



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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JEFF BRILLHART, P.E.
ACTING COMMISSIONER

Bureau of TSMO
February 27, 2015

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 Green Mountain Communications Inc., Pembroke, NH, (Vendor # 157828) on the basis of single bid in the amount of \$177,610.00 for purpose of providing Statewide intelligent transportation systems field-device repairs, from the date of Governor and Council approval through June 30, 2016. 30% Highway Funds, 26% Intra-Agency Transfers, 1% Agency Income, 43% Turnpike.

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

Table with 3 columns: Description, FY2015, FY2016. Rows include Transportation Management Center Contract Repairs; Machine-Equip (\$50,225.00) and Renewal & Replacement Sign Hardware (\$77,160.00).

EXPLANATION

The Department of Transportation operates a Statewide Intelligent Transportation System (ITS) used to gather and disseminate information about road and weather conditions to the public and other State agencies. This statewide ITS system is operated and managed from the Transportation Management Center located within the Incident Planning and Operations Center in Concord.

A variety of ITS field devices ranging from closed circuit television (CCTV), roadway weather information system (RWIS) stations, dynamic message signs (DMS), and variable speed limit signs (VSL), as well as the microwave radio system used to communicate with the field devices is used gather and disseminate information about current travel conditions.

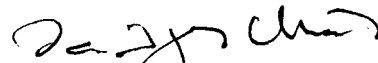
All the field devices have been in continuous duty service for varying amounts of time and were originally placed into service through various road construction projects. All devices were originally covered by a limited time maintenance and warranty agreement for repair services, but this service has expired on many of the devices. This contract is established to provide repairs to all non-warranty devices, as needed, at contract prices bid. The Bureau of Turnpike's Renewal and Replacement funding is provided to convert portable dynamic message signs onto permanent foundations and to provide more reliable communication and power services in Rochester and Concord.

Bid requests were mailed to two businesses and a bid invitation was advertised in the Manchester Union Leader January 18, 2015. Green Mountain Communications Inc., of Pembroke was the sole bidder. Attached is a copy of the bid tabulation. The Department is satisfied that the bid prices are reasonable and that Green Mountain Communications Inc., capable of performing the required work.

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,



David J. Brillhart
Acting Commissioner

Attachments

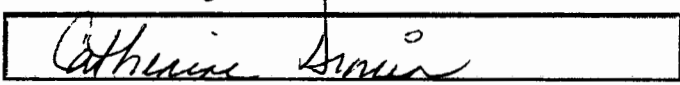
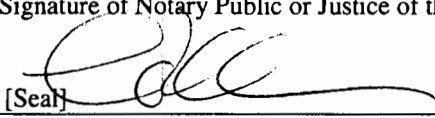
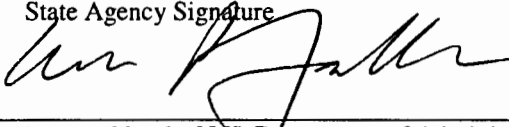
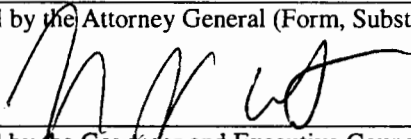
Subject: GMCI - Intelligent Transportation System (ITS) Device Repair Contract

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address PO Box 483, 110 Smokey Bear Blvd, Concord NH 03302-0483	
1.3 Contractor Name Green Mountain Communications, Inc.		1.4 Contractor Address 702 Riverwood Drive, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-717-7117	1.6 Account Number 0A-96-96-961017-7025 04-96-96-960515-3052-024	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$ 177,610.00
1.9 Contracting Officer for State Agency William P. Janelle, Director of Operations		1.10 State Agency Telephone Number 603-271-1697	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Catherine Drouin, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> on <u>February 3, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		LISA ROSE COHEN Notary Public - New Hampshire My Commission Expires December 23, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Lisa Cohen, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William P. Janelle, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3/5/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials 
Date 2/3/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

. 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.

6. 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

Section-1, Scope of Services

The New Hampshire Department of Transportation (NHDOT) owns, operates and maintains an extensive infrastructure of Intelligent Transportation System (ITS) devices and a private communications network needed to collect data and remotely control devices.

These ITS devices are deployed statewide and include Closed Circuit Television Cameras (CCTV), Dynamic Message Signs (DMS), both trailer-mounted and fixed-location types, variable Speed Limit Signs (VSL), Roadway Weather Information Systems (RWIS).

The Communications network consists of private long-haul microwave radio, private short-haul microwave radio, private fiber optic cable, leased data circuits, leased cellular data service. New Hampshire, Department of Transportation (NHDOT), Division of Operations is requiring a qualified party to repair the designated field devices, subcomponents, structural components and support communications equipment under contract. Contractor shall provide all resources such as, but not limited to, qualified and trained support staff, equipment, tools, transportation, safety equipment, and sub contracted services required to meet the needs of the NHDOT and requirements of the Contract.

NOTE: The term *failed* shall be used to identify devices that no longer function for their intended purpose or operate per original manufacture's specification.

A list of Intelligent transportation system (ITS) devices and locations can be found in **Table-1 of Exhibit-A**. These types and quantities may increase or decrease during the contract period of 1 years. NHDOT is seeking services for all items in the table. A more comprehensive list of device information and communications hubs shall be made available to the successful bidder.

Winter Maintenance: Many of the ITS devices, hubs, and battery cabinets are in locations where snow and ice removal (by hand) after storms may be necessary to gain access to interior of the cabinets. To what extent it can, the Department will assist in keeping the sites clear, but it will remain the responsibility of the contractor to gain access to cabinets under difficult conditions.

1) Contractor shall be required to coordinate self provided highway *shoulder closures* with NHDOT Transportation Management Center (603) 271- 6862 and Contractor shall use self-owned traffic control devices (i.e. signage) in quantities and locations and distances recommended by Manual on Uniform Traffic Control Devices (MUTCD). All contractor vehicles engaged in maintenance of ITS devices on state highways shall be outfitted with working amber strobe lights. Roadside work shall not be scheduled on business days adjacent to or on major holidays when heavy traffic volumes are anticipated.

- 2) Contractor shall coordinate with the respective highway maintenance districts and Turnpikes for ITS maintenance that require full travel lane closure(s). Contractor shall be prepared to work 2nd and or 3rd shift for temporary highway lane closures where day-time traffic volumes make it impractical or less safe to perform the unscheduled maintenance. These locations are typically in the Manchester area or portions of Interstate -93, south of Manchester. Time of day temporary lane closures shall be determined by the applicable NHDOT District / Turnpike Engineer. Contractor shall notify NHDOT. TMC of scheduled travel lane closures (603) 271-6862.
- 3) Travel allowances shall be calculated for person(s) and vehicle(s) only after travel times exceed 2-hours round trip to an ITS or communication device location from contractor's closest company location. At a rate specified in Exhibit-B, Section- 3.
- 4) As requested provide repairs to failed *CCTV camera site* at a cost per hour specified in Exhibit - B, Section - 1, Table-1.
- 5) As requested provide repairs to failed *variable speed limit (VSL)* sign on-site at a cost per hour specified in Exhibit -B, Section-1, Table-1.
- 6) As requested provide component repairs to a failed, *portable dynamic message sign (DMS)* on site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 7) As requested provide structural repairs and replacements to a failed, *portable dynamic message sign (DMS)* site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 8) As requested provide component repairs to failed *fixed-location dynamic message sign (DMS)* on site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 9) As requested provide structural repairs and replacement to failed *fixed-location dynamic message sign (DMS)* site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 10) As requested provide component repairs to failed *roadway weather information systems (RWIS)* on site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 11) As requested provide structural repairs and replacements to failed *roadway weather information systems (RWIS)* site at a cost per hour specified in Exhibit -B, Section- 1, Table-1.
- 12) As requested provide for repairs to failed ITS device communications by installing preconfigured (by NHDOT), spare communications components such as Ethernet radios, cellular data modems, ethernet switches, media converters, terminal servers, at a cost per hour specified in Exhibit -B, Section- 1, Table-1, labeled *Installing Pre-Config' Comm'*
- 13) As requested provide repairs to failed ITS Communication hubs to reestablish commercial or back-up power to hub, and or re-establish communication with either device(s) or ITS microwave back bone at a cost per hour as specified in Exhibit - B Section - 1, Table -1 *labeled ITS Communications Hubs.*
- 14) As requested provide design support for ITS Communication hubs to establish commercial or back-up power to hub, and or re-establish communication with either device(s) or ITS microwave

back bone at a cost per hour as specified in Exhibit – B Section – 1, Table -1 *labeled ITS Communications Design.*

15) As requested provide for locating and marking of buried communications and private electrical cables associated with camera, VSL, fixed location sign, and RWIS at a cost per hour as specified in Exhibit-B Section-1, Table -1 labeled CCTV camera site.

16) As requested provide for repairs to ITS Communication tower, pole, or water tank-mounted ITS microwave antenna systems or Ethernet radio at a *cost per hour, per person*, specified in Exhibit –B, Section- 2, Table-2. It is not anticipated that each of persons listed in Exhibit-B will be necessary for each and every case ITS communications repair, but a predefined rate for each shall be established through this contract. Contractor will be required to identify person needed for such repairs at the time of repair request by NHDOT.

17) All repair services associated with ITS equipment shall comply with the requirements contained herein. Service shall be limited to those that are requested through work requests and those problems conveyed to the Department by the Contractor prior to repair. Repairs shall be in accordance with the ITS system(s) as originally designed, original manufacturer's service and repair instructions, industry best practices and the current National Electric Code, whichever is more stringent.

18) Repairs made to equipment regulated by CFR-47; Part 90 and or Part-101 devices shall be done such a way that the Department is in compliance with applicable and current Federal Communications Commission (FCC) authorizations and the Communications System Design, as engineered, and (currently) installed. Exceptions to this may only be granted by the Department's ITS Engineer or their designee.

19) NHDOT shall issue a work order description and number for each repair, service, subsystem repair, off-site repair, and (contractor designated) replacement part(s) or combination of the aforementioned of each occurrence. Individual parts or a combination of parts with a value of less than \$250.00 do not need to be authorized by new Department work request when already associated with a work request.

20) Invoicing shall be per work order occurrence and shall be limited to one invoice per work order number. Invoice shall not be transmitted until all work, per the written request, is completed. All invoices shall reference NHDOT work order number and shall be mailed to the following address.

NHDOT, Bureau of Transportation Systems Management and Operations (TSMO)

PO Box 483

110 Smokey Bear Boulevard

Concord NH, 03302-0483

21) The Department reserves the right to make additions and or deletions to this Scope of Services, Exhibit-A as required by budgetary restraints, State and or Federal regulation or unrealized requirements. Changes implemented by the Department shall be limited to those that do not require rate increases to contracted rates. Please note that a significant amount of equipment will be added to the scope of services as of December 2013 as indicated by Table -1 and are already estimated for hours to repair.

22) Problems inherent to the NH facilities or problems caused by Contractor shall be communicated to NHDOT, Communications Supervisor, before close of business 16:00 (local) of each business day while work is in progress. Or alternatively at the beginning of the day 08:00 (local) for work that occurred during 2nd and 3rd shift. See contact information.

23) Contractor shall be responsible for securing and disposing of all waste and packing materials generated by work. Reusable containers shall be returned to the Department.

24) Contractor shall be required to make available on timely basis, the company owner or general manager, project manager(s) and accounts receivable personnel for resolution of problems. Contractor shall designate a *service manager* apart from field personnel engaged in field repairs to be the primary contact for requested services and problem resolution.

25) Termination of this agreement may be accomplished by either party. Agreement termination shall be accomplished by written and dated letter and further sent by certified mail to contact information listed in Exhibit-A (below). Termination shall be effective thirty (30) calendar days after date of letter.

Department: Attention TSMO Administrator
NHDOT, Bureau of Transportation Systems Management & Operations (TSMO)
PO BOX 483
Concord, NH 03302-0483

26) In cases where the Contractor terminates the contract agreement, NHDOT may at its own discretion, have the repairs already identified and reported to the contractor at the time of termination completed by a third party at the contractor's expense.

27) In cases where NHDOT terminates this agreement prior to all existing work requests completion, both parties shall determine a mutually agreeable amount compensation at the contracted rates for all work performed by contractor as of the date of termination.

EXHIBIT-B
Section 1- Unscheduled Maintenance Repairs

Sub-system	Cost Per Hr		Est # of Hrs	Subtotal Yearly
CCTV Camera Site	\$120.00	X	40	\$4,800.00
VSL on-site	\$120.00	X	20	\$2,400.00
Portable DMS on-site	\$120.00	X	50	\$6,000.00
Portable DMS Site	\$120.00	X	50	\$6,000.00
Fixed Location DMS on-site	\$120.00	X	50	\$6,000.00
Fixed Location DMS Site	\$120.00	X	50	\$6,000.00
RWIS on-site	\$135.00	X	25	\$3,375.00
RWIS site	\$135.00	X	25	\$3,375.00
Installing Pre-Config' Comm'	\$120.00	X	20	\$2,400.00
ITS Communication Hub	\$120.00	X	20	\$2,400.00
ITS Communications Design	\$150.00	X	70	\$10,500.00
Subtotal cost for all Maintenance Repairs				\$53,250.00

Initials *Go*

TABLE-1

Example	\$2.00	x	8-hours	\$16.00
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EXHIBIT-B

SECTION-2 Tower or Pole Mounted Microwave Antenna Repair

Personnel	Estimated Hours Per Year	Cost per Hour	Total Cost Per Year
Tower Climber	15	\$95.00	\$1,425.00
Ground Crew Member	20	\$95.00	-\$1,900.00
System Technician	20	\$125.00	\$2,500.00
Subtotal for cost for Microwave Antenna System Repairs			\$5,825.00

Initials

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TABLE-2

EXHIBIT-B

Section-3 Associated Maintenance Repair Cost

Travel Rate for Vehicle	Cost per Hour after 2-hrs Round Trip	Estimated number of Hours / Yearly	Extended Cost Price times 100 Hours
	\$25.00	100	\$2,500.00
Travel Rate for Tech's	Cost per Hour after 2-hrs Round Trip	Estimated number of Hours / Yearly	Extended (hourly) Cost Price times 100 Hours
	\$75.00	100	\$7,500.00
Specialty Equipment rate	Cost per Hour For lift or crane	Estimated Number of Hours / yearly	Extended (hourly) Cost Price times 10 Hours
	\$187.50	10	\$1,875.00
Marking Services rate	Cost per Hour	Estimated Number of Hours / yearly	Extended (hourly) Cost Price times 100 Hours
	\$95.00	100	\$9,500.00
Replacement Parts		Estimated Yearly Parts Costs	Fixed Cost to be included in the bid
		20000	\$20,000.00
Sub-total of Page-3			\$41,375.00

Initials *Ch*

TABLE-3

EXHIBIT-B
Section 4- Unscheduled Maintenance Repairs

Sub-system	<u>Cost Per Hr</u>		Est # of Hrs	<u>Subtotal Yearly</u>
Portable DMS on-site	\$120.00	X	334	\$40,080.00
Site Structural Repairs	\$120.00	X	186	\$22,320.00
Device Communication	\$120.00	X	13	\$1,560.00
Power Connectivity	\$120.00	X	99	\$11,880.00
Coordination	\$120.00	X	36	\$4,320.00
Subtotal cost for all Maintenance Repairs				\$40,080.00

Sub-system	<u>Cost Per Hr</u>		Est # of Hrs	<u>Subtotal Yearly Cost</u>
Portable DMS on-site	\$120.00	X	309	\$37,080.00
Site Structural Repairs	\$120.00	X	202	\$24,240.00
Device Communication	\$120.00	X	13	\$1,560.00
Power Connectivity	\$120.00	X	61	\$7,320.00
Coordination	\$120.00	X	33	\$3,960.00
Subtotal cost for all Maintenance Repairs				\$37,080.00

Sub-total of Page-4

\$77,160.00

Initials



TABLE-4

EXHIBIT-B

Section-5, Tabulation Table

Subtotal from Section-1	Page 1 of 5	Device Unscheduled Maintenance	\$53,250.00
Subtotal from Section-2	Page 2 of 5	Tower Mounted Antenna Repair	\$5,825.00
Subtotal from Section-3	Page 3 of 5	Assoc. Unscheduled Maintenance	\$41,375.00
Subtotal from Section-4	Page 4 of 5	Device Unscheduled Maintenance	\$77,160.00
Contract Total bid amount			\$177,610.00

This is Your Bid ▶

Initials





CERTIFICATE OF VOTE

I, Victor Drouin, do hereby represent and certify that:

(1) I am President of Green Mountain Communications, Inc., a Subchapter S Corporation.

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

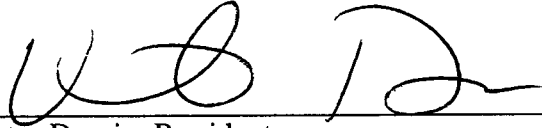
(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on February 3, 2015, which meeting was duly held in accordance with NH law and the by-laws of the Corporation.

(5) The signature of Catherine Drouin, Vice President of this Corporation, affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Corporation.

Dated: February 3, 2015



Victor Drouin, President

STATE OF NH

COUNTY OF MERRIMACK

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 GREEN MOUNTAIN COMMUNICATIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 14, 1995. I further certify that all fees required by the Secretary of State's office have been paid 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 5th day of December, A.D. 2014

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

William M. Gardner
Secretary of State

