 8 – ULTRAVIOLET STERILIZER

- a. Measurement for payment for ultraviolet sterilizer units will be as a unit for the actual number of ultraviolet sterilizer units installed.
- b. Payment for ultraviolet sterilizer units shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor,

materials, and equipment to install ultraviolet sterilizers and shall include piping, furnishing and installing ultraviolet sterilizer units, complete including UV chamber, UV lamp and sleeve, light sensor, alarm and intensity meter, connections to existing piping, connecting to upstream and downstream treatment units, testing, and repairing leaks and making electrical connections.

**ITEM 9 – WATER METER**

- a. Measurement for payment for water meters will be as a unit for the actual number of water meters installed.
- b. Payment for water meters shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install water meters and shall include piping, furnishing and installing water meters, complete including, connections to existing piping, connecting to upstream and downstream treatment units, testing, and repairing of leaks.

**ITEM 10 – POE MAINTENANCE COORDINATION AND SITE VISITS**

- a. Measurement for payment for POE maintenance coordination and site visits will be as a unit for the actual number of POE maintenance events conducted.
- b. Payment for POE maintenance coordination and site visits shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment necessary to coordinate maintenance events and shall include communication, travel, tolls, and computers required for scheduling and coordination. Payment shall include labor, travel and tolls from the Contractor's office to and return from the site where maintenance activities are performed.
- c. Payment under this item shall be for general maintenance activities at the site. Specific maintenance activities beyond general maintenance shall be paid for under separate items in the Bid.

**ITEM 11 – SERVICE AND REPLACE AIR STRIPPER PUMP**

- a. Measurement for payment for servicing and replacing air stripper pumps will be as a unit for the actual number of air stripper pumps serviced and replaced.
- b. Payment for servicing and replacing air stripper pumps shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to service and replace the air stripper pump and shall include providing and installing the replacement pump, transportation and disposal of the old pump, cleaning and sanitizing the new pump and piping, reconnections to existing piping, testing,

sanitizing the new pump and piping, reconnections to existing piping, testing, and repairing of leaks, electrical connections, and all other work and expenses incidental thereto.

#### ITEM 12 – SERVICE AND RE-BED CARBON CONTACTORS

- a. Measurement for payment for servicing and re-bedding activated carbon contactors will be by the cubic foot for the actual volume of activated carbon used in re-bedding the contactors.
- b. Payment for servicing and re-bedding activated carbon contactors shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to remove the media in the contactors and supply and place new media in the vessel and shall include transportation and disposal of spent media, and all other work and expenses incidental thereto.
- c. Re-generated activated carbon shall not be used for any treatment system.

#### ITEM 13 – SERVICE, REMOVE AND DISPOSE OF MEDIA FROM CARBON CONTACTORS

- a. Measurement for payment for servicing, removing and disposing of media from activated carbon contactors will be by the cubic foot for the actual volume of activated carbon removed and disposed of.
- b. Payment for servicing and removing and disposing of activated carbon shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to remove the media from the contactors and shall include transportation and disposal of spent media, securing the treatment system for extended shutdown and all other work and expenses incidental thereto.
- c. This item is to be used where the treatment system is to be shut down or bypassed for an extended period and the media is to be removed, leaving the vessels empty.

#### ITEM 14 – SERVICE AND BED CARBON CONTACTORS

- a. Measurement for payment for servicing and bedding activated carbon contactors will be by the cubic foot for the actual volume of activated carbon used in bedding the contactors.
- b. Payment for servicing and bedding activated carbon contactors shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to clean and

sanitize treatment vessels with a cleaning solution and supply and place new media in the vessel and shall include all other work and expenses incidental thereto and to place the system on-stream and be fully operational.

- c. Re-generated activated carbon shall not be used for any treatment system.
- d. This item is to be used after seasonal inactivity or where a system has been by-passed for extended period of time.

**ITEM 15 – SERVICE AND REPLACE ULTRAVIOLET LAMPS**

- a. Measurement for payment for servicing and replacing ultraviolet lamps will be as a unit for the actual number of ultraviolet lamps serviced and replaced.
- b. Payment for servicing and replacing ultraviolet lamps shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to remove and replace an ultraviolet lamp in a sterilizer unit and to clean and sanitize the component. Payment shall be full compensation for providing and placing the new lamp and removal, transportation and disposal of the old lamp and for all other work and expenses incidental thereto.

**ITEM 16A, 16B, 16C & 16D – SERVICE AND REPLACE CARTRIDGE FILTERS**

- a. Measurement for payment for servicing and replacing cartridge filters will be as a unit for the actual number of cartridge filters serviced regardless of the size of the filters.
- b. Measurement for payment for replacing cartridge filters will be based on the type and number of cartridge filters replaced.
- c. Payment for servicing cartridge filters shall be made at the corresponding unit price stipulated for the size filter replaced and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to place the replacement cartridge filter and clean and sanitize cartridge filter assemblies and components. Payment shall be full compensation for placing the new cartridge filter and removal, transportation and disposal of the old filter and for all other work and expenses incidental thereto.
- d. Payment for providing cartridge filters shall be made at the corresponding unit price for the number and type of filter provided and shall be full compensation for providing new cartridge filters of the size and type called for.

**ITEM 17A, 17B, 17C, 17D, 17E & 17F – SERVICE AND MAINTENANCE OF POE TREATMENT SYSTEM COMPONENTS**

- a. Measurement for payment for servicing and performing maintenance of specific treatment system components will be as a unit for the type and actual number of treatment system components serviced and maintained.
- b. Payment for servicing and maintaining treatment system components shall be made at the corresponding unit price stipulated for the specific type of system component and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to conduct the service and maintenance of the component and to clean and sanitize the components. Payment shall be full compensation for performing the service and maintenance activities described in the specifications.
- c. Planning, coordination and travel to and from the site of the servicing and maintenance shall be paid for under a separate item.

#### ITEM 18A & 18B – COLLECTING WATER SAMPLES

- a. Measurement for payment for collecting and delivering water samples will be as a unit for the actual number of water sampling events conducted. Each event may consist of collecting up to three water samples at a single location.
- b. Payment for collecting and delivering water samples shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to travel to the sampling locations, collect up to three water samples, and deliver the samples to the designated laboratory. Payment shall be full compensation for providing labor and travel and tolls to and from the site and to and from the designated laboratory and for all other work and expenses incidental thereto.
- c. Payment for collecting and delivering water samples in conjunction with servicing a treatment system shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to collect up to three water samples and deliver the samples to the designated laboratory. Payment shall be full compensation for providing labor and travel and tolls to and from the designated laboratory and for all other work and expenses incidental thereto.

#### ITEM 19 – REMOVE POE TREATMENT SYSTEM COMPONENTS AND REPLUMB PIPING

- a. Measurement for payment for removing treatment system components and re-plumbing piping for a site will be as a unit for the actual number of treatment system components removed. Components will be considered as a unit, i.e. two carbon contactors, water softening system, residential aerator, backwashing filter and ultraviolet sterilizer are each considered to be one component.

- b. Payment for removing treatment system components and re-plumbing the piping shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to remove the treatment system component, clean and sanitize the treatment system component, transport and deliver the treatment system component to the State Surplus Facility located at 144 Clinton Street, Concord, New Hampshire and re-plumb the piping to at least an equivalent condition to what it was like prior to the installation of the treatment system. The size and material of the piping shall match or be an improvement to what was there prior to the installation of the POE treatment system. Payment shall be full compensation for providing labor, materials, transportation, tolls, piping, and incidentals necessary to remove and transport the treatment system component and re-plumb the piping at the site to connect it to the piping system and for all other work and expenses incidental thereto. This shall include cleaning the area where the treatment system had been installed and leaving the area in a workmanlike condition.
- c. Payment under this item shall be for the removal of each treatment system component. Where more than one component is present at an installation, payment shall be made for each component removed.
- d. Removal and transportation to the State Surplus Facility of minor POE components such as cartridge filters, water meters, and in-line static mixers shall be incidental to the Work under this item.

**ITEM 20 – DISPOSAL OF UNSALVAGEABLE POE TREATMENT SYSTEM COMPONENTS**

- a. Measurement for payment for disposing of unsalvageable POE treatment system components will be as a unit for the actual number of treatment system components disposed of. Components will be considered as a unit, i.e. two carbon contactors, water softening system, residential aerator, backwashing filter and ultraviolet sterilizer, are each considered to be one component.
- b. Payment for disposal of unsalvageable POE system components shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all tools, labor, materials, and equipment necessary to transport the unsalvageable POE system component from either the location where the system was removed from or the State Surplus Facility located at 144 Clinton Street, Concord to the disposal facility and to cover the cost for disposal of the component. Payment shall be full compensation for providing labor, materials, transportation, tolls, and incidentals necessary to transport the treatment system component and pay the disposal fee.
- c. Payment under this item shall be for the number of treatment system components disposed of including all components that were not accepted at the

State Surplus Facility. Disposal of each individual component from the same POE treatment system will be paid for separately. Transport and disposal of water meters, valves, piping, pipe supports, etc. shall be incidental to the disposal of the individual components and shall not be paid for separately.

#### ITEM 21 – TECHNICIAN LABOR

- a. Measurement for payment for technician labor will be by the hour for each hour worked in the field. Travel time for the technician from the contractor's office to the place of work and back shall be included in the measurement. Measurement shall be to the nearest 0.5 hours.
- b. Payment for technician labor shall be made at the contract unit price per hour and shall be full compensation for all expenses involved, including salary of the technician, company overhead, profit, travel, tolls and incidentals necessary.
- c. The Contractor shall document the technician labor hours by maintaining time sheets for all technicians involved in carrying out the work. Time sheets shall be submitted with the payment request for the payment period.
- d. The cost of home office coordination and supervision of the technician shall not be paid for separately and shall be included in the overhead rate.
- e. This item shall be for conducting activities authorized by the Owner related to the maintenance, user complaint, and/or repair of POE systems and/or system components and not otherwise specified in the Bid.

#### ITEMS 22A, 22B, & 22C – CARTRIDGE FILTER ASSEMBLIES

- a. Measurement for payment for providing and installing cartridge filter assemblies will be as a unit for the actual number of cartridge filters installed.
- b. Payment for cartridge filter assemblies shall be made at the corresponding unit price stipulated and shall constitute full compensation for furnishing all labor, materials, and equipment to install a cartridge filter assembly and shall include piping, furnishing and installing the cartridge filter assembly, complete including connections to existing piping, pipe supports, connections to upstream and downstream treatment units, testing, and repairing of leaks.

#### 2.0 INCIDENTAL WORK

The following work items shall not be measured for separate payment and should be included in the above payment items as appropriate:

- a. Clean-up at each POE installation site.
- b. Piping, valving, pipe supports, as necessary to connect the POE treatment system to

the internal piping of the residence.

- c. Transportation and disposal of piping, valving, pipe supports, cartridge filters, in-line static mixers etc. determined to be unsalvageable.
- d. Electrical provisions including wiring, circuit breaker, connection to circuit breaker, electrical outlet, etc. necessary for the proper operation of the POE system and/or individual POE system components.

**END OF SECTION**





30 SOUTH ROAD • FARMINGTON, CT 06032 • TELEPHONE: (860) 415-8400

*CONTINUATION CERTIFICATE*

**BOND NO:** F21449  
**ON BEHALF OF:** SECONDWIND WATER SYSTEMS INC.  
**IN FAVOR OF:** NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
**BOND AMOUNT:** \$25,000.00

ACSTAR Insurance Company hereby agrees to continue said bond in force for the further period:

Beginning on February 15, 2015

and

Continuing through February 14, 2016

All other terms and conditions remain unchanged.

Signed and sealed this 6<sup>th</sup> day of April, 2015.

ACSTAR Insurance Company

  
Henry W. Nozko, Jr. - President

HWNJR/dlp

Exhibit E

Bond No. F21449

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Secondwind Water Systems, Inc.

(Name of Contractor)

735 East Industrial Park Drive, Manchester, NH 03109

(Address of Contractor)

a Corporation

(Corporation, Partnership, Individual)

hereinafter called Principal, and

ACSTAR Insurance Company

(Name of Surety)

233 Main Street, New Britain, CT 06051

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

New Hampshire Department of Environmental Services

(Name of Owner)

29 Hazen Drive, Concord, NH 03302

(Address of Owner)

hereinafter called OWNER, in the penal sum of

\$ 25,000.00

(In Figures)

Twenty-five thousand & 00/100 Dollars

(In Words)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal is about to enter into a certain CONTRACT with the OWNER, dated the 21st day of December 2010, for Supply, Installation and Maintenance of Individual Point of Entry Treatment

Bond No. F21449

PERFORMANCE BOND (continued)

Units (FOEs) which CONTRACT and CONTRACT DOCUMENTS for said Work shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur, up to a maximum of \$25,000 in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is for a twelve month duration and nonrenewal shall not be an event of default by the Surety. Bond shall exclude any loss incurred by Obligee or others subsequent to bond expiration and excludes any procurement cost or expenses. The obligation incurred during bond period shall only apply to revenue earned during the bond period.

Bond No. F21449

PERFORMANCE BOND (continued)

IN WITNESS WHEREOF, this instrument is executed in one original counterparts, one of which shall be deemed an original, this the 15th <sup>number</sup> day of ~~XXX~~ February, 2011.

Secondwind Water Systems, Inc.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

BY \_\_\_\_\_  
(Principal)

(SEAL)

\_\_\_\_\_  
(Witness ~~sp~~ Principal)

Secondwind Water Systems, Inc.  
735 East Industrial Park Drive  
Manchester, NH 03109  
(Address)

\_\_\_\_\_  
(Address)

ACSTAR Insurance Company  
(Surety)

ATTEST

HW Nozko III  
(Surety Secretary) Henry W. Nozko, III

(SEAL)

Walter L. Plante  
(Witness as to Surety)

BY HW  
(Attorney-in-Fact)

233 Main Street  
(Address)  
New Britain, CT 06051

Henry W. Nozko, Jr., President  
233 Main Street, New Britain, CT 06051  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute Bond

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

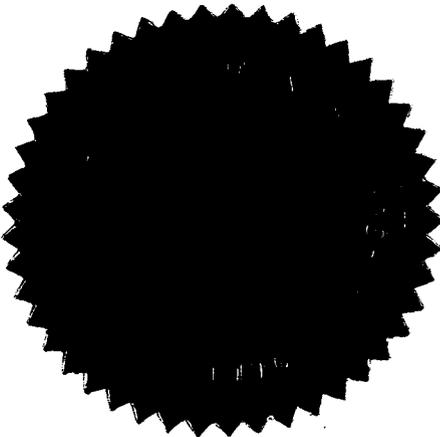




State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECONDWIND WATER SYSTEMS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 28, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of April, A.D. 2011

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

William M. Gardner  
Secretary of State

CONSENT OF STOCKHOLDERS AND DIRECTORS  
OF  
SECONDWIND WATER SYSTEMS, INC.

The undersigned Stockholders and Directors of the Corporation, hereby consent to and ratify the actions taken as set forth below:

**RESOLVED:** That the Corporation is authorized to take any action and to execute any documents necessary to enter into a contract with the State of NH Department of Environmental Service for Supply, Installation and Maintenance of Individual Point of Entry Systems;

**RESOLVED:** That Christine Peach Fletcher and Jan Beauvais each shall be authorized to execute any documents needed to complete this transaction on behalf of the Corporation.

The signing of this Consent by the undersigned stockholders and directors shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

Consent dated: April 18, 2011



Christine Peach Fletcher  
Stockholder and Director



Jan R. Beauvais  
Stockholder and Director

**Secondwind  
Water Systems, Inc.**

