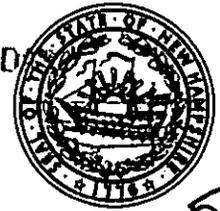




The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

July 25, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Wind River Environmental, LLC (VC# 259847-R001), Marlborough, MA, in the amount of \$60,600 for cleaning siphon river crossing pipes, catch basins, and other vactor truck services at locations within the Winnepesaukee River Basin Program's (WRBP) sewerage system, effective upon Governor and Council approval through June 30, 2023. 100% WRBP Funds.

Funds to support this request are anticipated to be available in the following accounts in FY 2020 -2023 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
030-044-044-442010-1300-048-500226	\$15,300	\$14,700	\$15,100	\$15,500
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Bldg. & Grnds				

EXPLANATION

The Winnepesaukee River Basin Program (WRBP) owns and maintains a regional sewer system in the Lakes Region of New Hampshire. The system includes a number of inverted siphons and other facilities that periodically require cleaning with a sewer vactor - a large, truck-mounted vacuum device and jet-cleaner. The WRBP does not have enough need to consider purchasing a sewer vactor. Accordingly, the WRBP periodically solicits quotations for vactor services from area firms that own vactors.

This contract includes semi-annual vactoring of the five (5) inverted siphons in Franklin and Belmont, the two influent (sewage) channels at the Winnisquam pumping station in Laconia, ten (10) storm water catch basins in Franklin at the wastewater treatment plant and one at the Winnisquam pump station. Details and schedules for the work are provided in Exhibit A of the agreement. An annual contingency for unscheduled services is also included in the contract should the need arise, for example, when a sewer line blockage occurs.

A Request for Proposals (RFP) was prepared and sent to twelve (12) firms known to provide these types of services. The RFP was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

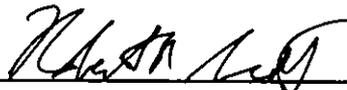
	<u>Scheduled Services</u>	<u>Unscheduled Services</u>	<u>Total</u>
Wind River Environmental, LLC Marlborough, MA	\$40,600.00	\$20,000	\$60,600.00
Ted Berry Company Inc, Livermore, NH	\$68,511.01	\$20,000	\$88,511.01
Enpro, Pembroke, NH			No Response
Araco Sewer & Drain Service , S. Easton, MA			No Response
Stearns Septic, Grantham, NH			No Response
Bellemore Septic, Bedford, NH			No Response
Advanced Pipe Inspection, Inc., E. Dedham, MA			No Response
Berkshire Industrial Services, Melvin Village, NH			No Response
Clean Harbors, Norwell, MA.			No Response
Eastern Pipe Service, Inc., Bow, NH			No Response
Severn Trent Pipe Services, Manchester, NH			No Response
Badger Daylighting, Portland, ME			No Response

Based on the bids, we wish to award the contract to Wind River Environmental, LLC. This company has satisfactorily performed vactor services and other services for the WRBP over the last nine years. The cost limitation of the contract is the annual cost of scheduled services, plus \$5,000 per year for any necessary, unscheduled emergency services.

Note that all operating costs of the WRBP are paid by the users of the wastewater treatment and collection system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

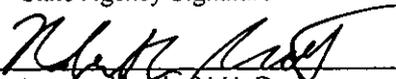
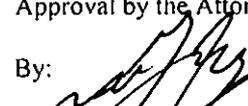
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Wind River Environmental, LLC		1.4 Contractor Address 46 Lizotte Drive, Suite 1000, Marlborough, MA 01752	
1.5 Contractor Phone Number 802-223-3452	1.6 Account Number 030-044-044-442010 1300-048-500226	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$60,600.00
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Branch Manager Michael Mudar	
1.13 Acknowledgement: State of <u>Vermont</u> County of <u>Washington</u> On <u>3/8/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13a Signature of Notary Public or Justice of the Peace [Seal] <u>Jeni Miller</u>			
1.13b Name and Title of Notary or Justice of the Peace <u>Jeni Miller</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHD.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/30/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A THE SERVICES

SCHEDULED SERVICES

Cleaning of the dual influent channels at the Winnisquam Pump Station located at 202 Water Street in Laconia, removal of grit from one raw and one degrittied septage tank located at the Franklin wastewater treatment plant, several storm water catch basins, and several inverted siphons and their associated inlet and outlet chambers which are located throughout the Winnepesaukee River Basin Program's collection system. The siphons have either two or three pipes which cross under a river. On either bank of the river, there exists an access chamber to each inverted siphon to provide access for cleaning. Siphon pipe sizes vary from as small as 6" in diameter to as large as 12" in diameter. The WRBP will provide one member of its staff to accompany the contractor during all work.

Semi-annual cleaning

Semi-annual cleaning will typically be performed during the months of May and October. Any alternative schedule shall be approved by the WRBP prior to work. Your bid must include a cost for: two cleanings of the five (5) siphons; removal of grit from one (1) septage receiving and one (1) degrittied septage tank; three (3) storm water catch basins; and the pair of influent channels in fiscal year 2020 (in October of 2019 and May of 2020), in fiscal year 2021 (in October of 2020 and May of 2021), in fiscal year 2022 (October 2021 and May 2022), and in fiscal year 2023 (October 2022 and May 2023).

Note that each siphon cleaning event must include pressure washing of the inside of each siphon chamber structure on both ends of the inverted siphons as well as flushing of siphon pipes.

Semi-annual grit removal from one (1) raw septage receiving tank and one (1) degrittied septage tank, both tanks are approximately 17 feet 6 inches in depth with an access opening of 4 feet by 4 feet. A total of approximately 2 yards have been removed each time the grit has been removed from both tanks. Contractor is responsible for removing all grit regardless of volume. The grit will be deposited on site at the Franklin treatment plant, and the WRBP will dispose of it.

There are a number of storm water catch basins which will have their sumps vactored clean. There are two (2) catch basins at the Franklin treatment plant and one (1) at the Winnisquam pump station at 202 Water Street in Laconia, which are subjected to heavier use than the others; therefore, they will be cleaned more frequently on a scheduled basis. The two (2) in Franklin and the one (1) catch basin in Laconia are to be cleaned semi-annually, at the same time as the siphon chamber cleanings.

- 1) Franklin area at Senior Haven – under the Winnepesaukee River – 1 barrel at 6 inches in diameter and 1 barrel at 10 inches in diameter approximately 530 feet long.
- 2) Franklin area at Bow Street – under the Winnepesaukee River – 2 barrels at 6 inches in diameter and 1 barrel at 12 inches in diameter approximately 280 feet long.
- 3) Franklin area at West Franklin – under the Pemigewasset River – 2 barrels at 6 inches diameter and 1 barrel at 12 inches in diameter approximately 400 feet long.

EXHIBIT A
THE SERVICES - Continued

- 4) Franklin area at River Street – under the Winnepesaukee River – 2 barrels at 6 inches in diameter and 1 barrel at 12 inches in diameter approximately 140 feet long.
- 5) Belmont area at NH Route 140 – under Tioga River – 1 barrel at 6 inches in diameter and 1 barrel at 12 inches in diameter approximately 55 feet long.
- 6) Franklin Treatment Plant grit removal from 1 raw septage tank and 1 degrittied septage tank.
- 7) Laconia area at 202 Water Street – influent channels – 2 open channels 30 inches wide and approximately 31 feet long
- 8) Two (2) catch basins at the treatment plant and one (1) at the Winnisquam pump station

One-time only cleaning

The ten (10) catch basins at the treatment plant in Franklin will receive a one-time only cleaning in October 2019.

All work to be completed to the satisfaction of the WRBP staff who will accompany the contractor at the work locations.

UNSCHEDULED SERVICES

Unscheduled services will be paid under the terms outlined in Exhibit "B" of this Agreement. Bidder shall provide a regular and overtime per hour rate for a vector truck including labor (2 men) and also provide the minimum number of hours or service charge for unscheduled vector service. Fuel surcharges, travel, mobilization/demobilization, and any other charges shall be included in the hourly rate unless clearly delineated by the bidder in Exhibit B.

CONTRACTOR RESPONSIBILITIES

- The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the scope of work. It shall be the sole responsibility of the contractor awarded the contract to comply with all local, state and federal rules and regulations in the commission of the work requested by this proposal. The material removed from the catch basins, tanks, channels, and siphon chambers will be transported to the Franklin Wastewater Treatment Plant for disposal. It will be the plant's responsibility to dispose of the material in accordance with all applicable federal, state and local regulations governing such waste. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions; therefore, it is recommended that each bidder inspect the sites so that any questions can be answered prior to finalizing their quotation.

Work must be completed during normal treatment plant working hours of Monday-Friday, 7:00 A.M. to 3:00 P.M. The WRBP facilities are closed on State Holidays.

EXHIBIT A
THE SERVICES - Continued

SAFETY

The WRBP operates an active safety program, with a safety committee and safety manual that augments NHDES Safety requirements. The selected contractor shall comply with all WRBP safety rules, in addition to all applicable state and federal worker safety laws and regulations, including those dealing with confined spaces.

The siphon chambers manholes are confined spaces (permit required) as per OSHA definition in 29 CFR Part 1910 and the NH Department of Labor Safety Regulations. Attached is Figure 7.3 taken from the WRBP's confined space policy which shows expected hazards and required precautions for these confined spaces. Prior to beginning work, the contractor must provide WRBP a copy of the confined space program that the contractor intends to follow or provide details of the contractor's confined space program. Exhibit C of the contract shall contain a Certification Statement from the contractor stating compliance with OSHA confined space regulations. The contractor is responsible for all the safety equipment and procedures required in Figure 7.3, OSHA, and the contractor's confined space program.

BASIS OF AWARD

The WRBP reserves the right to determine what constitutes a conforming quotation; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the quotation; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

THE CONTRACT

The chosen contractor will be under contract to the NHDES. We include herein a blank copy of a standard state service contract (P-37 form), as well as Exhibits A, B and C for the Agreement. Exhibit A "The Services" will be the Scope of Work which describes the services. Exhibit B "Costs and Terms of Payment," is the form with your cost quote for the work. Exhibit C "Special Conditions" provides a form confirming that the firm has a confined space policy which complies with state and federal regulations. It is strongly recommended that you review the general conditions shown on the State contract form (P-37) including the insurance requirements contained in **Item No. 14**. Exhibits A, B, and C shall become part of the contract.

Should your firm be selected for the work, the WRBP will send you a "Notice of Intent to Award" along with a P-37 contract form for execution. In addition to this form and Exhibits A, B, and C, the contract documents include: A "Corporate Resolution" authorizing the signatory to enter into a contract for the work; an insurance certificate meeting the requirements shown in the P-37; and a "Certificate of Good Standing" from the NH Secretary of State's office. **Be aware that any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the New Hampshire Secretary of State's Office in order to process a contract.** The contractor will be responsible for providing the WRBP with a current, original certificate issued by the NH

EXHIBIT A
THE SERVICES - Continued

Secretary of State dated after April 1, 2018.

Because it is necessary for the selected contractor to be registered and in good standing with the Secretary of State's office, if at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed fourteen (14) days to complete this task. If at the end of the fourteen (14) days the contractor is not registered, it will be the WRBP's option to disregard the contractor's proposal.

When the required documents are returned, a contract will be processed through the NHDES and the NH Governor and Executive Council, a process that usually requires eight (8) to twelve (12) weeks to complete.

Information contained in the Request for Proposals, dated October 1, 2018 is hereby included in Exhibit A by reference.

**EXHIBIT B
COSTS and TERMS of PAYMENT**

Scheduled Services

(Quotations include all travel, labor, and equipment costs for the service)

Semi-annual cleaning

October 2019 Siphon, grit removal and catch basin cleaning	FY20	\$ <u>4,650.00</u>
May 2020 Siphon, grit removal and catch basin cleaning	FY20	\$ <u>4,650.00</u>
October 2020 Siphon, grit removal and catch basin cleaning	FY21	\$ <u>4,850.00</u>
May 2021 Siphon, grit removal and catch basin cleaning	FY21	\$ <u>4,850.00</u>
October 2021 Siphon, grit removal and catch basin cleaning	FY22	\$ <u>5,050.00</u>
May 2022 Siphon, grit chamber and catch basin cleaning	FY22	\$ <u>5,050.00</u>
October 2022 Siphon, grit removal and catch basin cleaning	FY23	\$ <u>5,250.00</u>
May 2023 Siphon, grit removal and catch basin cleaning	FY23	\$ <u>5,250.00</u>

One-time cleaning

October 2019, ten (10) catch basin cleanings	FY20	\$ <u>1,000.00</u>
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TOTAL (sum of above items) \$ 40,600.00

Unscheduled Services

	FY20	FY21	FY22	FY23
Regular Hourly Rate (includes 2-men, travel time, equipment and cost for services)	\$ <u>200.00</u>	\$ <u>200.00</u>	\$ <u>225.00</u>	\$ <u>225.00</u>
Overtime Hourly Rate (includes 2-men, travel time, equipment and cost for services)	\$ <u>300.00</u>	\$ <u>300.00</u>	\$ <u>337.50</u>	\$ <u>337.50</u>

Minimum number of hours, minimum Service Charge, and any other charges that are applicable must be clearly noted below.

\$ _____ or 8 hours

Initials MW
Date 3/8/19.

EXHIBIT B
COSTS and TERMS of PAYMENT - Continued

NOTES:

- 1.) The low bidder will be selected based on bidding the menu of scheduled service work, plus one (1) unscheduled service call per year involving 2 men and Vactor truck at regular hourly rates, **minimum of 8 hours** (to which is added other quoted charges, if any.)
- 2.) The contract price limitation is based upon the sum of the annual servicing costs plus an additional \$5,000.00 per year contingency for unscheduled service.
- 3.) Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this contract does not authorize any expenditure over the contract price limitation.

Remit Bill To:
NHDES-Water Division
Attn: Traci Knieriemen
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

I (We) agree to furnish the services specified in Exhibit A at the cost shown above.

Wind River Environmental, LLC
Company Name

**EXHIBIT C
SPECIAL PROVISIONS**

Item 1

CONFINED SPACE CERTIFICATION

I, Mike Medor , of
(Name)

Wind River Environmental, LLC
(Company Name)

hereby certify that the confined space policy of

Wind River Environmental, LLC
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

Wind River Environmental, LLC
(Company Name)

possesses all equipment required for compliance with all provisions of the rules.

Initials MM
Date 3/8/19

Wind River Environmental, LLC

CERTIFICATE OF AUTHORITY

I, Shaun Kelley hereby certify that I am an officer in Wind River Environmental, LLC and hereby authorize Michael Medor to enter into the contract for Vactor Truck Services with the Department of Environmental Services.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Mike Medor has full authority to bind the LLC.

Signed: [Signature]

Date: 3/8/19

State of Vermont, County of Washington

On this the 8th day of March, 2019, before me, Jeni Miller, the undersigned officer, personally appeared Shaun Kelley, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Name: Jeni Miller

Expiration Date: 3/8/19



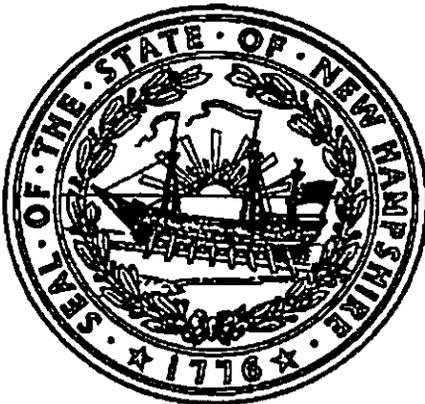
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 721842

Certificate Number: 0004493185



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

6/30/2020

DATE (MM/DD/YYYY)

6/28/2019

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

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

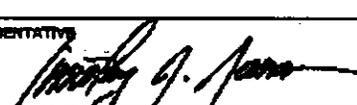
PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : *** SEE ATTACHMENT ***</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : *** SEE ATTACHMENT ***		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED 1448815 Wind River Environmental, LLC 46 Lizotte Dr. Marlborough MA 01752														

COVERAGES WINRJ01 **CERTIFICATE NUMBER:** 15389452 **REVISION NUMBER:** XXXXXXXX

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	N	1000090512191	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DEDX <input type="checkbox"/> Various	N	N	1000198837191 (MA) 1000198836191 (AOS)	6/30/2019 6/30/2019	6/30/2020 6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	See Attached	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000003291	6/30/2019	6/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire DES is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER 15389452 New Hampshire DES PO Box 68 Franklin NH 03235	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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