



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



104
Brewer

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Maintenance
May 22, 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 exercise a contract renewal option with Interstate Electrical Services Corporation, Vendor #174516, Bedford, NH in the amount of \$20,000, increasing the contract amount from \$40,000 to \$60,000 and extending the end date to June 30, 2016 from June 30, 2014 effective upon Governor and Council approval. The original contract was approved by Governor and Council on 4/17/13. Item #110. 100% Highway Funds.

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

	<u>FY 2015</u>	<u>FY 2016</u>
04-96-96-960515-3048		
Maintenance Critical Repair		
048-500226 Contract Repairs Buildings and Grounds	\$15,000	\$5,000

EXPLANATION

The Department entered into a two year contract with Interstate Electrical services for the period April 17, 2013 through June 30, 2014 using funds from Accounts 2073 Asset Maintenance and Preservation and 3048 Maintenance Critical Repair. No funds were included for the third and fourth year because they were not yet approved in the budget process. Funds are now available in 30480000 to pay for an additional two years.

We recommend amending this contract for an additional 2 years because NH DOT Highway Maintenance District 5 has electrical systems at each of its twenty (20) maintenance facilities that may require emergency repairs, alterations and new installations to ensure the systems continue to operate efficiently and in compliance with regulations. This contract amendment will also allow for emergency repairs to continue on a 24 hour / 7 days per week basis as needed. Interstate Electrical Services Corp. is well staffed and has very capably addressed the volume of emergency work in a timely manner since

April 17, 2013. We therefore recommend an additional 2 years assigning \$15,000 for the first year and \$5,000 for the second year, for ongoing emergency repairs which represents the typical yearly expenses expected for this contract.

The original contract stated that this agreement may be renewed provided there is no change in the terms of the agreement and for no longer than two (2) years, subject to Governor and Council approval.

The contract amendment has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available.

Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. - WT".

Christopher D. Clement, Sr.
Commissioner

GNC/gsc

Enclosure

AMENDMENT TO AGREEMENT

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation and Interstate Electrical Services Corporation on April 17, 2013 Item No. 110 to be effective upon Governor and Council approval through June 30, 2014.

WHEREAS, the Price Limitation in Section 1.8 is \$40,000 and Exhibit A describes the Scope of Work and Exhibit B describes the Budget;

WHEREAS, the Department of Transportation has available 100% Highway Maintenance State funds for the maintenance and electrical repair of NHDOT District 5 facilities and buildings;

RESOLVED, that the agreement be amended as follows:

Page 1, Section 1.7, "Completion Date" shall be extended from June 30, 2014 to June 30, 2016, effective upon Governor and Council approval.

Page 1, Section 1.8, "Price Limitation" to read \$60,000 (increase \$20,000);

Exhibit B., Budget, shall be revised to include an increase of \$20,000 of Highway Maintenance funds for State Fiscal Year 2015 and 2016 for a revised contract total of \$60,000.

All other provisions of the agreement shall remain in effect

Interstate Electrical Services Corporation

Date: 3/21/14

By: *Gary A. Sobolewski*
(Name)
Regional Vice President – NH, VT, ME
(title)

County of Hillsborough

On this the 21 day of March 2014, the undersigned officer, personally appeared Gary A. Sobolewski, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rebecca Ricketts
Notary Public/Justice of the Peace

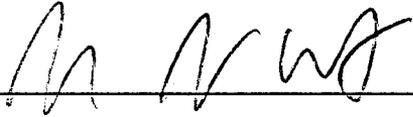
NH Department of Transportation

By: 

Date: 9/17/14

Title: Director of Operations

Approved by Attorney General

By: 

Date: 5/9/14

Title: Asst. Attorney General

Approved by Governor and Council

By: _____

Date: _____

EXHIBIT A - SCOPE OF SERVICES

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials and equipment to perform maintenance and emergency repairs to the electrical systems at each of the twenty (20) maintenance facilities, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the effected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. DEPARTMENT must approve CONTRACTOR'S repair estimate before CONTRACTOR begins work.
2. The CONTRACTOR shall meet with the Bureau of Highway Maintenance, District 5 Maintenance Mechanic Foreman or designee for repairs, alterations and new installations to the electrical systems at each of the twenty (20) maintenance facilities, as directed by the DEPARTMENT. DEPARTMENT must approve CONTRACTOR'S repair estimate before CONTRACTOR begins work.
3. All work specified in No. 1 and 2 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 5
16 East Point Drive
Bedford, NH 03110

4. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to the District 5 Engineer, or designee, Bureau of Highway Maintenance District 5. Examples of valid reasons are:
 - a. Part unavailable with explanation why.
 - b. Repair is ongoing and requires additional time to complete.
 - c. Parts and Labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

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

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.

Initials: 
Date: 3/27/14

- d. And any other information to justify the request for non-compliance of the 48-hour provision.
5. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.
6. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, ends on June 30, 2016, and is subject to Governor and Council approval. No work shall be performed prior to Governor and Council approval of the contract (as per Form P-37, Paragraph 3.2).
7. Provided the DEPARTMENT and the CONTRACTOR mutually agree, this service and contract agreement may be renewed with no change in the terms of the agreement for no longer than two (2) years, subject to Governor and Council approval.

Initials: 
Date: 3/28/14

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of Forty-five Dollars and No Cents (\$45.00) per hour.
2. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of Fifteen Percent (15%)
3. The total contract price shall not exceed Twenty Thousand Dollars and no cents (\$20,000.00).
4. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
5. The Department shall make payments out of the following account numbers:

04-096-096-960515-3048-048 Contract Maintenance Buildings and Grounds Project No. 29133

Initials: 
Date: 3/27/14

EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions.

Initials: 
Date: 3/27/14

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

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

Initials: 
Date: 3/27/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERSTATE ELECTRICAL SERVICES CORPORATION a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on March 20, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th 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 VOTE

I, James P. Alibrandi, President, hereby certify that I am the duly elected President of Interstate Electrical Services Corporation.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on November 30, 1994, at which a quorum of the Board was present and voting.

DULY VOTED:

As hereby noted per vote of the corporations Board of Directors, Gary Sobolewski with the title of Vice President Northern Construction is authorized to execute on behalf of said corporation all legal contractual documents for the benefit of said New Hampshire Corporation.

I hereby certify that said votes have not been amended or repealed, remain in full force and effect as of March 21, 2014 and that James P. Alibrandi is President, of this Corporation.

Date: March 21, 2014

Attest:

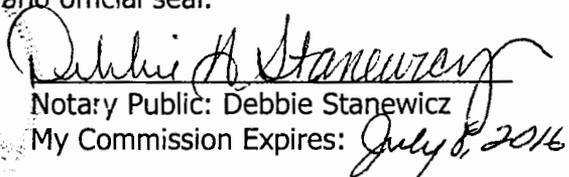

(James P. Alibrandi, President)

State of: Massachusetts
County of: Middlesex

On this the 21st day of March 2014 before me, the undersigned Notary Public, Debbie Stanewicz, personally appeared James P. Alibrandi who acknowledged himself that he, as such President, of Interstate Electrical Services Corporation, and that he, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.




Notary Public: Debbie Stanewicz
My Commission Expires: July 8, 2016

Interstate / Corporate Headquarters
Northwood Executive Park • 70 Treble Cove Road, North Billerica, MA 01862 • Phone: 978.667.5200 • Fax: 978.947.8259

Regional Offices: Interstate / Northern New England
New Hampshire Vermont

Interstate / Corporate Headquarters
Massachusetts

Interstate / Southern New England
Rhode Island Connecticut



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

4/19/13 #110

Bureau of Highway Maintenance
April 3, 2013

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

REQUESTED ACTION

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

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

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

EXPLANATION

The NH DOT Highway Maintenance District 5 has electrical systems at each of its twenty (20) maintenance facilities that may require emergency repairs, alterations and new installations to ensure the systems continue to operate efficiently and in compliance with regulations. This contract will also allow for emergency repairs on a 24 hour / 7 days per week basis as needed.

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

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

The contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available.

Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

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

Christopher D. Clement, Sr.
Commissioner

GNC/gsc

Enclosure

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