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State of New Hampshire

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

RICHARD C. BAILEY, JR.  
 ASSISTANT COMMISSIONER

EDDIE EDWARDS  
 ASSISTANT COMMISSIONER

ROBERT L. QUINN  
 COMMISSIONER

April 19, 2022

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

**REQUESTED ACTION**

Authorize the Department of Safety, Division of State Police to enter into a **sole source** contract with Northeast Scale Company, Inc. (VC#155988-B001), 40 Londonderry Turnpike, Suite 2-E, Hooksett, NH, in an amount not to exceed \$157,037.00, for the purpose of providing preventative maintenance, certification and repair to the scale systems located at the weigh stations on Interstate 93 in Windham. This contract will become effective upon Governor and Council approval for the period July 1, 2022 through June 30, 2025, with the option to renew the contract for one (1) two (2) year term at the sole decision of the State. Funding source: 72% Highway Funds and 28% General Funds.

Funds are available in the SFY 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024 through SFY 2025 with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

02-23-23-234015-23050000 Dept. of Safety – Div. of State Police – Commercial Enforcement  
 024-500225 Maint. Other Than Build-Grnd – Contract Repairs; Machine Equip

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>TOTAL</u>
\$50,761.00	\$52,334.00	\$53,942.00	<b>\$157,037.00</b>

**EXPLANATION**

This contract is **sole source** as Northeast Scale Company, Inc. is the only vendor in the New Hampshire area that is factory trained and qualified to perform preventative maintenance, certification and repair to the scale systems located at the weigh stations on Interstate 93 in Windham. The next closest factory trained company is located in Albany, NY.

Recently, State Police contacted Cardinal Scale, Inc., the manufacturer, to obtain a list of vendors qualified to perform this service and were informed that Northeast Scale have the only factory trained and qualified personnel in this area to work on these scales. Although there are other vendors, they have not been certified or trained by the manufacturer to perform repairs, maintenance and updates.

His Excellency, Governor Christopher T. Sununu  
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April 19, 2022  
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The Department of Safety currently operates the weigh station facilities on Interstate 93 (I-93) northbound and southbound in the Town of Windham, NH, as the only fixed location operational weigh station facility in the State of New Hampshire. These stations were opened in 2000 to monitor the commercial vehicle traffic utilizing I-93, in both the northbound and southbound directions. These stations are state of the art facilities with the capabilities of processing a large number of commercial vehicles in a timely manner using Weigh-In-Motion technology. This system is advantageous to the trucking industry by imposing only a minimum delay in enforcing the weight and safety requirements of the State of New Hampshire.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

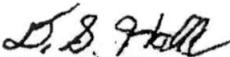
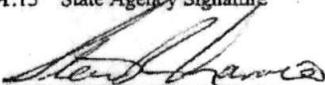
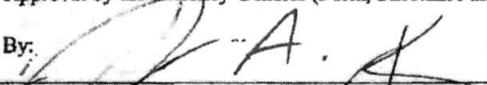
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Northeast Scale Company, Inc.		1.4 Contractor Address 40 Londonderry Turnpike 2-E Hooksett, NH 03106	
1.5 Contractor Phone Number 603-622-0080	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$157,037.00 Not to Exceed
1.9 Contracting Officer for State Agency Cassandra Thibeault		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature  Date: 3/30/22		1.12 Name and Title of Contractor Signatory David S. Hall, President	
1.13 State Agency Signature  Date: 4/18/22		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/13/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B  
SCOPE OF SERVICES**

Northeast Scale Company, Inc. (Contractor) of Hooksett, NH, is being contracted by the Department of Safety, Division of State Police (State Agency) to provide preventative maintenance, certification and repair to the scale systems located at the weigh stations on Interstate 93 in Windham.

The contract will become effective upon Governor and Council approval for the period July 1, 2022 through June 30, 2025, with the option of the State alone, to extend the contract for one (1) two (2) year term.

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

Contractor shall provide the following services:

**Cardinal Static Scale and Kissler Weigh-in-Motion Scale**

- 1) Provide all labor, equipment, and repair parts necessary for maintaining the two (2) Weigh Station Static and Weigh-in-Motion scales located on I-93 northbound and southbound in Windham to meet specifications as summarized in EXHIBIT B, SECTION 1- SCOPE OF SERVICES, 2) Specifications. Each location is composed of a Cardinal Scale static scale and a Kissler Weigh-in-Motion scale. These scales are operated through a system utilizing loop detectors and other means to track vehicle movements throughout the facility.
- 2) Specifications, in addition to the manufacturers', shall include any industry standards applicable to the system.
- 3) Provide for quarterly physical inspection and preventive maintenance of the static and weigh-in-motion scales at their fixed locations, and complete all necessary adjustments and tasks to meet specifications in EXHIBIT B, SECTION 1- SCOPE OF SERVICES, 2) Specifications, at the fixed price as submitted in EXHIBIT C. The minimum-required preventive maintenance task list is included in EXHIBIT B, SECTION 2-PREVENTATIVE MAINTENANCE TASK LIST.
- 4) Provide for the annual weight certification for the static scales at the fixed price as submitted in EXHIBIT C.
- 5) Provide for the repairs to the failed static scale system, including but not limited to: repairs to load cells, scale platforms, computer systems, check rods, wiring. Repairs shall be made to the static scales at the rate per hour specified in EXHIBIT C.

- 6) Provide for the repairs to failed weigh-in-motion scales including but not limited to: repairs to sensor units, wiring, and computer systems. Repairs shall be made to the weigh-in-motion scales at the rate per hour specified in EXHIBIT C.
- 7) Provide for the repairs to failed scale system operating accessories, including but not limited to: Repairs to the loop detectors, open/closed signs, overhead signal lights, warning signs. Repairs shall be made to the equipment at the rate per hour specified in EXHIBIT C.
- 8) Results of all inspections, adjustments and repairs, and recommendations pertaining thereto, shall be forwarded in writing within 10 days to the Department of Safety, Division of State Police, Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander.
- 9) Repairs shall be performed within normal business hours, same or next day, and weather permitting, unless otherwise authorized.
- 10) Quarterly physical inspection and preventive maintenance of equipment and annual certification shall be scheduled to result in the least disruption to ongoing operations as determined by the Troop G Weight Program Coordinator.
- 11) Contractor shall first perform preventive maintenance procedures on failed equipment, if not previously performed under this contract, before undertaking other necessary repairs.
- 12) Where equipment repair involves a combined part and labor cost greater than one-half the replacement cost of the equipment, the contractor shall contact the Division of State Police Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander for repair approval, in writing, prior to proceeding.

### Inter-Comp Scales

#### SECTION 1- SCOPE OF SERVICES

##### Inter-Comp Portable Axle Scales

- 1) Provide all labor, equipment, and repair parts necessary for maintaining the three (3) Inter-Comp Portable Axle Scales to meet specifications as summarized in EXHIBIT B, SECTION 1- SCOPE OF SERVICES, 2) Specifications. Each Inter-Comp Portable Scale is composed of four (4) electronic scale pads, Computer Control and several electrical cables.
- 2) Specifications, in addition to the manufacturers', shall include any industry standards applicable to the system.
- 3) Provide for semi-annual physical inspection and preventive maintenance of the Inter-Comp Portable Scales and complete all necessary adjustments and tasks to meet specifications in EXHIBIT B, SECTION 1- SCOPE OF SERVICES, 2) Specifications, at the fixed price as submitted

in EXHIBIT C. The minimum-required preventive maintenance task list is included in EXHIBIT B, SECTION 2-PREVENTATIVE MAINTENANCE TASK LIST.

- 4) Provide for the annual weight certification for the static scales at the fixed price as submitted in EXHIBIT C.
- 5) Provide for the repairs to the failed Inter-Comp Portable Axle scale system, including but not limited to: repairs to load cells, scale platforms, computer systems, wiring. Repairs shall be made to the static scales at the rate per hour specified in EXHIBIT C.
- 6) Results of all inspections, adjustments and repairs, and recommendations pertaining thereto, shall be forwarded in writing within 10 days to the Department of Safety, Division of State Police, Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander.
- 7) Repairs shall be performed within normal business hours, same or next day, and weather permitting, unless otherwise authorized.
- 8) Semi-Annual physical inspection and preventive maintenance of equipment and annual certification shall be scheduled to result in the least disruption to ongoing operations as determined by the Troop G Weight Program Coordinator.
- 9) Contractor shall first perform preventive maintenance procedures on failed equipment, if not previously performed under this contract, before undertaking other necessary repairs.
- 10) Where equipment repair involves a combined part and labor cost greater than one-half the replacement cost of the equipment, the contractor shall contact the Division of State Police Troop G, 33 Hazen Drive, Concord, NH 03305, ATTN: Troop Commander for repair approval, in writing, prior to proceeding.
- 11) Billing for services will be presented to the State as detailed in EXHIBIT C PRICING AND PAYMENT TERMS.

#### **EXHIBIT B**

#### **SECTION 2- PREVENTIVE MAINTENANCE TASK LIST**

Annual physical inspection and preventive maintenance to be performed on each type of equipment shall include, but not be limited to, the following: preventive maintenance shall be completed during the inspection and if follow-up repairs are needed, they should be completed as urgency requires. Preventive maintenance performed on items shall include, but not be limited to, securing and retying cables, cleaning and tightening cable connections, replacing ground connections, removing foreign

debris and cleaning components, recalibration and adjustment, replacing failed lights, and replacing broken knobs.

Reports shall be submitted to the Troop G Weight Program Coordinator within 10 days. All costs for travel time, including the use of a vehicle(s), for physical inspections and preventative maintenance shall be included in the unit price for the preventative maintenance for the specified piece of equipment.

#### Static Scales

##### A. Mechanical Inspection to Include:

- a. Verify that the scale pit sump pump(s) are operable and that no water has accumulated in the scale pit. Verify that the discharge / drain lines are free and clear.
- b. Check the condition of the stabilizers (scale platform restraint system) and verify that they are properly adjusted.
- c. Visually check the load cell cables to make certain they have not sustained any damage since the last inspection.
- d. Visually inspect the condition of the scale platform, weigh bridge and associated components to verify that they have not been damaged and are in good working condition. This includes making certain there is no corrosion on the scale components and, if found, corrected. Any bare metal should be properly primed and painted.

##### B. Instrumentation Inspection to Include:

- a. Check for proper operation of the instrumentation.
- b. Check calibration of the static scale and verify that it is within the appropriate tolerance.
- c. Verify that any filters and ventilation fans are clean and in operating condition.

#### Weigh-in-Motion Scales

##### B. Mechanical Inspection to Include:

- a. Change the air filter in the roadside cabinet every six months or more if it is determined to be necessary.
- b. Verify that the cabinet door gasket is undamaged and properly sealing the cabinet door.
- c. Verify that the work light in the cabinet is operative and, if not, replace the light bulb.
- d. There are two tracks of embedded sensors at the entrance to the weigh station. Each track has four quartz sensors per track for a total of eight sensors.

#### Scale Operating System

##### C. Mechanical Inspection to Include:

1. Visual of infrastructure.
  - a. Inspect the electric and data connections for any obvious problems.
  - b. Inspect ground connections.
  
- D. Operational Inspection to Include:
  1. Operate all programmed buttons to confirm proper operation.
  2. Verify proper operation of all indicators.
  3. Verify proper operation of all functions.
  4. Review any concerns with the officer on duty.

### Inter-Comp Scales

## SECTION 2- PREVENTIVE MAINTENANCE TASK LIST

Annual physical inspection and preventive maintenance to be performed on each type of equipment shall include, but not be limited to, the following: preventive maintenance shall be completed during the inspection and if follow-up repairs are needed, they should be completed as urgency requires. Preventive maintenance performed on items shall include, but not be limited to, securing and retying cables, cleaning and tightening cable connections, replacing ground connections, removing foreign debris and cleaning components, recalibration and adjustment.

Reports shall be submitted to the Troop G Weight Program Coordinator within 10 days.

### **Inter-Comp Portable Axle Scales**

- A. Mechanical Inspection to Include:
  - a. Visually check the load cells and all components to make certain they have not sustained any damage since the last inspection.
  - b. Visually inspect the condition of the scale platforms and associated components to verify that they have not been damaged and are in good working condition. This includes making certain there is no corrosion on the scale components and, if necessary, corrected.
  
- B. Instrumentation Inspection to Include:
  - a. Check for proper operation of the instrumentation.
  - b. Check calibration of the scale and verify that it is within the appropriate tolerance.

**EXHIBIT C  
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the Department of Safety Business Office, 33 Hazen Drive, Concord, NH 03305, per each repair completed during the contract period.

The State of New Hampshire will make payment of such invoices within thirty (30) days of receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.

The appropriate account number for the P-37 form, section 1.6 is listed below:

02-23-23-234015-23050000 Dept. of Safety – Div. of State Police – Commercial Enforcement  
024-500225 Maint. Other Than Build-Grnd – Contract Repairs; Machine Equip

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>TOTAL</u>
\$50,761.00	\$52,334.00	\$53,942.00	<b>\$157,037.00</b>

The Contractor agrees not to exceed the contract total of \$157,037.00. The State will have the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

**PRICING FOR FY2023 – JULY 1, 2022 THRU JUNE 30, 2023**

<u>Quarterly Preventative Maintenance and Yearly Certification</u>	<u>Cost Per Unit</u>	<u>Number of Units (2)</u>	<u>Total Cost</u>
2 units – one Northbound on I93 and one Southbound on I93			
Scale System Preventative Maintenance 4 times a year (Aug/Nov/Feb/May)	\$1,136.00	8	\$ 9,088.00
<b>Total for Preventative Maintenance and Certification</b>			<b>\$ 9,088.00</b>

<u>Portable Axle Scales</u>	<u>Cost Per Unit</u>	<u># of Units</u>	<u>Total Cost</u>
3 sets Serviced 2x per year	\$ 460.00	6	\$ 2,760.00
Estimated Hours of Repair	\$ 97.00	20	\$ 1,940.00
Estimated Parts			\$ 4,867.00
Estimated UPS			\$ 163.00
<b>Total for Portable Axle Scales</b>			<b>\$ 9,730.00</b>

<b>PM/Certification and Portable Axle Scales Total</b>	<b>\$ 18,818.00</b>
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**PRICING FOR FY2023 – JULY 1, 2022 THRU JUNE 30, 2023**

**Cont'd**

<u>Repairs/Misc.</u>	<u>Cost per Unit</u>	<u>Estimated Number of Units</u>	<u>Estimated Total</u>
<b>Static Scale</b>			
Service Technician	\$ 97.00	2	\$ 194.00
Computer Technician	\$ 120.00	20	\$ 2,400.00
Pressure Washing	\$ 2,434.00	2	\$ 4,868.00
<b>Weigh-in-Motion</b>			
Service Technician	\$ 97.00	10	\$ 970.00
Computer Technician	\$ 120.00	10	\$ 1,200.00
<b>Scale Operating System</b>			
Service Technician	\$ 97.00	30	\$ 2,910.00
Computer Technician	\$ 120.00	70	\$ 8,400.00
<b>Vehicle Charge</b>			
Scale service vehicle	\$ 95.00	16 call outs	\$ 1,520.00
Bucket truck	\$ 600.00	3 Call outs	\$ 1,800.00
Test truck	\$ 975.00	2 Call outs	\$ 1,950.00
	%Discount (-)	Estimated Yearly Parts Cost	Estimated Yearly Parts Cost
<b>Parts</b>		\$ 5,731.00	\$ 5,731.00
	<b>Repairs/Misc &amp; Parts Total</b>		<b>\$ 31,943.00</b>
	<b>PM/Certification and Portable Axle Scales Total</b>		<b>\$ 18,818.00</b>
	<b>CONTRACT TOTAL</b>		<b>\$ 50,761.00</b>

**PRICING FOR FY 2024 – JULY 1, 2023 THRU JUNE 30, 2024**

<u>Quarterly Preventative Maintenance and Yearly Certification</u>	<u>Cost Per Unit</u>	<u>Number of Units (2)</u>	<u>Total Cost</u>
2 units – one Northbound on I93 and one Southbound on I93			
Scale System Preventative Maintenance 4 times a year (Aug/Nov/Feb/May)	\$ 1,170.00	8	\$ 9,360.00
<b>Total for Preventative Maintenance and Certification</b>			<b>\$ 9,360.00</b>

<u>Portable Axle Scales</u>	<u>Cost Per Unit</u>	<u># of Units</u>	<u>Total Cost</u>
3 sets Serviced 2x per year	\$ 474.00	6	\$ 2,844.00
Estimated Hours of Repair	\$ 100.00	20	\$ 2,000.00
Estimated Parts			\$ 5,013.00
Estimated UPS			\$ 168.00
<b>Total for Portable Axle Scales</b>			<b>\$ 10,025.00</b>

<b>PM/Certification and Portable Axle Scales Total</b>	<b>\$ 19,385.00</b>
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**PRICING FOR FY 2024 – JULY 1, 2023 THRU JUNE 30, 2024**

**Cont'd**

<u>Repairs/Misc.</u>	<u>Cost per Unit</u>	<u>Estimated Number of Units</u>	<u>Estimated Total</u>
<b>Static Scale</b>			
Service Technician	\$ 100.00	2	\$ 200.00
Computer Technician	\$ 124.00	20	\$ 2,480.00
Pressure Washing	\$ 2,507.00	2	\$ 5,014.00
<b>Weigh-in-Motion</b>			
Service Technician	\$ 100.00	10	\$ 1,000.00
Computer Technician	\$ 124.00	10	\$ 1,240.00
<b>Scale Operating System</b>			
Service Technician	\$ 100.00	30	\$ 3,000.00
Computer Technician	\$ 124.00	70	\$ 8,680.00
<b>Vehicle Charge</b>			
Scale service vehicle	\$ 98.00	16 call outs	\$ 1,568.00
Bucket truck	\$ 618.00	3 Call outs	\$ 1,854.00
Test truck	\$ 1,005.00	2 Call outs	\$ 2,010.00
	%Discount (-)	Estimated Yearly Parts Cost	Estimated Yearly Parts Cost
<b>Parts</b>		\$ 5,903.00	\$ 5,903.00
	<b>Repairs/ Misc (S&amp;H) &amp; Parts Total</b>		<b>\$ 32,949.00</b>
	<b>PM/Certification Total</b>		<b>\$ 19,385.00</b>
	<b>Misc. Alterations and Additions as required Subtotal</b>		
		<b>CONTRACT TOTAL</b>	<b>\$ 52,334.00</b>

Contractor Initials DSH  
Date 3/30/22

**PRICING FOR FY2025 – JULY 1, 2024 THRU JUNE 30, 2025**

<u>Quarterly Preventative Maintenance and Yearly Certification</u>			
2 units – one Northbound on I93 and one Southbound on I93	<u>Cost Per Unit</u>	<u>Number of Units (2)</u>	<u>Total Cost</u>
Scale System Preventative Maintenance 4 times a year (Aug/Nov/Feb/May)	\$ 1,205.00	8	\$ 9,640.00
<b>Total for Preventative Maintenance and Certification</b>			<b>\$ 9,640.00</b>

<u>Portable Axle Scales</u>	<u>Cost Per Unit</u>	<u># of Units</u>	<u>Total Cost</u>
3 sets Serviced 2x per year	\$ 489.00	6	\$ 2,934.00
Estimated Hours of Repair	\$ 103.00	20	\$ 2,060.00
Estimated Parts			\$ 5,164.00
Estimated UPS			\$ 173.00
<b>Total for Portable Axle Scales</b>			<b>\$ 10,331.00</b>

<b>PM/Certification and Portable Axle Scales Total</b>	<b>\$ 19,971.00</b>
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**PRICING FOR FY2025 – JULY 1, 2024 THRU JUNE 30, 2025**

**Cont'd**

<u>Repairs/Misc.</u>	<u>Cost per Unit</u>	<u>Estimated Number of Units</u>	<u>Estimated Total</u>
<b>Static Scale</b>			
Service Technician	\$ 103.00	2	\$ 206.00
Computer Technician	\$ 128.00	20	\$ 2,560.00
Pressure Washing	\$ 2,583.00	2	\$ 5,166.00
<b>Weigh-in-Motion</b>			
Service Technician	\$ 103.00	10	\$ 1,030.00
Computer Technician	\$ 128.00	10	\$ 1,280.00
<b>Scale Operating System</b>			
Service Technician	\$ 103.00	30	\$ 3,090.00
Computer Technician	\$ 128.00	70	\$ 8,960.00
<b>Vehicle Charge</b>			
Scale service vehicle	\$ 101.00	16 call outs	\$ 1,616.00
Bucket truck	\$ 637.00	3 Call outs	\$ 1,911.00
Test truck	\$ 1,036.00	2 Call outs	\$ 2,072.00
	%Discount (-)	Estimated Yearly Parts Cost	Estimated Yearly Parts Cost
<b>Parts</b>		\$ 6,080.00	\$ 6,080.00
	<b>Repairs/ Misc (S&amp;H) &amp; Parts Total</b>		<b>\$ 33,971.00</b>
	<b>PM/Certification Total</b>		<b>\$ 19,971.00</b>
	<b>Misc. Alterations and Additions as required Subtotal</b>		
	<b>CONTRACT TOTAL</b>		<b>\$ 53,942.00</b>

# 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 NORTHEAST SCALE CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 24, 1985. 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: 85398

Certificate Number : 0005723635



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of March A.D. 2022.

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

William M. Gardner  
Secretary of State



COMPANY, INC.

40 Londonderry Turnpike 2-E • Hooksett, New Hampshire 03106  
(603) 622-0080 • FAX (603) 622-4561

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## Corporate Resolution

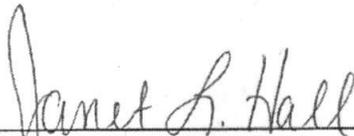
I, Janet L. Hall, hereby certify that I am duly elected Secretary of Northeast Scale Co., Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on Wednesday, March 30, 2022, at which a quorum of the Directors were present and voting:

VOTED: That David S. Hall, President and Vice President, is duly authorized to enter into contracts or agreements on behalf of Northeast Scale Co., Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

I here certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: March 30, 2022

ATTEST:

  
Janet L. Hall, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2022

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).

<b>PRODUCER</b> Optisure Risk Partner, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	<b>CONTACT NAME:</b> Jen Paquin <b>PHONE (A/C, No, Ext):</b> (603) 647-0800 <b>E-MAIL ADDRESS:</b> Jen.paquin@optisure.com	<b>FAX (A/C, No):</b> (603) 647-0330
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northeast Scale Co., Inc. 40 Londonderry Turnpike #2- E Hooksett NH 03106	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b> Allmerica Financial Benefit	41840
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL224116976      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV9902970	04/10/2022	04/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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 type="checkbox"/> AUTOS ONLY			AWV9906416	04/10/2022	04/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UHV9902971	04/10/2022	04/10/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	W2V9905810	04/10/2022	04/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> State of NH, Dept of Safety Div of State Police 33 Hazen Drive., Room 107 Concord NH 03305	<b>CANCELLATION</b> 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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(417) 673-4631 | [cardinal@cardet.com](mailto:cardinal@cardet.com) | Fax: (417) 673-5001  
203 East Daugherty St., Webb City, MO 64870 USA

Northeast Scale Co. Inc.  
40 Londonderry Turnpike 2-E  
Hookset, NH 03106

February 8, 2022

To whom it may concern:

This letter is to certify, that Northeast Scale Company of 40 Londonderry, Hookset New Hampshire, is the factory trained and Cardinal Scale AUTHORIZED DEALER to promote, distribute, sale, perform warranty service and offer technical assistance for Cardinal Scale heavy capacity truck scales, Software, and all industrial scale products offered within the New Hampshire and surrounding area.

Cardinal Scale Mfg. Co. is very supportive of Northeast Scale's efforts in the marketing and servicing of our products in this region.

If you have any questions please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Fred Cox".

Fred Cox

VP Sales  
Cardinal Scale Manufacturing Company  
[fcox@cardet.com](mailto:fcox@cardet.com)  
Webb City, Missouri, USA



**Quality Products Since 1950**  
[www.CardinalScale.com](http://www.CardinalScale.com)