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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

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October 1, 2024

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

REQUESTED ACTIONS

(1) Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Weather Guard Industries, LLC., Northampton, MA (VC #467410-R001) in the amount of \$207,000 for compliant asbestos abatement and replacement of the ballast roofing on seven, original-construction outbuildings at the Franklin Wastewater Treatment Facility, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

(2) Further authorize NHDES to establish a contingency amount of \$19,200 to cover unforeseen costs that may be incurred during the contract period, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

Funding is available in the following account.

03-44-44-442030-0959-034-500162

Dept. Environmental Services, L'11, 253:1-VI-E WRBP CAP Improved, Capital Projects

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingency</u>	<u>Contract Price Limitation</u>
2025	\$207,000	\$19,200	\$226,200

EXPLANATION

The NHDES Winnepesaukee River Basin Program (WRBP) owns and operates the Franklin Wastewater Treatment Facility (WWTF) located at 528 River Street in Franklin, NH. that currently treats an average of 5.5 million gallons per day of wastewater. The WRBP operates this facility on behalf of the ten members served by the system – Bay District (sewered portions of Moultonborough and Center Harbor), Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility. The WRBP solicited proposals to replace the ballast roofing on seven outbuildings at the Franklin WWTF including the Headworks, Septage Receiving, Primary Station, Secondary Station, Plant Water, Gas Room, and Digester buildings. These roofs are original 1978 construction and need replacement due to significant deterioration leading to leaks damaging interior installations; necessitating multiple patch repairs that are now ineffective in maintaining the integrity of the building shell. The roof materials have been tested and found to contain asbestos, so this contract includes compliant abatement and disposal of asbestos-containing building materials.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095

(603) 271-3504

TDD Access: Relay NH 1-800-735-2964

A Request for Proposal (RFP) was prepared and advertised in the Union Leader newspaper. The RFP was also sent to three firms known to provide this type of work and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Company</u>	<u>Base Amount</u>	<u>Contingency</u>	<u>Total</u>
Weather Guard Industries, LLC, Northampton, MA	\$207,000	\$19,200	\$226,200
Triumph Construction, LLC, Merrimack, NH	\$231,500	\$16,650	\$248,150
LGR1, Inc., Lowell, MA	\$266,000	\$24,000	\$290,000
Triple Construction, LLC, Baldwinville, MA	\$308,321	\$30,232	\$338,463
Northeast Earth Mechanics, LLC, Pittsfield, NH	\$432,930	\$41,293	\$474,223
Skyline Roofing Manchester, NH	No Response		
M.J. Murphy & Sons Roofing, Dover, NH	No Response		

Based upon these responses and additional due diligence, we wish to award the contract to Weather Guard Industries, LLC. Note that contingency amounts shall only be used upon prior authorization by the WRBP.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP operation.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

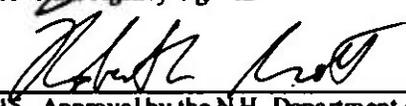
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Weather Guard Industries, LLC		1.4 Contractor Address 36 Smith Street, Northampton, MA 01060	
1.5 Contractor Phone Number (617)284-3536	1.6 Account Unit and Class 03-44-44-442030-0959-034-500162	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$226,200.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603)934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DEAN SECCHIA, PARS.	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, Commissioner, NHDES	
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: 10/4/2024	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
 Date 8/29/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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.

DS
8/29/24

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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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 TERMS AND PROVISIONS

1. Waste materials shall be properly disposed off-site and all shipping receipts and manifests shall be returned to the WRBP as required by law.

Initials DS
Date 8/29/24

EXHIBIT B SCOPE OF WORK

Scope of Work

The contractor shall replace the outbuilding roofs on seven (7) out-buildings at the WRBP Franklin WWTF including, but not limited to, the following:

1. Asbestos abatement including compliance with Env-A 1800 rules, and all necessary safety equipment and gear, inspections and compliance monitoring, certified asbestos abatement project designer/supervisors/workers, management plan from a certified asbestos management planner, workplan and on-site documentation, signage, materials handling/storage, and compliant disposal is required.
2. NHDES Air Division and City of Franklin notifications, fees, and all necessary permits and record-keeping paperwork for a major asbestos abatement project are included in the scope of work.
3. Compliance with all applicable state, local and federal laws and rules governing the work.
4. Existing gravel surface asphalt (ballast) roofs and wet, light weight concrete tapered fill shall be removed down to the structural concrete roof deck.
5. The concrete roof deck shall be prepared and covered with a self-adhered vapor barrier, as required by manufacturer's specification.
6. Tapered polyisocyanurate insulation shall be installed sloping to roof drains, mechanically attached to the concrete roof deck per manufacturer's specifications. Drainage shall be tested at completion of work and all necessary corrective actions to create proper drainage are the responsibility of the contractor.
7. The new insulation shall be covered with a single ply of new 0.060 EPDM membrane, adhered as manufactured by Firestone, Carlisle, or approved equal.
8. Set roof curb so top surface of roof curb is level.
9. New custom fabricated 0.090 aluminum edge metal and fascia metal shall be installed around the perimeter of the roof. The WRBP shall select the color for finish using 2-coat fluoropolymer.
10. Existing lightning arrestor systems shall be preserved and reinstalled and independently tested at completion of the work and all necessary corrective actions to restore a fully functional system on each out-building is the responsibility of the contractor.
11. The existing rooftop penetrations shall be properly flashed with new membrane and terminated, as required.
12. New membrane roof system shall be complete in all respects to form a watertight system meeting all product, installation and application specifications, codes, and regulations.
13. All materials and debris shall be removed and properly disposed and site restored to pre-construction conditions. Shipping papers, disposal receipts and manifests shall be provided.
14. All services performed under any contract resulting from this solicitation shall be performed between the hours of 7:30 am and 3:00 pm, unless other arrangements are made in advance with the WRBP. Any deviation in work hours shall be pre-approved by the WRBP. No premium charges shall be paid to the contractor for any off-hour work.
15. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. The State shall require correction of any defective work and the repair of any damage to any part of a building or its appurtenances caused by the Vendor or its employees, subcontractors, equipment, or supplies. The Vendor shall

EXHIBIT B
SCOPE OF WORK - CONTINUED

correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and the Vendor shall repair all damage so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Vendor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damage from payments to the Vendor.

Out-buildings and Approximate Roof Dimensions

- Roof #1 - Headworks Building - Approximately 1,286 square feet
- Roof #2 - Primary Station Building - Approximately 430 square feet
- Roof #3 - Secondary Station Building (Return Activated Sludge Bldg.)- Approximately 588 square feet
- Roof #4 - Septage Receiving Building - Approximately 418 square feet
- Roof #5 - Digester Building - Approximately 170 square feet
- Roof #6 - Plant Water Building - Approximately 336 square feet
- Roof #7 - Gas Room Building - Approximately 207 square feet

It is the responsibility of the contractor to confirm dimension of each roof and provide all appropriate materials, supplies, and labor to complete the work. Costs to prepare proposals or perform site visits are the sole responsibility of the proposing firm.

Temporary Electricity

Temporary electricity is available from the existing service at each out-building. Contractor shall provide all labor and materials necessary to connect electrical power and lighting safely and compliantly for construction purposes.

Staging, scaffolding, and ladders

Contractor shall furnish, erect, and maintain all staging, scaffolding, ladders, and all other required safety equipment or gear during the project. Such equipment shall be of approved design, erected and removed by experienced and qualified personnel and shall have all accident prevention devices as required by state and local laws.

Warranties

1. Provide EPDM roof manufacturer's wind warranty of a minimum 120 mph.
2. Provide manufacturer's EPDM roof minimum 20-year warranty.
3. Provide minimum 1 year contractor's installation warranty.

55 *APPENDIX # 1
DATED 8/9/24

Attachments:

1. Roof plans for each single-story out-building.
2. Minimum specifications for products, installations, and applications. Minimum specifications shall meet or exceed all current codes and standards. Specifications from construction contract for asbestos abatement and new membrane roof previously installed on WWTF Main Admin/Ops building (that roof is not included in this scope) and details of roof drains installed on a new UV building at the WWTF.
3. ACBM test report.

Initials DS
Date 8/29/24

EXHIBIT B
SCOPE OF WORK - CONTINUED

Information contained in the RFP dated July 8, 2024 and any addenda or attachments thereto are hereby incorporated by reference.

Initials DS
Date 8/29/24

**EXHIBIT C
PRICE AND TERMS OF PAYMENT**

I (We) agree to furnish the services specified in Exhibit B for the cost of:

1. Asbestos inspections, management and work plans, NHDES Air Division notification and all necessary permits, fees, and permissions.

\$ 15,000.00

2. Complete abatement, re-roofing including drainage, flashing/trim, touch up painting, lightening arrestor systems, materials handling and disposal, warranty, and site clean-up at all locations listed below.

Roof #1 - Headworks Building
Roof #2 - Primary Station Building
Roof #3 - Secondary Station Building
Roof #4 - Septage Receiving Building
Roof #5 - Digester Building
Roof #6 - Plant Water Building
Roof #7 - Gas Room Building

All of above locations \$ \$192,000.00

3. Contingency (10% of item 2)

\$ \$19,200.00

Total Price Limitation - Total of the 3 items above

\$ \$226,200.00

Terms:

1. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Each line item may be paid separately upon successful completion of work, submission of supporting documents including but not limited to management plans, permits, test reports, warranties, subcontractor invoices and release of liens, manifests and disposal documentation, and proper invoice.
2. Contingency shall be used for necessary items not included in the Scope of Work but that need to be installed during the course of the project such as replacement of previously damaged roof drains. The WRBP reserves the right to buy and install such items or ask contractor to buy and/or install the items. All contractor requests for contingent items shall be pre-approved by the WRBP.
3. Approval of this work does not authorize any expenditure over the contract price limitation.

Weather Guard Industries, LLC

Company Name



Initials DS
Date 8/29/24



36 Smith Street
Northampton, MA 01060
Ph:617-284-3536 Fax:866-825-4567

Corporate Resolution

I, DENISE SECCHIAMU, hereby certify that I am duly elected Clerk/
(Name)

Secretary of WEATHER GUARD INDUSTRIES, LLC. I hereby certify
(Name of Corporation or LLC)

the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders,

duly called and held on AUGUST 29TH, 2024 at which a quorum of the
(Month) (Day) (Year)

Directors/shareholders were present and voting.

VOTED: That DEAN SECCHIAMU, PRESIDENT (may list more than one person)
(Name and Title)

is duly authorized to enter into contracts or agreements on behalf of

WEATHER GUARD INDUSTRIES LLC with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby 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(s) listed above currently occupy the position(s) indicated and that they have 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: 8/29/24

ATTEST: _____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEATHER GUARD INDUSTRIES, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on March 28, 2023. 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: 927574

Certificate Number: 0006754587



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

