



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

J.C.M.
29

Bureau of Mechanical Services
May 31, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with RBG Incorporated. (Vendor 158526), Raymond NH, on the basis of a low bid offer of \$126,580.00 for providing Truck Crane Inspection, repair, scheduled service and unanticipated emergency repairs and associated parts, effective upon Governor and Council approval through June 30, 2019. 88% Highway Funds, 12% other funds (Agency Income/ Transfers).

Funding is contingent upon the availability and continued appropriation of funds for FY 2018 and FY 2019 with the ability to adjust encumbrances between State Fiscal Years if needed and justified as follows:

04-96-96-960515-3005	<u>FY 2018</u>	<u>FY 2019</u>
Mechanical Services		
024-500225 Contract Repairs; Machine-Equip	\$63,290.00	\$63,290.00

EXPLANATION

The service contract is necessary to perform inspections, repairs and service to the Department's Aerial lift trucks.

The Department of Transportation, Bureau of Mechanical Services currently owns Thirteen (13) truck crane vehicles that are used Lifting and setting of signs, Signal & lighting work, tree and bridge work as well as various other functions. The truck cranes require yearly safety inspections, repair and maintenance. Once the inspection is completed, the Bureau is provided an explanation of repairs and maintenance needed, and the associated costs.

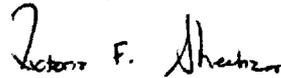
Invitation for bids were solicited on the Department of Administrative Services, Bureau of Purchase and Property website from 4/19/2017 through 5/19/2017, a period of Thirty - one (31) calendar days. The bid opening date was May 19, 2017. Three (3) bids were received. The award was made to RBG Inc. based on low bid offer. The contract amount of \$126,580.00 includes the inspection fee and labor and parts estimated from the past contract period. \$126,580.00 is reasonable based on previous contracts for

similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified 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 Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

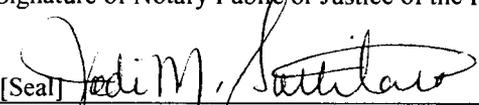
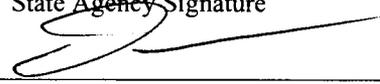
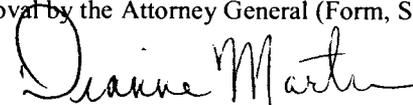
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DOT Bureau of Mechanical Services		1.2 State Agency Address 33 Smokey Bear Blvd Concord, NH 03301	
1.3 Contractor Name RBG Inc.		1.4 Contractor Address 317 Route 27 Raymond, NH 03077	
1.5 Contractor Phone Number 603-895-3803	1.6 Account Number 04-96-96-960515-3005-024-500225 Contract repairs,machine maintenance	1.7 Completion Date 6/30/2019	1.8 Price Limitation FY18 - \$63,290.00 FY19 - \$63,290.00 TOTAL - \$126,580.00
1.9 Contracting Officer for State Agency Michael P. Walsh II		1.10 State Agency Telephone Number 603-271-1667	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul Hodgdon Service Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/24/2017</u> , before the undersigned officer, personally appeared the person identified in block I.12, or satisfactorily proven to be the person whose name is signed in block I.11, and personally appeared <u>acknowledged</u> that s/he executed this document in the capacity indicated in block I.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Jodi M. Sottilaro, Notary Public			
1.14 State Agency Signature  Date: <u>6/2/17</u>		1.15 Name and Title of State Agency Signatory David Rodrigue 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) (if applicable) By:  On: <u>6/14/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT B - OFFER SECTION:

Bidder hereby offers to furnish Truck Crane Inspections, repairs and scheduled Service to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the entire contract.

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

MAKE	MODEL	# OF UNITS	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
National	N100	1	2002	# 34584	H 1613	Bridge Maint Crew #2 Mark Fagnat t419-9506
National	N100	1	2002	#33765	H 1636	Bridge maint Crew #7 Dominic Saladyga T-419-9506
National	N100	1	2002	# 33764	H 1639	Bridge maint CREW #5 Greg White T-396-4645
National	N100	1	2002	# 34650	H 1642	Bridhe Maint CREW #6 Jon Asmund T-396-4215
National	N100	1	2002	# 34583	H 1644	Bridge Maint CREW #8 Robert Libby T-396-6557
TOTAL UNITS - 5						
Annual Safety Inspection (Flat Rate Charge)						
\$205.00			X	5	=	\$1,025.00
Fy2018 Inspection cost / EA.						Fy2018 Total
\$205.00			X	5	=	\$1,025.00
Fy2019 Inspection cost / EA.						Fy2019 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
\$85.00			X	55 HRS.	=	\$4,675.00
Fy2018 Labor Cost / Hr.						Fy2018 Total
\$85.00			X	55 HRS.	=	\$4,675.00
Fy2019 Labor Cost / Hr.						Fy2019 Total
2 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL						\$11,400.00

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAB	224EP-3	1	2006	not available	H 1663	Bridge Maint Crew #3 Will Fulerton T 419-0479
B	224EP-3	1	2006	not available	H 1669	Bridge Maint Crew #11 Eric Bowser T 396-4216
HIAB	224EP-3	1	2006	not available	H 1680	Bridge Maint Crew #4 Chris Moen T 419-0480
HIAB	224EP-3	1	2006	not available	H 1681	Bridge Maint Crew #10 Bill Smith T 419-0482
HIAB	224EP-3	1	2006	not available	H 1684	Bridge Maint Crew #14 Richard Throughergood T 419-0484
TOTAL UNITS - 5						
Annual Safety Inspection (Flat Rate Charge)						
\$205.00			X	5	=	\$1,025.00
Fy2018 Inspection cost / EA.						Fy2018 Total
\$205.00			X	5	=	\$1,025.00
Fy2019 Inspection cost / EA.						Fy2019 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
\$85.00			X	55 HRS.	=	\$4,675.00
Fy2018 Labor Cost / Hr.						Fy2018 Total
\$85.00			X	55 HRS.	=	\$4,675.00
Fy2019 Labor Cost / Hr.						Fy2019 Total
2 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL						\$11,400.00

Contractor Initials: PH

Date: 5/24/17

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
IMT	900 H 2	1	2007	21092	H405	Franklin Yard - Norm legere tell # 419 - 0483
TOTAL UNITS - 1						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$205.00			X	1	=	\$205.00
Fy Inspection cost / EA.						Fy2018 Total
\$205.00			X	1	=	\$205.00
Fy2019 Inspection cost / EA.						Fy2019 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$85.00			X	5HRS.	=	\$425.00
Fy2018 Labor Cost / Hr.						Fy2018 Total
\$85.00			X	5HRS.	=	\$425.00
Fy2019 Labor Cost / Hr.						Fy2019 Total
2 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL						\$1,260.00

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
IMT	900 - H2	1	2000	#1295981029	H509	Bridge Maint Crew #15 Robert Spinney T 436-1099
TOTAL UNITS - 1						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$205.00			X	1	=	\$205.00
Fy2018 Inspection cost / EA.						Fy2018 Total
\$205.00			X	1	=	\$205.00
Fy2019 Inspection cost / EA.						Fy2019 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$85.00			X	5HRS.	=	\$425.00
Fy2018 Labor Cost / Hr.						Fy2018 Total
\$85.00			X	5HRS.	=	\$425.00
Fy2019 Labor Cost / Hr.						Fy2019 Total
2 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL						\$1,260.00

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAB	244EP3 - HI - PRO	1	2017	2446306	H1614	Bridge Maint Crew #1 Joseph Ingerson T 419-0524
TOTAL UNITS - 1						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$205.00			X	1	=	\$205.00
Fy2018 Inspection cost / EA.						Fy2018 Total
\$205.00			X	1	=	\$205.00
Fy2019 Inspection cost / EA.						Fy2019 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$85.00			X	5HRS.	=	\$425.00
Fy2018 Labor Cost / Hr.						Fy2018 Total
\$85.00			X	5HRS.	=	\$425.00
Fy2019 Labor Cost / Hr.						Fy2019 Total
2 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL						\$1,260.00
2 YEAR TOTAL OF ALL SUBSECTIONS ABOVE						\$26,580.00

Contractor Initials: PH
 Date: 5/24/17

EXHIBIT C

ARIAL LIFT INSPECTION -REPAIRS-SCHEDULED SERVICE

SPECIAL PROVISIONS

There are no special provisions for this contract

Contractor Initials: PH

Date: 5/24/17

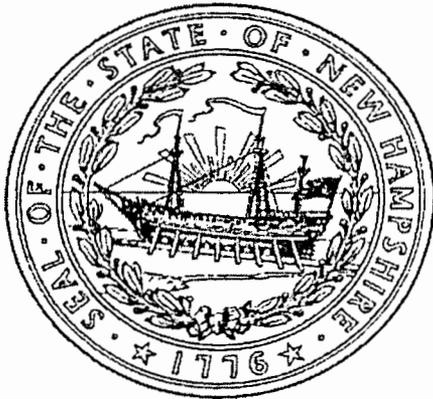
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RBG INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 06, 1998. 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: 296529



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of March A.D. 2017.

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

William M. Gardner
Secretary of State

**UNANIMOUS CONSENT OF THE DIRECTORS
OF
RBG INC.**

May 24, 2017

The undersigned, being all the directors of RBG Inc., a New Hampshire corporation (the "Corporation"), in lieu of a special meeting of the Board of Directors of the Corporation (the "Board"), agree and consent to the adoption of the following resolutions and direct the Secretary of the Corporation to file this consent with the minutes of the meetings of the Board of Directors:

DOT Contract

RESOLVED: That the Corporation enter into an Agreement by and between the Corporation and the State of New Hampshire, substantially in the form provided to the Board for review and approval (the "DOT Agreement"), pursuant to which the Corporation shall provide the repair services for the New Hampshire Department of Transportation Bureau of Mechanical Services as set forth in the DOT Agreement.

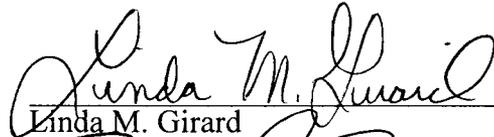
RESOLVED: That Richard B. Girard, as President of the Corporation, and/or Paul Hodgdon, are hereby authorized, empowered, and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver on behalf of the Corporation, the DOT Agreement and such other agreements, instruments, and documents as he may determine to be necessary or desirable to consummate the transactions contemplated by the DOT Agreement (the "Ancillary Documents"), in such form and with such changes thereto as may be approved by such officer, his execution and delivery of the DOT Agreement and the Ancillary Documents to evidence his approval thereof and authority hereunder and the approval thereof of the Corporation;

General

RESOLVED: That the President, Treasurer, and other proper officers of the Corporation are, and each of them acting singly is, authorized, empowered, and directed, by and on behalf of the Corporation and in its name and stead, to take all such actions and to approve, execute, and deliver all such agreements, instruments, and other documents as they may determine to be necessary or desirable to effect the purposes of these resolutions, such officer's execution thereof to evidence such officer's approval and the approval of the Board; and that all such acts and things heretofore done by such officers, and any one or more of them acting alone, in connection with and in furtherance of the purposes and intent of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the act and deed of the Corporation.

[Remainder of Page Left Blank – Signature Page Follows]

No further action is taken by this Consent. This Consent may be signed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. A copy or facsimile copy of a signature shall be deemed to be an original signature. The undersigned further direct that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board.



Linda M. Girard



Richard B. Girard

being all the directors of the Corporation.

CERTIFICATE OF VOTE

I, Richard B. Girard, certify that I am the duly elected President of RBG, Inc., of Raymond, New Hampshire (the "Corporation").

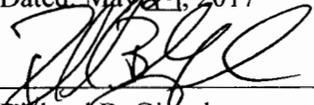
I further certify that the following is a true and correct acknowledgment of actions taken by unanimous written consent of the Board of Directors of the Corporation on May 24, 2017:

RESOLVED: That the Corporation enter into an Agreement by and between the Corporation and the State of New Hampshire, substantially in the form provided to the Board for review and approval (the "DOT Agreement"), pursuant to which the Corporation shall provide the repair services for the New Hampshire Department of Transportation Bureau of Mechanical Services as set forth in the DOT Agreement.

RESOLVED: That Richard B. Girard, as President of the Corporation, and/or Paul Hodgdon, are hereby authorized, empowered, and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver on behalf of the Corporation, the DOT Agreement and such other agreements, instruments, and documents as he may determine to be necessary or desirable to consummate the transactions contemplated by the DOT Agreement (the "Ancillary Documents"), in such form and with such changes thereto as may be approved by such officer, his execution and delivery of the DOT Agreement and the Ancillary Documents to evidence his approval thereof and authority hereunder and the approval thereof of the Corporation;

I further certify that said actions have not been amended or repealed and remain in force and are effective as of May 24, 2017.

Dated: May 24, 2017


Richard B. Girard

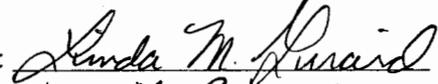
Attest: 

NOTARY: State of New Hampshire
County of Rockingham

May 24, 2017

On this 24th day of May, 2017, before me, the undersigned officer personally appeared Richard B. Girard, who acknowledged himself to be the President of RBG, Inc., a New Hampshire corporation, and that he, as such, 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.

Signature: 
Name: Linda M. Girard

LINDA M. GIRARD, Notary Public
My Commission Expires September 3, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2017

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: Heather Lindh PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: hlindh@rowleyagency.com	
INSURED RBG Inc. 317 Route 27 Raymond NH 03077		INSURER(S) AFFORDING COVERAGE	
		INSURER A: First Mercury Insurance Company	NAIC # 10657
		INSURER B: Union Insurance Company	25844
		INSURER C: Hudson Excess Insurance Company	14484
		INSURER D: Acadia Insurance Company	31325
		INSURER E: Hanover Insurance Company	22292
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 INCL EXCESS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MA-CGL-0000059240-02	11/9/2016	11/9/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAA5133864-13	2/9/2017	2/9/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			HXS1027001	5/5/2017	11/9/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5133869-13 3A STATES: NH EXCLUDED OFFICERS: RICHARD AND LINDA GIRARD	2/9/2017	2/9/2018	<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
B	GARAGEKEEPERS LIABILITY			CAA5133864-13	2/9/2017	2/9/2018	LIMIT OF INSURANCE:	\$ 600,000
E	LEASED/RENTED EQUIPMENT			IHV944918703	2/9/2015	2/9/2018	LIMIT OF INSURANCE:	\$ 25,000

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 period.

CERTIFICATE HOLDER State of New Hampshire Dept. of Transportation Bureau of Mechanical Services 33 Smokey Bear Blvd. Concord, NH 03301-0456	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 Heather Lindh/HL <i>Heather Lindh</i>
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**STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES
 BID RFB_DOT 2017-07 CRANE TRUCK INSPECTION, REPAIRS & SCHEDULED MAINTENANCE**

CONTRACT VALUE

COMPANY		RBG Inc.					
		FY2018		FY2019			
Crane Truck Make & Model	Quantity	Inspection Ea.	Inspection x Qty.	Labor Rate/ Hr.	Inspection Ea.	Inspection x Qty.	Labor Rate/ Hr.
NATIONAL N-100	5	\$205.00	\$1,025.00	\$85.00	\$205.00	\$1,025.00	\$85.00
HIAB 224EP-3	5	\$205.00	\$1,025.00	\$85.00	\$205.00	\$1,025.00	\$85.00
IMT 900 - H2 2007	1	\$205.00	\$205.00	\$85.00	\$205.00	\$205.00	\$85.00
IMT 900 - H2 2000	1	\$205.00	\$205.00	\$85.00	\$205.00	\$205.00	\$85.00
HIAB 244EP3 - HI - PRO	1	\$205.00	\$205.00	\$85.00	\$205.00	\$205.00	\$85.00
TOTAL UNITS	13		\$2,665.00			\$2,665.00	

Assumptions: Estimated parts cost to repair issues discovered during the inspection = \$30,000 total for 13 Truck cranes
 Estimated Labor (time) to repair issues discovered during the inspection = 125 Hours total X \$ \$85.00 / Hr = \$10,625.00 per fiscal year

Method of Payment: The Annual Safety Inspection service shall be paid per unit including all labor to perform the inspection. Parts discovered as needing to be replaced during the annual inspection shall be paid based upon invoice amount charged.
 Labor to perform the repairs shall be paid for by the hourly rate. Prior to any work being completed, the contractor shall provide a written estimate for the proposed work, to be reviewed and approved by department personnel prior to commencement.
 An amount of \$20,000 is included in each fiscal year and is intended to cover any unanticipated emergency repairs and required associated parts.

	FY2018	FY2019
Bid tabulation values		
Inspection Fee for 13 Truck Cranes	\$2,665.00	\$2,665.00
Labor Cost (\$85.00 Hr.x 125 hrs.) x 2	\$10,625.00	\$10,625.00
Bid tabulation Totals	\$13,290.00	\$13,290.00
Contract Cost:		
Bid tabulation Totals	\$13,290.00	\$13,290.00
Assumed parts cost for repairs	\$30,000.00	\$30,000.00
Unanticipated Emergency Repairs	\$20,000.00	\$20,000.00
Contract Value per fiscal year	\$63,290.00	\$63,290.00

Total contract value (FY2018 + FY2019) equal to P-37

\$126,580.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

BID RFB_DOT_2017 - 07 TRUCK CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 5/18/2017

SOLICITATION BID TABULATION

TIME 10:00 AM

VENDOR	RBO				CUES				HEWS						
AERIAL LIFT	NATIONAL H-100	QUANTITY / UNITS		TOTAL	NATIONAL H-100	QUANTITY / UNITS		TOTAL	NATIONAL H-100	QUANTITY / UNITS		TOTAL			
2018 INSPECTION / EA.	\$205.00	X	5	=	\$1,025.00	\$600.00	X	5	=	\$3,000.00	\$650.00	X	5	=	\$3,250.00
2019 INSPECTION / EA.	\$205.00	X	5	=	\$1,025.00	\$620.00	X	5	=	\$3,100.00	\$650.00	X	5	=	\$3,250.00
2018 LABOR RATE / HR	\$85.00	X	55	=	\$4,675.00	\$95.00	X	55	=	\$5,225.00	\$95.00	X	55	=	\$5,225.00
2019 LABOR RATE / HR	\$85.00	X	55	=	\$4,675.00	\$101.00	X	55	=	\$5,555.00	\$100.00	X	55	=	\$5,500.00
NATIONAL - H100 2018 / 2019 TOTAL				\$11,400.00	NATIONAL - H100 2018 / 2019 TOTAL				\$16,888.00	NATIONAL - H100 2018 / 2019 TOTAL				\$17,225.00	
AERIAL LIFT	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL			
2018 INSPECTION / EA.	\$205.00	X	5	=	\$1,025.00	\$620.00	X	5	=	\$3,100.00	\$700.00	X	5	=	\$3,600.00
2019 INSPECTION / EA.	\$205.00	X	5	=	\$1,025.00	\$640.00	X	6	=	\$3,200.00	\$700.00	X	6	=	\$3,500.00
2018 LABOR RATE / HR	\$85.00	X	55	=	\$4,675.00	\$95.00	X	55	=	\$5,225.00	\$95.00	X	55	=	\$5,225.00
2019 LABOR RATE / HR	\$85.00	X	55	=	\$4,675.00	\$101.00	X	55	=	\$5,555.00	\$100.00	X	55	=	\$5,500.00
HIAB - 224EP-3 - P 2018 / 2019 TOTAL				\$11,400.00	HIAB - 224EP-3 - P 2018 / 2019 TOTAL				\$17,080.00	HIAB - 224EP-3 - P 2018 / 2019 TOTAL				\$17,725.00	
AERIAL LIFT	IMT - 900 - H2 2007	QUANTITY / UNITS		TOTAL	IMT - 900 - H2	QUANTITY / UNITS		TOTAL	IMT - 900 - H2	QUANTITY / UNITS		TOTAL			
2018 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$620.00	X	1	=	\$620.00	\$600.00	X	1	=	\$600.00
2019 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$630.00	X	1	=	\$630.00	\$600.00	X	1	=	\$600.00
2018 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$95.00	X	5	=	\$475.00	\$95.00	X	6	=	\$475.00
2019 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$101.00	X	5	=	\$505.00	\$100.00	X	5	=	\$500.00
IMT - 900 - H2 2007 2018 / 2019 TOTAL				\$1,260.00	IMT - 900 - H2 2007 2018 / 2019 TOTAL				\$2,230.00	IMT - 900 - H2 2007 2018 / 2019 TOTAL				\$2,175.00	
AERIAL LIFT	IMT - 900 - H2 2000	QUANTITY / UNITS		TOTAL	VERBALIFT TEL-29	QUANTITY / UNITS		TOTAL	VERBALIFT TEL-29	QUANTITY / UNITS		TOTAL			
2018 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$620.00	X	1	=	\$620.00	\$600.00	X	1	=	\$600.00
2019 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$630.00	X	1	=	\$630.00	\$600.00	X	1	=	\$600.00
2018 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$95.00	X	5	=	\$475.00	\$95.00	X	5	=	\$475.00
2019 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$101.00	X	5	=	\$505.00	\$100.00	X	5	=	\$500.00
IMT - 900 - H2 2000 2018 / 2019 TOTAL				\$1,260.00	IMT - 900 - H2 2000 2018 / 2019 TOTAL				\$2,230.00	IMT - 900 - H2 2000 2018 / 2019 TOTAL				\$2,175.00	
AERIAL LIFT	HIAB - 244EP3 - HI - PRO	QUANTITY / UNITS		TOTAL	HIAB - 244EP3 - HI - PRO	QUANTITY / UNITS		TOTAL	HIAB - 244EP3 - HI - PRO	QUANTITY / UNITS		TOTAL			
2018 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$620.00	X	1	=	\$620.00	\$700.00	X	1	=	\$700.00
2019 INSPECTION / EA.	\$205.00	X	1	=	\$205.00	\$640.00	X	1	=	\$640.00	\$700.00	X	1	=	\$700.00
2018 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$95.00	X	5	=	\$475.00	\$95.00	X	5	=	\$475.00
2019 LABOR RATE / HR	\$85.00	X	5	=	\$425.00	\$101.00	X	5	=	\$505.00	\$100.00	X	5	=	\$500.00
HIAB 244EP3 - HI - PRO 2018 / 2019 TOTAL				\$1,260.00	HIAB 244EP3 - HI - PRO 2018 / 2019 TOTAL				\$2,240.00	HIAB 244EP3 - HI - PRO 2018 / 2019 TOTAL				\$2,375.00	
BID TOTAL				\$26,580.00	BID TOTAL				\$40,640.00	BID TOTAL				\$41,675.00	
ASSUMED PARTS COST FOR REPAIRS				\$60,000.00	ASSUMED PARTS COST FOR REPAIRS				\$60,000.00	ASSUMED PARTS COST FOR REPAIRS				\$60,000.00	
UNANTICIPATED EMERGENCY REPAIRS				\$40,000.00	UNANTICIPATED EMERGENCY REPAIRS				\$40,000.00	UNANTICIPATED EMERGENCY REPAIRS				\$40,000.00	
CONTRACT TOTAL				\$126,580.00	CONTRACT TOTAL				\$148,640.00	CONTRACT TOTAL				\$141,675.00	

"bid totals" were utilized to evaluate low bid offers