



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Maintenance
July 28, 2020

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 based on a single hourly rate bid with Yates Electric Service Inc. (VC#155239) Durham, NH in the amount of \$150,000.00 for Electrical Inspection, Maintenance, Repairs and Systems Upgrades for the Sarah Long Bridge, Memorial Bridge, Hampton River Bridge and Wentworth House Bridge, the I-95 High Level Bridge and Various Bridges and Bridge Maintenance Facilities statewide effective upon Governor and Council approval through June 30, 2023. 68% Highway Funds and 32% Other Funds.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

| | <u>FY 2021</u> | <u>FY 2022</u> | <u>FY 2023</u> |
|--|----------------|----------------|----------------|
| 04-096-096-960515-5034 Lift Bridge Operations | | | |
| 024-500225 Contract Repairs; Machin-Equip | \$50,000.00 | \$50,000.00 | \$50,000.00 |

EXPLANATION

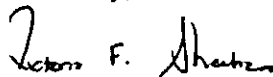
This contract is necessary for the electrical inspection, maintenance, repairs, and systems upgrades for bridges statewide. The majority of the work in this contract occurs at the four lift bridges, which are required by Federal law to lift on demand for marine traffic. Failure to raise the bridges expeditiously can result in Coast Guard penalties of up to \$25,000 per day. The primary feature of the contract is the ability to respond quickly to the lift bridges when breakdowns occur.

The Department advertised the work on the Department of Administrative Services' web page on June 25, 2020. One sealed bid was opened on July 14, 2020. The Bid was evaluated by two reviewers independently on price and qualifications. Yates Electric Service Inc. has the qualifications and has the highly specialized technical expertise to efficiently respond to emergency repairs on these complex computerized, electro-mechanical systems that operate our movable bridges.

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 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 "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

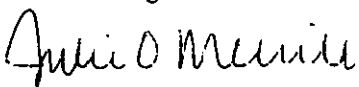
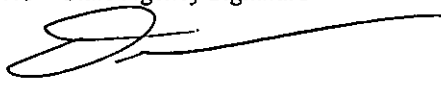
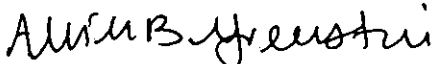
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|--|
| 1.1 State Agency Name NH DEPT OF TRANSPORTATION BRIDGE MAINTENANCE | | 1.2 State Agency Address 7 HAZEN DRIVE, PO Box 483 CONCORD, NH 03302 | |
| 1.3 Contractor Name Yates Electric Service, Inc. | | 1.4 Contractor Address 88A Dover Road Durham, NH 03824 | |
| 1.5 Contractor Phone Number 603-868-8295 | 1.6 Account Number 64-96-96-960515- 5034 | 1.7 Completion Date JUNE 30, 2023 | 1.8 Price Limitation \$150,000 |
| 1.9 Contracting Officer for State Agency STEVE W JOHNSON | | 1.10 State Agency Telephone Number 603-271-3667 | |
| 1.11 Contractor Signature  Date: 7/23/20 | | 1.12 Name and Title of Contractor Signatory Julie O Merrill , President | |
| 1.13 State Agency Signature  Date: 7/23/20 | | 1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/28/2020 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
Date 7/23/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT "A" – SPECIAL PROVISIONS

1. Upon agreement of both parties' additional equipment and/or other facilities belonging to the Department of Transportation may be added to the contract.
2. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate the contract.
3. Bidders need to have senior employees with a minimum 15 years relevant lift bridge related work experience and need to provide references for that work.
4. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and work at extreme heights.
5. Work requires an understanding and ability to comply with of United States Coast Guard requirements.
6. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Except for critical deficiencies, the work shall occur during normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless otherwise approved by the Department.
7. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.
8. The contractor shall conduct his work activities in a safe manner so as to protect Bureau of Bridge Maintenance personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property. In certain instances, additional safety measures may be required due to the unique characteristics of lift bridges.
9. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages

Exhibit A 1 of 2

Contractor's Initials *SM*
Date *7/23/20*

against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

EXHIBIT "B" – SCOPE OF SERVICES

GENERAL DESCRIPTION

The proposed work includes annual inspections, maintenance, repairs, and system upgrades to electrical lighting, power, and control systems for the Sarah Mildred Long Bridge, the Memorial Bridge, the Hampton River Bridge, the Wentworth House Bridge, the I-95 High Level Bridge, and Various Bridges and Bridge Maintenance facilities statewide.

The contractor shall be available to perform emergency repairs (critical deficiencies) on a 24-hour, 7-day a week basis, as ordered by the New Hampshire Department of Transportation.

- A. Upon notification of a critical deficiency, the contractor will respond to the effected site within (4) four hours and complete the repairs within (48) forty-eight hours of notification.

- B. Should the contractor be unable to complete the critical repair within the 48-hour time period, the contractor must request/notify, in writing, the Administrator of Bureau of Bridge Maintenance, New Hampshire Department of Transportation. Examples of valid reasons are:
 - 1. Parts unavailable with explanation why.
 - 2. Repair is ongoing and require additional time to complete.
 - 3. Parts exceed \$2000.00 and appropriate Department of Transportation personnel were unavailable to authorize.

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

- 1. Specified time period until repair can be completed.
- 2. Devices affected and how it affects overall bridge system.
- 3. Reasons for delay of repair.
- 4. And any other information to justify the request for non-compliance of the 48-hour provision.

Parts necessary for repairs that do not exceed \$2000.00 per Bridge are authorized without written approval. Parts necessary for repair that exceed \$2000.00 per repair require written approval from the Administrator of the Bureau of Bridge Maintenance, New Hampshire Department of Transportation.

The contractor shall obtain any materials or equipment required and furnish qualified workers to execute said approved work in a complete and professional like manner, observing any and all rules of power companies furnishing electric service and any and all rules of the Board of Underwriters, as may apply. The contractor is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

A more detailed scope of services for each bridge is shown below:

Exhibit B 1 of 4

Contractor's Initials SM
Date 7/23/20

I-95 HIGH LEVEL BRIDGE - SCOPE OF SERVICES

1. Perform annual inspection, maintenance and repair of the complete electrical lighting, and power systems for the entire Interstate Route 95 - Piscataqua River Bridge from the Portsmouth, New Hampshire abutment to the Kittery, Maine abutment.

Results of the above inspections and recommendations pertaining thereto shall be forwarded, **in writing**, within ten (10) days to the New Hampshire Department of Transportation, Bureau of Bridge Maintenance, Seven Hazen Drive, P.O. Box 483, Concord, NH 03302-0483; and to the Bridge Maintenance Engineer, Maine Department of Transportation, State House, Augusta, MA 04333.

2. Perform promptly any maintenance work to the electrical system cited above, including the replacement of defective equipment, burned out aerial beacons and navigational lights upon authorization of the New Hampshire Department of Transportation.
3. Perform promptly any changes or new electrical work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

SARAH M. LONG BRIDGE - SCOPE OF SERVICES

1. Perform annual inspection, maintenance and repair of the electrical lighting, power and control systems of the Sarah Mildred Long Bridge from the Portsmouth, New Hampshire abutment to the Kittery, Maine abutment. Control systems include but are not necessarily limited to including Position Encoders, Proximity Switches and Limit Switches. (PLC Inspection and Maintenance will be performed by others).

Results of the above inspections and recommendations pertaining thereto shall be forwarded, **in writing**, within ten (10) days to the New Hampshire Department of Transportation, Bureau of Bridge Maintenance, Seven Hazen Drive, P.O. Box 483, Concord, NH 03302-0483; and to the Bridge Maintenance Engineer, Maine Department of Transportation, State House, Augusta, MA 04333.

2. Perform promptly any maintenance work to the electrical system cited above, including the replacement of defective equipment, burned out aerial beacons and navigational lights upon authorization of the New Hampshire Department of Transportation.
3. Perform promptly any changes or new electrical work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

Exhibit B 2 of 4

Contractor's Initials jm
Date 7/23/20

MEMORIAL BRIDGE - SCOPE OF SERVICES

1. Perform annual inspection, maintenance and repair of the complete electrical lighting, power and control systems of the Memorial Bridge from the Portsmouth, New Hampshire abutment to the Kittery, Maine abutment including Position Encoders, Proximity Switches and Limit Switches. (PLC Inspection and Maintenance will be performed by others).

Results of the above inspections and recommendations pertaining thereto shall be forwarded, **in writing**, within ten (10) days to the New Hampshire Department of Transportation, Bureau of Bridge Maintenance, Seven Hazen Drive, P.O. Box 483, Concord, NH 03302-0483; and to the Bridge Maintenance Engineer, Maine Department of Transportation, State House, Augusta, MA 04333.

2. Perform promptly any maintenance work to the electrical system cited above, including the replacement of defective equipment, burned out aerial beacons and navigational lights upon authorization of the New Hampshire Department of Transportation.
3. Perform promptly any changes or new electrical work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

HAMPTON RIVER BRIDGE - SCOPE OF SERVICES

1. Perform annual inspection, maintenance and repair of the complete electrical lighting, power and control systems of the Hampton River Bridge from abutment to abutment. Control systems include but are not necessarily limited to

A. Panel based relay control system and position/limit switches.

Results of the above inspections and recommendations pertaining thereto shall be forwarded, **in writing**, within ten (10) days to the New Hampshire Department of Transportation, Bureau of Bridge Maintenance, Seven Hazen Drive, P.O. Box 483, Concord, NH 03302-0483.

2. Perform promptly any maintenance work to the electrical system cited above, including the replacement of defective equipment, and navigational lights upon authorization of the New Hampshire Department of Transportation.
3. Perform promptly any changes or new electrical work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

WENTWORTH HOUSE BRIDGE - SCOPE OF SERVICES

1. Perform annual inspection, maintenance and repair of the complete electrical lighting, power and control systems of the Wentworth House Bridge from abutment to abutment. Control systems include but are not necessarily limited to

B. Panel based relay control system and position/limit switches.

Results of the above inspections and recommendations pertaining thereto shall be forwarded, **in writing**, within ten (10) days to the New Hampshire Department of Transportation, Bureau of Bridge Maintenance, Seven Hazen Drive, P.O. Box 483, Concord, NH 03302-0483.

2. Perform promptly any maintenance work to the electrical system cited above, including the replacement of defective equipment, and navigational lights upon authorization of the New Hampshire Department of Transportation.
3. Perform promptly any changes or new electrical work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

VARIOUS BRIDGES AND BRIDGE MAINTENANCE FACILITIES - STATEWIDE

1. Perform promptly any maintenance work to the electrical lighting systems on various bridges statewide upon authorization of the New Hampshire Department of Transportation.
2. Perform promptly any maintenance or new electrical work at various bridge maintenance facilities statewide upon authorization of the New Hampshire Department of Transportation.

EXHIBIT "C" – COMPENSATION

COMPENSATION

In full compensation for the work performed under this agreement, the contractor shall be reimbursed as follows:

1. Labor will be reimbursed based on the hours worked on-site at the standard hourly rates charged by the contractor for similar work for each employee, subject to the Maximum Hourly Rates attached. The rate shall be a total rate including health and welfare benefits, taxes, insurances, retirement, union benefits, overhead, and profit. Only itemized invoices showing each employee who worked with hour details will be paid.

Work outside regular hours on "Critical Deficiencies" will be reimbursed at a maximum of 1-1/2 times the standard hourly rate (this includes, nights weekends, and holidays). Work on items other than critical deficiencies outside regular hours will be reimbursed at standard hourly rates unless the contractor is specifically requested to work outside regular hours.

2. Travel to locations will be reimbursed at labor hourly rates above plus mileage using the applicable the IRS standard mileage rate.
3. Materials: Materials will be paid for at actual cost, including transportation charges paid, to which 15 percent will be added. Only itemized invoices showing a breakdown for parts and costs will be paid.
4. Equipment: Actual hours of equipment used at rates established in the latest edition of the "Rental Rate Blue Book for Construction Equipment" published by Dataquest, Inc.
5. Subcontractor: Work done by subcontractors enlisted by the party of the second part and approved by the OWNER will be reimbursed at the subcontractor invoice cost plus a 10% markup.

ESCALATION

The CONTRACTOR may request to increases to the Maximum Hourly Rates to the account for inflation on an annual basis for the life of the contract. The CONTRACTOR's request for revision of the maximum hourly rate shall be submitted at least 3 months prior to the effective date of the changes and the effective date of the change shall not be sooner than one year from the approval of this contract by the G&C. This agreement may be terminated at the end of the 3-month period if an agreement on an increase to the Maximum Hourly Rates cannot be reached.

TIME AND METHOD OF PAYMENT

Payment will be made within thirty (30) days from the date of receipt of invoice. Invoices shall be rendered as work is completed, or monthly.

The maximum contract amount is \$150,000 (\$50,000 per fiscal year). Exact contract amount cannot be determined but will be based on the actual contract usage.

MAXIMUM HOURLY RATE SHEET

FOR REGULAR DAYSHIFT HOURS

All other hours will be charged at 1-1/2 times this rate

| | | | | |
|-------------------|----------------|-----------------------|---|--------------------|
| General Foreman | <u>\$95.00</u> | per hour x 24* hours | = | <u>\$2,280.00</u> |
| Foreman | <u>\$89.00</u> | per hour x 24* hours | = | <u>\$2,136.00</u> |
| Journeyman | <u>\$80.00</u> | per hour x 200* hours | = | <u>\$16,000.00</u> |
| Licensed 5th Year | <u>\$72.00</u> | per hour x 100* hours | = | <u>\$7,200.00</u> |
| 5th Year | <u>\$70.00</u> | per hour x 48* hours | = | <u>\$3,360.00</u> |
| 4th Year | <u>\$67.00</u> | per hour x 48* hours | = | <u>\$3,216.00</u> |
| 3rd Year | <u>\$62.00</u> | per hour x 24* hours | = | <u>\$1,488.00</u> |
| 2nd Year | <u>\$57.00</u> | per hour x 24* hours | = | <u>\$1,368.00</u> |
| | | Total | | \$37,048.00 |

*(*hours are estimated for bid basis only, actual hours will be invoiced)*

END EXHIBIT C

Exhibit C 2 of 2

Contractor's Initials

Date

Qm
7/23/20

88A Dover Road
Durham, NH 03824



Tel (603) 868-8295
Fax (603) 868-7900

CORPORATE RESOLUTION

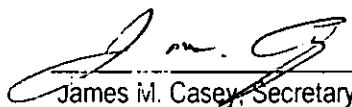
I, James M. Casey, hereby certify that I am duly elected Secretary of Yates Electric Service, Inc.

I hereby certify that 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 April 4, 2020 at 9:00 a.m. at which a quorum of the Board was present and voting:

VOTED: That Julie O Merrill, President of Yates Electric Service, Inc., is authorized to enter into contracts with the State of New Hampshire DOT for any contracts, which she, in her sole discretion, may deem to be in the best interest of the Corporation.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 23, 2020, the date the contract was signed.

Attest:


James M. Casey, Secretary

Date: 7-23-20

State of New Hampshire

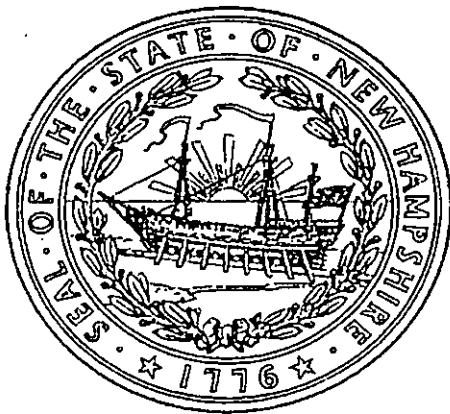
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YATES ELECTRIC SERVICE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 16, 1979. 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: 23600

Certificate Number: 0004963887



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Inspection, Testing, Service, and Repair of Electrical Systems
 NHDOT Bureau of Bridge Maintenance
 Bid Opening 7/14/2020

Contract is for as-needed, on-call hourly rate services at \$150,000 maximum (\$50,000 per fiscal year)

| Categories | Eidders | | | | | |
|--|--------------------------------|-------------|------|---------|------|---------|
| | Rate | Cost | Rate | Cost | Rate | Cost |
| Price - hourly rates - 60% | | | | | | |
| General Foreman (24 hrs) | \$95 | \$2,280 | | \$0 | | \$0 |
| Foreman (24 hrs) | \$89 | \$2,136 | | \$0 | | \$0 |
| Journeyman (200hrs) | \$80 | \$16,000 | | \$0 | | \$0 |
| Licensed-5th year (100 hrs) | \$72 | \$7,200 | | \$0 | | \$0 |
| 5th year (48 hrs) | \$70 | \$3,360 | | \$0 | | \$0 |
| 4th year (48 hrs) | \$67 | \$3,216 | | \$0 | | \$0 |
| 3rd year (24 hrs) | \$62 | \$1,488 | | \$0 | | \$0 |
| 2nd year (24 hrs) | \$57 | \$1,368 | | \$0 | | \$0 |
| Total | | \$37,048.00 | | \$0.00 | | \$0.00 |
| Total Points 60 pts max) | | 60.0 | | #DIV/0! | | #DIV/0! |
| Qualifications (40 points maximum) | (Average Values - 2 Reviewers) | | | | | |
| Years in business | | 5.0 | | | | |
| Experience - Electrical Components, Moveable Lift Bridges | | 13.5 | | | | |
| Experience - troubleshooting electrical/mechanical systems | | 11.0 | | | | |
| Experience working at heights | | 5.0 | | | | |
| Total Points | | 34.5 | | 0.0 | | 0.0 |
| Overall Score | | | | | | |
| Price+Qualifications | | 94.5 | | 0.0 | | 0.0 |

Price – 60 points max

Points = 60 x (Min Bid price/Firm's Bid price)

Qualifications – 40 points max

- Years in business - 5 points max (> 15 years - 5 points, 10-15 years - 4 points, 3-10 years - 2 points, less than 2 years, 1 point)
- Experience - Electrical Components, Moveable Lift Bridges – 15 points max (Excellent 10-15 points, Good 5-10 points, Fair/Poor 0-5 points)
- Experience - troubleshooting electrical/mechanical systems - 15 points max (Excellent 10-15 points, Good 5-10 points, Fair/Poor 0-5 points)
- Experience working at heights - 5 points max (Excellent 4-5 points, Good 3 points, Fair/Poor 0-2 points)

Qualifications will be ranked relatively between firms based on the information provided with the bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2020

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: Susan Gilman PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: sgilman@rowleyagency.com | FAX (A/C, No): (603) 224 0012 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Yates Electric Service, Inc. 88A Dover Road Durham NH 03824-3318 | INSURER A: Citizens Insurance Co. NAIC # 31534 | |
| | INSURER B: Allmerica Financial Benefits 41840 | |
| | INSURER C: Hanover Insurance Company | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 20-21 all lines/\$5M umb 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 | ADDD INSD | SUBR YVVD | 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 checked="" type="checkbox"/> PRO-IFCT <input checked="" type="checkbox"/> LOC OTHER: | | | ZBVH217840-00 | 4/1/2020 | 4/1/2021 | 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 - COMPIOPAGG \$ 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 | | | AWVH217839-00 | 4/1/2020 | 4/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ U \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <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 \$ 0 | | | UHVH217841-00 | 4/1/2020 | 4/1/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Completed Ops Agg \$ 5,000,000 |
| A | 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 | 3A States: NH, ME xcl officer: William Yates MBVH217838-00 | 4/1/2020 | 4/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Leased/Rented Equipment | | | ZBVH217840-00 | 4/1/2020 | 4/1/2021 | limit 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Maintenance and Repair of Electrical, Lighting and Power Control Systems for the NH DOT, Bureau of Bridge Maintenance. State of NH, DOT is an additional insured as respects general liability, auto liability and umbrella if required by written contract with named insured.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Transportation
 PO Box 483
 Concord, NH 03302

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
 Susan Gilman/CHH *Susan Gilman*

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