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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Maintenance
April 3, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Interstate Electrical Services Corporation, (Vendor Code #174516), Bedford, N.H., in the amount of \$40,000.00 for Electrical Services for facilities maintained by the Bureau of Highway Maintenance District 5, effective upon Governor and Council approval, through June 30, 2014, with the option to renew for an additional two-year period subject to Governor and Council approval. 100% Highway Funds.

Funding is available as follows for FY 2013 and is contingent upon the availability and continued appropriation of funds for FY 2014.

	<u>FY 2013</u>	<u>FY 2014</u>
04-96-96-960515-2073 Asset Maintenance and Preservation		
048-500226 Contract Repairs Buildings and Grounds	\$15,000	\$5,000
04-96-96-960515-3048 Maintenance Critical Repair		
048-500226 Contract Repairs Buildings and Grounds	\$15,000	\$5,000

EXPLANATION

The NH DOT Highway Maintenance District 5 has electrical systems at each of its twenty (20) 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 also allow for emergency repairs on a 24 hour / 7 days per week basis as needed.

The Department advertised for bids in the Manchester Union Leader on February 22, 24 and 25, 2013. Invitations to bid were also sent to bidders who have submitted bids over the past few years. Two sealed bids were received and publicly opened on March 7, 2013 (bid results attached). Interstate Electrical Services Corporation was the low bidder to provide the electrical services as required in our proposal. The contract will be effective upon Governor and Council approval, through June 30, 2014 and is for a total of \$40,000.00. The hourly rate and material markups are in keeping with costs experience in the past. District 5 has a large number of emergency electrical repairs in numerous locations having gone without an electrical contract for over 18 months. Because of this, it is reasonable to assign \$30,000 in electrical repairs to be completed and charged immediately to this contract by the end of Fiscal Year 2013, June 30, 2013. In FY 2014, \$10,000.00 has been allocated, which represents typical yearly expenses expected for this contract. Interstate Electrical Services Corp. is well staffed and very capable of addressing the volume of emergency work in a timely manner.

Provided the Department and the Contractor mutually agree, this service and contract agreement may be renewed with no change in the terms of the agreement for no longer than two (2) years, subject to Governor and Council approval.

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 office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

GNC/gsc

Enclosure

Bid for Electrical Services Contract			
NHDOT Bureau of Highway Maintenance District 5			
Bid Opening 03/07/2013			
	District 5 Engineering Estimate	Harry-O Electrical Corp	Low Bidder Interstate Electrical Services Corporation
Emergency Repair Service			
Hourly Labor Rate	\$ 39.00	\$ 60.00	\$ 45.00
Estimated Hours During Contract Period	650	650	650
Contract Cost of Emergency Repairs	\$ 25,350	\$ 39,000	\$ 29,250
Supply Repair Parts			
Percent Markup	10%	20%	15%
Estimated Cost (before markup) During Contract Period	\$ 13,000	\$ 13,000	\$ 13,000
Contract Cost of Supply Parts	\$ 14,300	\$ 15,600	\$ 14,950
Contract Cost	\$ 39,650	\$ 54,600	\$ 44,200

Subject: ELECTRICAL MAINTENANCE & EMERGENCY REPAIR SERVICES

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 DEPARTMENT OF TRANSPORTATION DISTRICT 5		1.2 State Agency Address 16 EAST POINT DRIVE, BEDFORD, NH 03110	
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 See Exhibit B, paragraph 5	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency Richard C. Radwanski		1.10 State Agency Telephone Number 603-666-3336	
1.11 Contractor Signature <i>Gary A. Sobolewski</i>		1.12 Name and Title of Contractor Signatory Gary A. Sobolewski, Reg. VP - NH/VT/ME	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/15/2013</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] <i>Rebecca Ricketts</i>		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 Ricketts, Administrative Assistant			
1.14 State Agency Signature <i>William P. Scudell</i>		1.15 Name and Title of State Agency Signatory William P. Scudell, Director of OPS	
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: <i>John J. Conforti</i> On: <u>3/28/13</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.

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

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. Provide all labor, materials and equipment to perform maintenance and emergency repairs to the electrical systems at each of the twenty (20) maintenance facilities, 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 effected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. DEPARTMENT must approve CONTRACTOR'S repair estimate before CONTRACTOR begins work.
2. The CONTRACTOR shall meet with the Bureau of Highway Maintenance, District 5 Maintenance Mechanic Foreman or designee for repairs, alterations and new installations to the electrical systems at each of the twenty (20) maintenance facilities, as directed by the DEPARTMENT. DEPARTMENT must approve CONTRACTOR'S repair estimate before 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 a fixed percentage of the published manufacturer's price list. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 5
16 East Point Drive
Bedford, NH 033110

4. 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 District 5 Engineer, or designee, Bureau of Highway Maintenance District 5. Examples of valid reasons are:
 - a. Part 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.

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

- 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.
5. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.
6. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, ends on June 30, 2014, and is subject to Governor and Council approval. No work shall be performed prior to Governor and Council approval of the contract (as per Form P-37, Paragraph 3.2).
7. Provided the DEPARTMENT and the CONTRACTOR mutually agree, this service and contract agreement may be renewed with no change in the terms of the agreement for no longer than two (2) years, subject to Governor and Council approval.

EXHIBIT B - CONTRACT PAYMENTS

1. 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 of Forty-five Dollars and No Cents (\$45.00) per hour.
2. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of Fifteen Percent (15%)
3. The total contract price shall not exceed Forty Thousand Dollars and no cents (\$40,000.00).
4. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
5. The Department shall make payments out of the following account numbers:

04-096-096-960515-2073-048 Contract Maintenance Buildings and Grounds Project No. 25306
04-096-096-960515-3048-048 Contract Maintenance Buildings and Grounds Project No. 25291

EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions.

EXHIBIT D
BUREAU OF HIGHWAY MAINTENANCE DISTRICT 5
TWENTY (20) FACILITIES

Patrol Section	Street Address	Town	Physical Location	Site Telephone
501	186 Route 103 West	Warner	Route 103, approx 1/2 mile west of I-89 Exit 9	456-2240
503	16 Deermeadow Road	Chichester	Deermeadow Road, approx 3/10 mile west of Route 28	798-5652
504	60 Main Street	Henniker	Old Concord Road (Old Route 9)	428-7785
505	670 Route 3A	Bow	Route 3A, approx 1 3/4 mile north of the Hooksett / Bow Town Line	224-0793
506	249 Pinewood Road	Allenstown	Route 28, north of the north junction of River Road	485-5050
507	93 Church Street	Goffstown	Route 114, just north of Village	497-2471
508	2 Peters Brook Drive	Hooksett	Off Route 3 near the General Electric Plant	624-1441
509	376 Old Candia Road	Candia	Route 101 Exit 3, left at stop sign, left at end of island	483-8811
510	33 Buxton Road	Milford	Buxton Road, off of Route 13	673-3550
511	6 East Point Drive	Bedford		669-5419
512	469 Mammoth Road	Londonderry	Route 128, just south of its junction with Route 28	432-5976
513	825 Raymond Road	Chester	Route 102, 3.6 miles west of Route 101 Exit 5	895-3100
514	54 Shadow Lake Road	Salem	Route 111, approx 1/2 mile east of the junction with Route 28	898-9086
515	224 Depot Road	Hollis	Hollis Depot Road, approx 1 mile north of Route 111	465-2567
516	4 West Road	Londonderry	West Road, at the Londonderry / Hudson Town Line	434-3103
525	123 West Road	Canterbury	West Road, 1,000' east of I-93	783-4326
526	35 Warner Road	Warner	Warner Road, approx 1,000' east of Route 103, near Exit 7	746-4223
527		Manchester	Route 101 eastbound, 2,000' west of Route 28 Bypass	622-1651
528	59 Kendall Pond Road	Derry	1/2 mile west of the Derry Landfill	432-7921
District 05 Office	16 East Point Drive	Bedford		485-9526

Bid for Electrical Services Contract					
NHDOT Bureau of Highway Maintenance District 5					
Bid Opening 03/07/2013					
	District 5 Engineering Estimate	Harry-O Electrical Corp	Low Bidder Interstate Electrical Services Corporation		
Emergency Repair Service					
Hourly Labor Rate	\$ 39.00	\$ 60.00	\$ 45.00		
Estimated Hours During Contract Period	650	650	650		
Contract Cost of Emergency Repairs	\$ 25,350	\$ 39,000	\$ 29,250		
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Estimated Cost (before markup) During Contract Period	\$ 13,000	\$ 13,000	\$ 13,000		
Contract Cost of Supply Parts	\$ 14,300	\$ 15,600	\$ 14,950		
Contract Cost	\$ 39,650	\$ 54,600	\$ 44,200		



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.

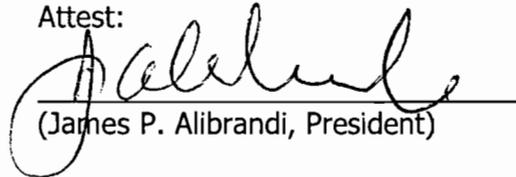
DULY VOTED:

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 15, 2013 and that James P. Alibrandi is President, of this Corporation.

Date: March 15, 2013

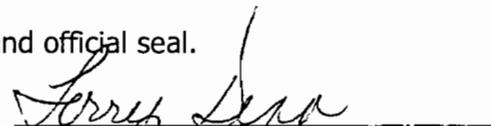
Attest:


(James P. Alibrandi, President)

State of: Massachusetts
County of: Middlesex

On this the 15th day of March 2013 before me, the undersigned Notary Public, Terry Denn, 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: Terry Denn
My Commission Expires: 4/1/16

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 18th day of March, A.D. 2013

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

William M. Gardner
Secretary of State

