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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

ROBERT L. QUINN
COMMISSIONER
OF SAFETY

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

October 21, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to exercise a contract renewal with Gilford Well Company, Inc. (VC #154778 – B001), 1440 Lake Shore Road, Gilford, NH, for well and water treatment and management services at Marine Patrol by increasing the price limitation by $4,320.00 from $11,942.28 to $16,262.28 and extending the completion date from December 31, 2024 to December 31, 2025, effective upon Governor and Council approval. The original contract was approved by Governor and Council on January 12, 2022, item #70. 100% Revolving Funds

Funds are available in the SFY2025 operating budget and contingent upon availability and continued appropriations in SFY2026 operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	SFY2025	SFY2026
02-23-23-234010-50010000 – Dept. of Safety – Division of State Police – Watercraft Safety	$2,160.00	$2,160.00
103-502664 – Contracts for Operational Services		
TOTAL	**$4,320.00**	

EXPLANATION

This amendment provides well and water treatment and management services for the Marine Patrol on Dock Road in Gilford, NH. The vendor conducts physical inspection of the water system along with the water filtration system. The vendor also provides and installs any and all water treatment consumables (salt, cartridge filters, etc.) along with facilitating water sample collections and testing as well as facilitating any and/or all NHDES required applications, forms, reports, testing, and communications on behalf of NH State Police.

This contract is necessary because NH Department of Environmental Services initiated additional water sampling to test for Perfluoroalkyl (PFA) compounds. Thes compounds are a large group of human-made chemicals that have been used in products that resist heat and chemical reactions and repel oil, stains, grease and water.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

STATE OF NEW HAMPSHIRE

Department of Safety:

Gilford Well Company, Inc.

DOS – 2022-103

AMENDMENT #1

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFB **DOS – 2022-103**, on January 12, 2022, Item #70 herein after referred to as the "Agreement"), Gilford Well Company, Inc. (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Safety (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by $4,320.00 to bring the total contract price from $11,942.28 to $16,262.28;

WHEREAS, the Department and the Vendor wish to extend the completion date from December 31, 2024 to December 31, 2025;

WHEREAS, the Department and the Vendor seek to amend the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from December 31, 2024 to December 31, 2025.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $11,942.28 to $16,262.28;

3. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Part 1 Form P-37 General Provision	**AMENDED TEXT**
Section Number General Provisions, section 1.7	Extend the Completion Date from December 31, 2024 to December 31, 2025.
Section Number General Provisions, section 1.8	Increase the amount from $11,942.28 to $16,262.28.

Part 2 Exhibits	**AMENDED TEXT**
Section Number Exhibit B Scope of Work Paragraph 2	The contract will become effective upon governor and council approval for the period of January 1, 2025 to December 31, 2025. The State will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.
Exhibit C Pricing and Payment Terms	The Contractor agrees to invoice the State of New Hampshire, Division of State Police every month in the amount of $360.00. The contract agrees not to exceed the total contract amount of $16,262.28. The State of New Hampshire agree to make payment to the Contractor with in thirty (30) days of receipt, acceptance and approval of such invoices.

TABLE 2: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2022-103	Original Contract	January 12, 2022 Item #70	December 31, 2024	$11.942.28
DOS 2022-103	1st Amendment	~~October 30, 2024~~ TBD DDC Item # TBD	December 31, 2025	$4,320.00
			CONTRACT TOTAL	**$16,262.28**

CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Norman H. Harris, III
Norman H, Harris, III, President
Gilford Well Company, Inc

Date: 9/11/24

STATE OF NEW HAMPSHIRE

Amy L. Newbury, Director of Administration
State of New Hampshire
Department of Safety

Date: 10/24/24

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: 11/18/24

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____(date of meeting)

Office of the Secretary of State

_____
State of New Hampshire, Department of Administration

Date: _____

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 GILFORD WELL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 17, 1973. 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: **13555**

Certificate Number: **0006671627**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2024.

David M. Scanlan

Secretary of State

Certificate of Vote

(Corporation without Seal)

I, Norman H. Harris, III do hereby certify that I am authorized by Gilford Well Company, Inc. to enter into a contract with the State of New Hampshire, acting through its Department of Safety, for the provision of Water System Operator services.

RESOLVED: That the President and Vice President

are hereby authorized on behalf of this corporation to enter into the said contract with the State and execute any documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as they may deem necessary, desirable, or appropriate.

It is agreed by the undersigned that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 1st day of June 1, 2024.

Norman H. Harris, III
President

Trevor A. Harris
Vice President

STATE OF NEW HAMPSHIRE
County of Belknap

The foregoing instrument was acknowledged before me this 17 day of October, 2024

Norman H. Harris, III
President

and

Trevor A. Harris
Vice President

Brenda J. Cobis
Notary Public Signature

Commission Expires: 2/22/28

Brenda J. Cobis
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/22/2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2024

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

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

PRODUCER	CONTACT NAME: Christine H. Holman, CPCU, CIC	
THE ROWLEY AGENCY 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603) 224-2562	FAX (A/C, No): (603)224-8012
	E-MAIL ADDRESS: cholman@rolweyagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Union Insurance Company	25844
Gilford Well Company, Inc. 1440 Lakeshore Road Gilford NH 03249	INSURER B: Acadia Insurance Company	31325
	INSURER C: New Hampshire Employers Insurance Co	13083
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24-25 all lines 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CPA 5150549-20	6/8/2024	6/8/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			CAA 5150550-20	6/8/2024	6/8/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured Motorist BI	$ 1,000,000 $ $ $ $ 1,000,000
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 0			CUA 5150551-20	6/8/2024	6/8/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC-600-4000064-2024A	6/8/2024	6/8/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Leased/Rented Equipment			CPA 5150549-20	6/8/2024	6/8/2025	limit	100,000
A	Installation Floater			CPA 5150549-20	6/8/2024	6/8/2025	limit	20,000

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

Covering operations of the named insured during the policy term. When required by written contract certificate holder is included as an additional insured

CERTIFICATE HOLDER

NH Dept of Safety
Division of State Police
33 Hazen Dr.
Concord, NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C

SP-MP-12-2021-01

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

December 6, 2021

G&C #70
01/12/2022

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 contract with Gilford Well Company, Inc., 1440 Lake Shore Road, Gilford, NH (VC# 154778 – B001), in an amount not to exceed $11,942.28 for well and water treatment and management services at Marine Patrol. Effective upon Governor and Council approval through December 31, 2024 with the option to renew for an additional one-year term. Funding source: 100% Agency Income.

Funds are available in the following account in SFY2022 operating budget and contingent upon availability and continued appropriations in SFY2023, SFY2024, and SFY2025 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-50010000 Dept. of Safety – Div. of State Police – Watercraft Safety
103-502664 Contracts for Operational Services

SFY2022	SFY2023	SFY2024	SFY2025	TOTAL
$1,990.38	$3,980.76	$3,980.76	$1,990.38	$11,942.28

EXPLANATION

This contract provides well and water treatment and management services at Marine Patrol Headquarters in Gilford, NH. The vendor will conduct physical inspections of the water system and water filtration system, as well as provide and install any and/or all water treatment consumables (salt, cartridge filters, etc.). The vendor will also facilitate water sample collections, testing, and complete all NHDES required applications, forms, reports, testing and communications on behalf of NH State Police.

The Division of State Police, Marine Patrol, released an RFB (dated September 27, 2021) to procure these services. The RFB was sent to a list of companies that was acquired from the Department of Environmental Services (DES). Pennichuck Water and Gilford Well Co. were the only vendors to submit a bid by the submission deadline date of October 8, 2021. Gilford Well Co. was chosen because they were the lowest bidder.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

BID SUMMARY*

Check the box that applies: **RFB** ☒ **RFQ** ☐

DOCUMENT #: RFB DOS 2022-103

SERVICES BID: NH State Police – Marine Patrol – Well & Water Treatment Operations & Management Services

POSTING OR NOTIFICATION DATE : 9/27/2021

CLOSING DATE: 10/8/2021

VENDOR NAME	VENDOR ADDRESS	FINAL BID PRICE
1. Pennichuck Water	25 Walnut Street Nashua NH	$24,966.00
2. Gilford Well Co Inc	1440 Lake Shore Road Gilford NH 03249	$11,942.28
3.		
4.		
5.		

* For use with contracts resulting from Request for Quotes or Request for Bids.

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 Gilford Well Co. Inc.		1.4 Contractor Address 1440 Lake Shore Road Gilford, NH 03249	
1.5 Contractor Phone Number 603-524-6343	1.6 Account Number AU 5001	1.7 Completion Date December 31, 2024	1.8 Price Limitation $11,942.28 Not to Exceed
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature N.H. Harris III Date: 11/22/21		1.12 Name and Title of Contractor Signatory Norman H. Harris III President	
1.13 State Agency Signature Steven R. Lavoie Date: 12/6/21		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: [signature]		On: 12/21/21	
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.

Contractor Initials N.H.

Date 11/22/21

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

Contractor Initials N.H.

Date 11/22/21

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.

Contractor Initials N.H.

Date 11/20/20

EXHIBIT A
SPECIAL PROVISIONS

Vendor Qualifications:

The Contractor shall have New Hampshire Contract Operator Services certification as per Administrative Rule Env-Dw 502 Operator Certification.

EXHIBIT B
SCOPE OF SERVICES

The Department of Safety, Division of State Police, Marine Patrol (Unit) is contracting Gilford Well Co. (Vendor #154778) 1440 Lake Shore Road, Gilford, NH 03249, to provide Well and Water Treatment and Management Services at Marine Patrol, 31 Dock Road, Gilford, NH 03249.

The contract will become effective upon Governor and Council approval, for the period of January 1, 2022 through December 31, 2024. The contract may be extended for a (1) one-year term at the option of the State alone. The State will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

SCOPE OF SERVICES - MONTHLY

- This well is a small community water system under RSA 485:1, XV, identified as PWS ID #0886190 in the NH DES One Stop platform
- Conduct physical inspection of water system from water meter, including primary sediment filter through and including all equipment, vessels and piping associated with water filtration system
- Conduct a comprehensive inspection and test of water filtration system as to insure that the system is operating in an optimal state. Any deficiencies, damages or concerns shall be reported in writing to the State within 24 hours of the inspection
- Provide and install any/all water treatment consumables as required, e.g. including but not limited to salt, cartridge filters, etc.
- Facilitate water sample collections and testing by a state-approved lab as required by NHDES Master Sampling Schedule, including, but not limited to, Perfluoroalkyl (PFA) compounds

Contractor Initials M.H
Date 11/29/21

- Facilitate any/all NHDES required applications, forms, reports, testing and communications on behalf of the State specific to the scope of services covered by this contract

- Notify the State and NHDES immediately of any suspected damages or environment concerns

SUB-CONTRACTORS

The Contractor may not use any Subcontractors in the performance of the services sought by this contract without prior written approval of the State Agency.

The Contractor shall remain wholly responsible for performance of the entire contract regardless of whether a Subcontractor is used. The State Agency will consider the Contractor to be the sole point of contact with regards to all contractual matters, including payment of any and all changes resulting from the contract.

EXHIBIT C
PRICING AND PAYMENT TERMS

The Contractor agrees to invoice the State of New Hampshire, Division of State Police every month in the amount of $331.73. The Contractor agrees not to exceed the total contract amount of $11,942.28. The State of New Hampshire agrees to make payment to the Contractor within thirty (30) days of receipt, acceptance and approval of such invoices.

Contractor Initials N.H.
Date 11/02/21

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 GILFORD WELL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 17, 1973. 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: **13555**

Certificate Number: **0005476616**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of December A.D. 2021.

William M. Gardner

Secretary of State

Certificate of Vote

(Corporation without Seal)

I, Norman H. Harris, III do hereby certify that I am authorized by Gilford Well Company, Inc. to enter into a contract with the State of New Hampshire, acting through its Department of Safety, for the provision of Water System Operator services.

RESOLVED: That the **President** and **Vice President**

are hereby authorized on behalf of this corporation to enter into the said contract with the State and execute any documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as they may deem necessary, desirable or appropriate.

It is agreed by the undersigned that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 23 day of November 2021.

Norman H. Harris, III
President

Trevor A. Harris
Vice President

STATE OF NEW HAMPSHIRE

County of Belknap

The foregoing instrument was acknowledged before me this ___ day of September, 2020 by

Norman H. Harris
President

and

Trevor A. Harris
Vice President

Notary Public signature

Commission Expires: 12/7/2021

JOANNE M. BUCKNER, Notary Public
State of New Hampshire
My Commission Expires December 7, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2021

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Laureen Hilton PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: lhilton@rowleyagency.com
INSURED Gilford Well Company, Inc. 1440 Lakeshore Road Gilford NH 03249	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Union Insurance Company — 25844 INSURER B: Acadia Insurance Company — 31325 INSURER C: New Hampshire Employers Ins Co — 13083 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 Master 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual per CG0001 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPA 5150549-17	6/8/2021	6/8/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			CAA 5150550-17	6/8/2021	6/8/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured Motorist BI	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUA 5150551-17	6/8/2021	6/8/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3A: NH, NH ECC60040000642021	6/8/2021	6/8/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	LEASED/RENTED EQUIPMENT			CPA 5150549-17	6/8/2021	6/8/2022	LIMIT:	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy term.

CERTIFICATE HOLDER

NH Department of Safety
Division of State Police
Marine Patrol
33 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laureen Hilton/LPH