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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



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Bent

**JEFF BRILLHART, P.E.**  
**ACTING COMMISSIONER**

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

Bureau of Highway Maintenance  
March 24, 2015

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Interstate Electrical Services Corporation (Vendor Code #174516) of North Billerica, Massachusetts not to exceed \$145,000.00, for electrical services for facilities maintained by the Bureau of Highway Maintenance Districts 4, 5, and 6, effective upon Governor and Council approval through June 30, 2018. 100% Highway Funds.

Funding is available as follows for FY 2015 and is contingent upon the availability and continued appropriation for FY 2016, FY 2017 and FY 2018:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY2017</u>	<u>FY 2018</u>
04-096-096-960515-3048 Maintenance Critical Repair				
048-500226 Contract Repairs; Bldg. Grounds	\$40,000.00	\$35,000.00	\$35,000.00	\$35,000.00

**EXPLANATION**

The NHDOT Highway Maintenance Districts 4, 5, and 6 have electrical systems at each of their combined fifty-one (51) maintenance facilities that may require emergency repairs, alterations and new installations to ensure the systems continue to operate efficiently and in compliance with regulations. This contract will allow for emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids on the Department of Administrative Services, Bureau of Purchase and Property's web site. Nine sealed bids were received and publicly opened on February 5, 2015 (bid results attached). Interstate Electrical Services Corporation was the low bidder to provide the electrical services as required in our proposal for District's 4, 5, and 6. The contract will be effective upon Governor and Council approval through June 30, 2018. The contract is for a total up to \$145,000.00. The hourly rate and material markup are in keeping with costs experienced in the past.

The contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval to enter into this contract is respectfully requested.

Sincerely,

David J. Brillhart, P.E.  
Acting Commissioner

Electrical Service Bid Summary for 2/5/2015 Bid Opening

District	Fiscal Year	NHLED Lighting, LLC	Norris Davis Electric, Inc.	Interstate Electrical Services Corporation	R & T Electric Incorporated	TNT Electrical Contractor, LLC	MGR Electrical Contracting, Inc.	Ayer Electric, LLC	Green Mountain Communications, Inc.	Harry-O Electrical Corporation
District 4	FY 15	No Bid	No Bid	\$45.00	No Bid	\$50.50	\$95.00	\$58.00	\$135.00	No Bid
	FY 16			\$45.00		\$50.50	\$95.00	\$59.00	\$135.00	
	FY 17			\$50.00		\$50.50	\$95.00	\$60.00	\$135.00	
District 5	FY 15	\$75.00	No Bid	\$45.00	\$53.00	\$49.50	\$75.00	\$58.00	\$135.00	\$60.00
	FY 16	\$75.00		\$45.00	\$54.00	\$49.50	\$75.00	\$59.00	\$135.00	\$64.00
	FY 17	\$76.00		\$50.00	\$55.00	\$49.50	\$75.00	\$60.00	\$135.00	\$64.00
District 6	FY 15	\$75.00	No Bid	\$45.00	\$56.00	\$48.50	\$75.00	\$58.00	\$135.00	\$62.00
	FY 16	\$75.00		\$45.00	\$56.00	\$48.50	\$75.00	\$59.00	\$135.00	\$62.00
	FY 17	\$76.00		\$50.00	\$58.00	\$48.50	\$75.00	\$60.00	\$135.00	\$64.00
	FY 18	\$76.00		\$50.00		\$48.50	\$75.00	\$60.00	\$135.00	\$65.00

Electrical Service Bid Summary for 2/5/2015 Bid Opening  
 Hourly Rate Summary, per District, per FY  
 Hourly Summary, per District, per FY

District	Fiscal Year	NHLED Lighting, LLC	Norris Davis Electric, Inc.	Interstate Electrical Services Corporation	R & T Electric Incorporated	TNT Electrical Contractor, LLC	MGR Electrical Contracting, Inc.	Ayer Electric, LLC	Green Mountain Communications, Inc.	Harry-O Electrical Corporation
District 4	FY 15	No Bid	No Bid	444.44	No Bid	396.04	210.53	344.83	148.15	No Bid
	FY 16			222.22		198.02	105.26	169.49	74.07	
	FY 17			200.00		198.02	105.26	166.67	74.07	
	FY 18			200.00		198.02	105.26	166.67	74.07	
TOTAL HOURS /Vendor				1,066.67		990.10	526.33	847.65	370.37	
District 5	FY 15	0.00	No Bid	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	FY 16	133.33		222.22	185.19	202.02	133.33	169.49	74.07	161.29
	FY 17	131.58		200.00	181.82	202.02	133.33	166.67	74.07	156.25
	FY 18			200.00	178.57	202.02	133.33	166.67	74.07	153.85
TOTAL HOURS /Vendor				622.22	545.57	606.06	400.00	502.82	222.22	471.39
District 6	FY 15	266.67	No Bid	444.44	No Bid	413.37	266.67	344.83	148.15	333.33
	FY 16	133.33		222.22		206.19	133.33	166.67	74.07	161.29
	FY 17	131.58		200.00		206.19	133.33	166.67	74.07	153.85
	FY 18			200.00		206.19	133.33	166.67	74.07	153.85
TOTAL HOURS /Vendor				1,066.67		1,030.93	666.67	847.65	370.37	804.72



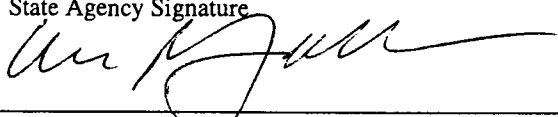
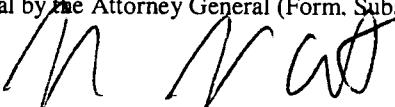
NOT FUNDED FOR FY 15

Subject: Electrical Service and Parts for NHDOT Maintenance Districts 4, 5, and 6 FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NHDOT Highway Maintenance		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Interstate Electrical Services Corporation		1.4 Contractor Address 15 Cote Lane, Bedford, NH 03110	
1.5 Contractor Phone Number 603-627-3230	1.6 Account Number 3048, 500226, CI 48	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$145,000
1.9 Contracting Officer for State Agency Caleb B. Dobbins, P.E., Highway Maintenance Engineer		1.10 State Agency Telephone Number 603-271-2693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gary A. Sobolewski, Regional Vice President - NH, ME, VT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>March 9th, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		REBECCA L. RICKETTS, Notary Public My Commission Expires March 30, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Rebecca L. Ricketts, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William P. Janelle, Director of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form. Substance and Execution) By:  On: <u>3/26/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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


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

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

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

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

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

Contractor Initials   
Date 3/9/15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials

Date 3/4/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A – SCOPE OF SERVICES


TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Perform maintenance and emergency repairs to the electrical systems at each of the maintenance facilities within a District, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the affected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
2. The CONTRACTOR shall meet with the designated Bureau of Highway Maintenance District contact or designee for repairs, alterations and new installations to the electrical systems for the appropriate District, as directed by the DEPARTMENT. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
3. All work specified in No. 1 and 2 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at fifteen percent (15%) over the direct cost paid by the CONTRACTOR.

If the purchaser procures materials by any method, which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier as determined by the DEPARTMENT. No markup except for actual costs incurred in the handling of such materials will be permitted.

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment will not exceed the price paid by the purchaser for similar materials furnished from said source or the current wholesale price for such materials delivered to the job site, whichever is lower.

If, in the opinion of the DEPARTMENT, the cost of such materials is excessive, then the cost of such material will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. If the CONTRACTOR does not furnish satisfactory evidence of the cost of such materials from the actual supplier, the cost will then be determined in accordance with this paragraph.

Initials:   
Date: 3/15

The CONTRACTOR shall submit invoices for work performed to the address of the appropriate District, below.

**District 4:**

**District Engineer John Kallfelz, PE  
State of New Hampshire  
Department of Transportation  
Bureau of Highway Maintenance District 4  
19 Base Hill Road  
Swanzey, NH 03446-9998  
352-2302**

**District 5:**

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**District Engineer Richard Radwanski, PE  
State of New Hampshire  
Department of Transportation  
Bureau of Highway Maintenance District 5  
16 East Point Drive  
Bedford, NH 03110  
666-3336**

**District 6:**

**District Engineer  
State of New Hampshire  
Department of Transportation  
Bureau of Highway Maintenance District 6  
271 Main Street  
Durham, NH 03824  
868-1133**

Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to the appropriate District Engineer. Examples of valid reasons are:

- a. Part(s) unavailable with explanation why.
- b. Repair is ongoing and requires additional time to complete.
- c. Parts and Labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Initials:   
Date: 3/9/15




Written notification must include all pertinent information regarding the delayed repair which includes:

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.
- d. And any other information to justify the request for non-compliance of the 48-hour provision.

The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

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Initials:   
Date: 3/3/15

## EXHIBIT B – CONTRACT PAYMENTS

### COMPENSATION:

In accordance with the advertisement of the DEPARTMENT'S inviting proposals for the project herein before named, and in conformity with the specifications on file in the offices of the DEPARTMENT, I/We hereby certify that I Am / We Are the only person or persons, interested in this proposal as principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the specifications and of the site of the work; and propose to furnish all necessary machinery, equipment, tools, and labor; and to furnish all materials specified in the manner and at the time prescribed at the following prices.

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The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period:

#### **DISTRICT 4:**

**Fiscal Year 2015:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2016:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2017:** fifty dollars and no cents per hour (\$50.00 per hour).

**Fiscal Year 2018:** fifty dollars and no cents per hour (\$50.00 per hour).

#### **DISTRICT 5:**

**Fiscal Year 2015:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2016:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2017:** fifty dollars and no cents per hour (\$50.00 per hour).

**Fiscal Year 2018:** fifty dollars and no cents per hour (\$50.00 per hour).


#### **DISTRICT 6:**

**Fiscal Year 2015:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2016:** forty-five dollars and no cents per hour (\$45.00 per hour).

**Fiscal Year 2017:** fifty dollars and no cents per hour (\$50.00 per hour).

**Fiscal Year 2018:** fifty dollars and no cents per hour (\$50.00 per hour).

Initials:   
Date: 3/9/15

The CONTRACTOR agrees to supply repair parts at a fixed percentage of fifteen percent (15%) as outlined in EXHIBIT A.

The total contract price shall not exceed one hundred, forty-five thousand dollars and no cents (\$145,000.00).

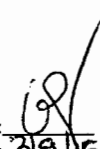
Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

The DEPARTMENT shall make payments out of the following account numbers:  
04-096-096-960515-3048-500226 Contract Maintenance Buildings and Grounds

The payment by the State of the contract price, and any repair materials as outlined in EXHIBIT A, 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.

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.

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.

Initials:   
Date: 3/9/15

**EXHIBIT C**

No special provisions

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Initials:  
Date: 3/9/15

**EXHIBIT D - DISTRICTS  
4, 5, and 6 MAINTENANCE  
FACILITIES**

**District 4**

Patrol	Town	Location	Street Address	Zip Code	Shed Phone #'s
401	Charlestown	(Route 12)	187 Claremont Road	03603	826-5555
401-A	N. Walpole	(Route 123)	355 Whitcomb Road	03609	445-5380
403	Marlow		811 Route 10	03456	446-3362
403-A	Alstead	(Route 12A)	1247 Alstead Center Road	03602	756-3607
404	Hillsborough	(Route 9)	679 West Main Street	03244	478-3328
405	Westmoreland		1585 Route 12	03467	399-4307
405-A	Chesterfield		292 Route 63	03443	363-4400
406	Swanzey		19 Base Hill Road	03446	352-6614
407	Stoddard	(Route 9)	22 South Street	03464	847-3419
408	Hancock	(Route 137)	83 Bennington Road	03449	525-3705
409	Greenfield	(Route 31)	265 Sawmill Road	03047	547-3302
410	Hinsdale	(Route 119)	470 Ashuelot Main Street	03451	336-5321
411	Marlborough	(Route 12)	164 Monadnock Highway	03455	242-6622
412	Marlborough	(Route 101)	607 Dublin Road	03455	876-3984
413	Rindge		1972 Route 119	03461	899-5537
414	Temple		418 Route 101	03084	924-6956
415	Greenville	(Route 31)	565 Fitchburg Road	03048	878-2318

Office Swanzey 19 Base Hill Road 03446 603-352-2302

Initials: GS

Date: 3/9/15

### District 5

Shed	Phone #'s	Town	Address	Zip Code	Locations
503	798-5652	Chichester	16 Deermeadow Rd	03238	2/10 miles west of Rt.28
504	428-7785	Henniker	57 State Shed Rd	03242	Old Rt.9
505	224-0793	Bow	670 Rt.3A	03304	1 3/4 miles north of Hockett town line
506	485-5050	Allenstown	249 Pinewood Rd	03275	Rt.28, north of Jnct. of River Road
507	497-2471	Goffstown	93 Church St	03045	Rt.114, north of village, behind cemetery
508	624-1441	Hooksett	2 Peters Brook Rd	03106	Rt.3, across Outdoor World, 2nd left, Industrial Dr
509	483-8811	Candia	376 Old Candia Rd	03034	Rt.101, Exit 3, left @ stop sign, left @ island
510	673-3550	Milford	33 Buxton Rd	03055	Off Rt.13
511	669-5419	Bedford	6 East Point Dr	03110	Off Rt.3 South, across from Bedford Toll
512	432-5976	Londonderry	469 Mammoth Rd	03053	Rt.128, south of Jnct of Rt.28
513	895-3100	Chester	825 Raymond Rd	03036	Rt.101, Exit 5, Rt.107 S/Rt.102 S, shed @ town line
514	898-9086	Salem	54 Shadow Lake Rd	03079	Rt.111, 1/2 mile east of Jct of Rt.28
515	465-2567	Hollis	224 Depot Rd	03049	1 mile north of Rt.111
516	434-3103	Londonderry	4 West Rd	03053	Rt.102 @ I-Derry/Husdon town line, left @ yellow light
525	783-4326	Canterbury	123 West Rd	03224	I-93, Exit 18, 1,000 feet east of I-93
526	746-4223	Warner	35 Warner Rd	03278	I-89, Exit 7, @ bottom of ramp, 1st right, then 1st left
527	622-1651	Manchester	Rt.101 East	03111	Rt.101 East, 2,000 feet west of Rt.28 Bypass
528	432-7921	Derry	59 Kendall Pond Rd	03038	1/2 mile west of Derry landfill
D5 office	666-3336	Bedford	16 East Point Drive	03110	Off US Route 3 (South River Road), 1/4 mile north of Ray Wiczorek Drive

Initials: 

Date: 3/9/15

District 6

Patrol	Town	Location	Street Address	Zip Code	Shed Phone #'s
601	Milton	Westerly side of Route 125 400 feet South of Junction of Route 75	245 White Mountain Highway	03851	603-652-4521
602	Strafford	Approximately 1/2 mile North of Center Strafford on Route 126, Parker Mountain Road	1011 Parker Mountain Road	03884	603-664-9344
603	Gonic	From Spaulding Turnpike, take the Route 125S exit- Exit 12 toward Gonic. Turn slight right onto Gonic Road/Rt 125. Turn right onto Gear Road. Turn left onto Cemetery Road, patrol shed is on the right.	25 Cemetery Road	03839	603-332-7034
604	Northwood	On the side of Route 4 approx. 1 mile east of the junction of Route 107 North to Pillsfield (across from Ann Strout Realty)	Box 1159 First NH Turnpike	03281	603-942-5971
605	Lee	On the south side of Pinkham Road approx. 1/4 mile east of Route 125 (Pinkham Road is off 125 0.7 miles North of the Lee Traffic Circle.)	65 Pinkham Road	03824	603-868-5726
606	Dover	S/B on Dover Point Road, turn right onto Old Dover Point Road south of St. Mary's Cemetery. Gerrish Road is on the right.	60 Gerrish Road	03820	603-742-3948
607	Exeter	Route 27 in Exeter, 1/4 mile east of Old Town Farm Road	253 Epping Road	03833	603-773-9937
608	Epping	Located on Old Hedding Road at Junction of Route 125, 1 mile North of traffic lights on Route 27 & 125 in Epping	73 Coffin Road	03042	603-879-5314
609	Newfields	Located on Westerly side of Route 108, 1/4 mile North of Junction of Route 85	39 Newmarket Road	03856	603-778-8876
610	Rye/ N. Hampton	Located on Dow Lane next to Wayne's Lawn & Garden just off Route 1 at N. Hampton Town Line.	61 Dow Lane	03862	603-964-6796
611 M	Kingston	Located 200 feet Southeast of Rte 111.	65 Mill Road	03848	603-642-3401
611 N	S. Kingston	Located on Southerly side of Newton Junction Road and about 1/2 mile south of Route 125.	35 Newton Junction Road	03848	Cold Storage Building
612	North Hampton	Located on South Road approx. 1/2 mile west of Junction of Route 111	143 South Road	03862	603-964-8886
Office	Durham	Located on Route 155A in Durham, 1/4 of a mile west of the intersection of Route 4 on/off ramps	271 Main Street	03824	603-868-1133

Initials:

Date:

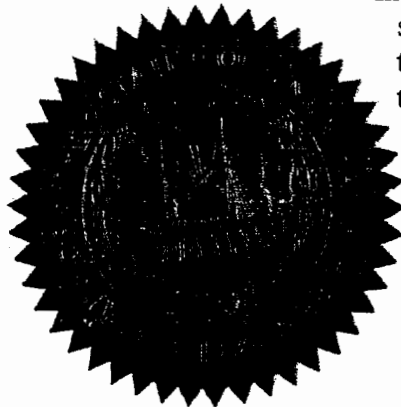
*GS*  
3/9/15

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 INTERSTATE ELECTRICAL SERVICES CORPORATION a(n) ~~Massachusetts corporation, is authorized to transact business in New Hampshire and~~ qualified on March 20, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of March, A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State





The Difference is Attitude

CERTIFICATE OF VOTE

I, James P. Alibrandi, President, hereby certify that I am the duly elected President of Interstate Electrical Services Corporation.

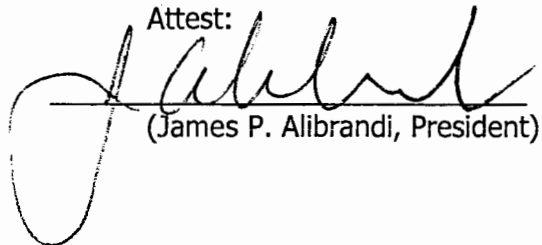
I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on November 30, 1994, at which a quorum of the Board was present and voting.

DULY VOTED:

As hereby noted per vote of the corporations Board of Directors, Gary Sobolewski with the title of Vice President Northern Construction is authorized to execute on behalf of said corporation all legal contractual documents for the benefit of said New Hampshire Corporation.

I hereby certify that said votes have not been amended or repealed, remain in full force and effect as of March 9, 2015, and that James P. Alibrandi is President, of this Corporation.

Date: March 9, 2015

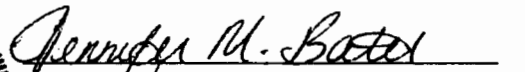
Attest:  
  
(James P. Alibrandi, President)

State of: Massachusetts  
County of: Middlesex

On this the 9th day of March 2015 before me, the undersigned Notary Public, Jennifer Bates, personally appeared James P. Alibrandi who acknowledged himself that he, as such President, of Interstate Electrical Services Corporation, and that he, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.



  
Notary Public: Jennifer Bates  
My Commission Expires: 8/27/21

Interstate Corporation  
Northwood Executive Park • 70 Treble Cove Road, North Andover, MA 01845  
Phone: 978.667.5200 Fax: 978.947.8259

Regional Offices: Interstate / Northern New England  
New Hampshire Vermont Maine

Interstate / Corporate Headquarters  
Massachusetts

Interstate / Southern New England  
Rhode Island Connecticut



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/06/2015

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Interstate Electrical Services Corporation 70 Treble Cove Road North Billerica MA 01862-2208 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh		19445
	<b>INSURER B:</b> Zurich American Ins Co		16535
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570056997764**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO583358902	09/30/2014	09/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
3	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 5833587-02	09/30/2014	09/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE051731018	09/30/2014	09/30/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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 / A	WC583359003	09/30/2014	09/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Project Name: Electrical Service and Parts for NHDOT Maintenance Districts 4, 5, and 6.  
State of New Hampshire Department of Transportation is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire NHDOT Highway Maintenance 7 Hazen Drive Concord NH 03302 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570056997764