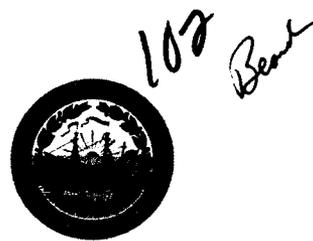




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Turnpikes
April 24, 2014

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 Pelmac Industries, Inc., Auburn, NH (Vendor # 156279) on the basis of a low bid in the amount of \$20,880.00 for intercom communication systems services for toll facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council Approval, no earlier than July 1, 2014 through June 30, 2016. 100% Turnpike Funds.

Funding is available as follows for FY 2015 and is contingent upon the availability and continued appropriation of funds for FY 2016.

Table with 3 columns: Description, FY 2015, FY 2016. Rows include Central Turnpike Operations, Blue Star Turnpike Operations, Spaulding Turnpike Operations, and a Total row.

EXPLANATION

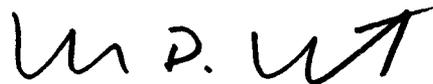
The NH Turnpike System has intercom communication systems at the toll plaza buildings that periodically require maintenance. The intercom system is very critical to the safety of our employees or for normal operations in communicating to the toll plaza building with the shift supervisor while in the booth or tunnel. There have been several instances where the intercom assisted an employee who has fallen in the tunnel or allowed the shift supervisor to quickly notify State Police of an incident in the lanes between an employee and customer.

The Department advertised for bids in the Manchester Union Leader on March 12, 13 and 14, 2014 and on the Bureau of Turnpikes' website from March 12 through March 27, 2014. Invitations to bid were also sent to four bidders who had previously submitted bids. Four sealed bids were received and publicly opened on March 27, 2014 (bid results attached). Pelmac Industries, Inc. of Auburn NH and Interstate Electrical Services Corporation of Bedford NH both submitted identically low bids. On April 1, 2014, representatives from both companies were present for a drawing of lots in accordance with Administrative Rule Adm 606.01(f) Bidder Selection or Recommendation Procedure. Pelmac Industries, Inc name was drawn and was awarded the contract to provide the intercom services as required in our proposal. The contract will begin subsequent to approval by the Governor and Council, no earlier than July 1, 2014 and end June 30, 2016. The contract is for a total of \$20,880.00. The hourly rate and material markups are in keeping with costs experienced in the past.

This 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 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 contract is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", with a stylized flourish at the end.

Christopher D. Clement, Sr.  
Commissioner

Attachments

**INTERCOM SERVICES CONTRACT  
 BID RESULTS  
 March 27, 2014**

	<b>Pelmac Industries Inc. Name Drawn on April 1, 2014</b>	<b>Interstate Electrical Services Corporation</b>	<b>Arcomm Communications Corporation</b>	<b>Telnet Dynamics International Inc.</b>
Emergency Repair Service				
Hourly Labor Rate	\$60.00	\$60.00	\$68.00	\$105.00
Contract Estimate based on 136 hours	\$8,160.00	\$8,160.00	\$9,248.00	\$14,280.00
Supply Repair Parts				
Percent Markup	20%	20%	20%	20%
Contract Estimate based on \$10,600.00 dealer costs	\$12,720.00	\$12,720.00	\$12,720.00	\$12,720.00
Total Cost of Contract	\$20,880.00	\$20,880.00	\$21,968.00	\$27,000.00



Subject: INTERCOM SYSTEM REPAIR SERVICES - BUREAU OF TURNPIKES

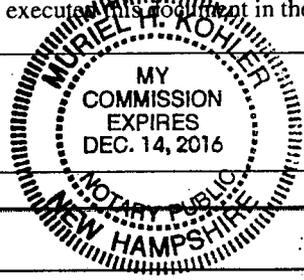
AGREEMENT

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		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Pelmac Industries, Inc.		1.4 Contractor Address 12 Commercial Court, Auburn NH 03032	
1.5 Contractor Phone Number 603-623-5916	1.6 Account Number See Exhibit B, Paragraph 6	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$20,880.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature <i>Michael Falben</i>		1.12 Name and Title of Contractor Signatory <i>Michael Falben, President</i>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>4/7/14</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 agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Muriel H. Kohler</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Muriel H. Kohler, Notary</i>			
1.14 State Agency Signature <i>William Janelle</i>		1.15 Name and Title of State Agency Signatory <i>William Janelle, Director of OPS</i>	
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>[Signature]</i> On: <i>5/9/14</i>			
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

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Perform repairs to the intercom communication systems and related equipment including wire and communication cable at each of the ten (10) toll facilities as directed by the DEPARTMENT. See the attached equipment list (Exhibit D).
2. The CONTRACTOR shall make service available twenty-four (24) hours per day seven (7) days per week, including holidays. Normal system maintenance shall occur on Monday through Friday between 8:00 AM and 4:00 PM.
3. The CONTRACTOR shall, in performing the maintenance services as described herein, utilize technicians skilled in the service of the described systems. The CONTRACTOR shall have a sufficient number of trained technicians so that all service calls are answered promptly.
4. Upon notification of a deficiency, the CONTRACTOR will respond to the effected site within forty-eight (48) hours and complete the repairs within four (4) working days of notification, unless otherwise directed.
5. All work specified in Nos. 1 through 4 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 will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
  - (a) Date work was done.
  - (b) Brief description of work done.
  - (c) Hourly rate charged and materials.
  - (d) Location of work.
6. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. The DEPARTMENT will make payment through the normal state payment process, which is up to thirty (30) days following an approved invoice.
7. Invoices shall be sent to:

State of New Hampshire  
Department of Transportation  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, N.H. 03302-2950

8. Should the CONTRACTOR be unable to complete the repair within the 4-day time period, the CONTRACTOR must request an extension of time, in writing, to the contact person (or designee) on Paragraph A above. Examples of valid reasons are:
  - a) Parts unavailable with explanation why.
  - b) Repair is ongoing and requires additional time to complete.
  - c) Parts and Labor exceed \$750.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.
  
9. 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 or 4-day provisions.
  
10. The CONTRACTOR shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the CONTRACTOR's cost throughout the duration of the contract. The CONTRACTOR shall provide only replacement parts that are new and have the same quality and brand name that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau of Turnpikes.
  
11. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.
  
12. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
  
13. The CONTRACTOR shall provide employee picture identification badges identifying the company name and each employee servicing the DEPARTMENT account. All contract employees while servicing the DEPARTMENT shall wear the identification badge.
  
14. The CONTRACTOR shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the DEPARTMENT's supervising employee signature thereon.
  
15. The DEPARTMENT shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the CONTRACTOR of any malfunction in the system(s), which comes to the DEPARTMENT's attention.

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA and all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The DEPARTMENT operates under an Environmental Management System. Our policy states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment.

C. WARRANTIES

1. The Contractor shall guarantee the quality of his workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

D. OTHER:

1. The Sub-Contractors hourly rates will be the same as the CONTRACTOR and at a lower price the cost savings must be rebated to the DEPARTMENT. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT.
2. This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council, but no earlier than July 1, 2014, and shall end on June 30, 2016.

## EXHIBIT B – CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide priority response for intercom communication and related equipment deficiencies inclusive of labor, overhead, and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of Sixty Dollars and No Cents per hour (\$60.00 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 Twenty Percent (20%).
3. 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.
4. The total contract price shall not exceed Twenty Thousand, Eight Hundred Eighty Dollars and No Cents (\$20,880.00).
5. 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.
6. The Department shall make payments out of the following account numbers:

04-96-96-961017-7026-048-500226	Central Operations Contractual Maintenance
04-96-96-961017-7031-048-500226	Blue Star Operations Contractual Maintenance
04-96-96-961017-7036-048-500226	Spaulding Operations Contractual Maintenance

## EXHIBIT C - SPECIAL PROVISIONS

### 1. Termination of Contract for Convenience

The STATE reserves the right to terminate the work required of the CONTRACTOR by this contract at its convenience, and without cause, by written notice thereof provided to the CONTRACTOR. In the event of a termination of this contract for the STATE'S convenience, and without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for the full cost of its services for the work completed prior to the date of written notice of termination.

**EXHIBIT D**  
**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**  
**BUREAU OF TURNPIKES**  
**TOLL PLAZA INTERCOM COMMUNICATION SYSTEM INVENTORY**  
 (Page 1 of 2)

**Hooksett Main Toll Plaza--Telcore Model MCC-6**

Base	2	Office-1, Cash Room-1
Stations	19	Toll Lanes-13, Elevator-1, Front Door-1, Tunnel-4

**Hooksett Ramp Plaza--Ramp is Tied in to Hooksett Main Toll Plaza System**

Base	0	
Stations	4	Toll Lanes-2, Admin Building-1, Tunnel-1

**Bedford Toll Plaza--iPhone 20 call console master**

Base	2	Office-1, Cash Room-1
Stations	15	Toll Lanes-12, Front Door-1, Tunnel-2

**Bedford Road Toll Plaza Exit 12--iPhone 10 call all-call master**

Base	2	Office-1, Cash Room-1
Stations	7	Lanes-6, Front Door North Administration Bldg.-1

**Merrimack Toll Plaza Exit 11--iPhone 10 call all-call master**

Base	1	Office-1
Stations	8	Toll Lanes-6, Front Door-1, Tunnel-1

**Merrimack Industrial Toll Plaza Ex 10--iPhone 20 call console master**

Base	1	Office-1
Stations	13	Lanes-8, Tunnel-2, Kitchen-1, Cash Room-1, Front Door-1

*MP*  
 4/2/14

**EXHIBIT D**  
**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**  
**BUREAU OF TURNPIKES**  
**TOLL PLAZA INTERCOM COMMUNICATION SYSTEM INVENTORY**  
 (Page 2 of 2)

**Hampton Toll Plaza--Telcore Model MCC-6**

Base	2	Office-1, Cash Room-1
Stations	17	Toll Lanes-12, Front Door-1, Tunnel-4
Loud Speakers	Lanes-2	

**Hampton Side Toll Plaza--iPhone 10 call all-call master**

Base	2	Office-1, Cash Room-1
Stations	9	Lanes-7, Front Door-1, Tunnel-1

**Dover Toll Plaza--iPhone 10 call all-call master**

Base	2	Office-1, Cash Room-1
Stations	8	Lanes-7, Front Door-1

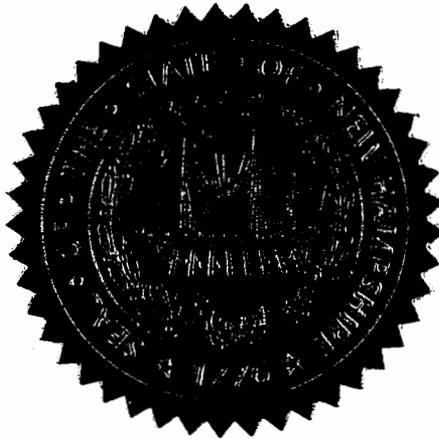
**Rochester Toll Plaza--iPhone 10 call all-call master**

Base	2	Office-1, Cash Room-1
Stations	7	Lanes-6, Front Door-1

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 PELMAC INDUSTRIES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 25, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Corporation with Notary Seal)

I, Michelle Pellerin, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of assult Pelmac Industries, Inc.  
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 7/21/14.  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Intucom services.

RESOLVED: That the Michael Pellerin  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

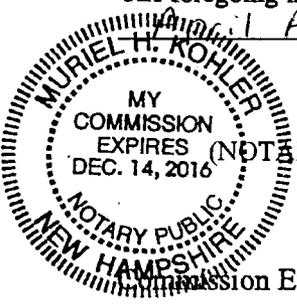
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 7/17/14.  
(Date Contract Signed)

4. Michael Pellerin (is/are) the duly elected President  
(Name of Contact Signatory) (Title of Contract Signatory)  
of the Corporation.

Michelle Pellerin  
(Signature of the Clerk of the Corporation)

STATE OF New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledged before me this 7-21-2014 day of April, 2014, by Michelle Pellerin  
(Name of person signing above, Clerk of the Corporation)



Muriel H. Kohler  
Notary Public / Justice of the Peace

Commission Expires: December 14, 2016

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 Berrian Insurance Group, Inc. 10375 Park Meadows Drive Suite 220 Littleton, CO 80124	CONTACT NAME: <b>Brian Zilverberg</b>	
	PHONE (A/C, No, Ext): <b>303.795.5831</b> FAX (A/C, No): <b>303.795.5833</b> E-MAIL ADDRESS:	
INSURED <b>Pelmac Industries, Inc.</b> 12 Commercial Ct. Auburn, NH 03032	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Philadelphia Insurance Co.</b>	23850
	INSURER B: <b>AmGuard Insurance Co.</b>	42390
	INSURER C: <b>The Travelers Indemnity Co.</b>	25658
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER: 14-15      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	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK1108949	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Errors & Omissions					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB442994	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	PEWC553929	05/03/2014	05/03/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Commercial Crime - Employee Theft of Client Property		105518485	10/29/2013	10/29/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						2,000,000

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

State of New Hampshire, Department of Transportation is included as additional insured.

CERTIFICATE HOLDER  State of New Hampshire Department of Transportation P.O. Box 2950 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  Joel Berrian