



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603)-271-3201

Joseph B. Bouchard
Assistant Commissioner
(603)-271-3204

Catherine A. Keane
Deputy Commissioner
(603)-271-2059

February 28, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Master Locators, Inc., (vc # 277569) Glen Mills, PA for a total price not to exceed \$23,400 for private utility locating services. The term of the contract shall begin on April 1, 2019 or upon approval of the Governor and Executive Council whichever is later, through March 31, 2021 for a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

The cost of the contract shall be paid contingent upon availability and continued appropriations through various individual Department of Administrative Services budgeted contract maintenance line expenditures.

EXPLANATION

The Department of Administrative Services owns and maintains underground utilities at several locations in Concord and Laconia, NH. As such they are required to provide private utility locating services upon notification of a Dig Safe request. The Department of Administrative Services (DAS) is currently leasing an underground steam distribution system formerly operated by Concord Steam called the Downtown Loop to provide steam to the State House, State House Annex and State Library. In addition, DAS is also in the process of installing a new steam distribution system at the State House Complex that will also require the same services. Master Locators, Inc., is required to respond and provide private utility location services as described in NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 28, 2019
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Bids were solicited from twenty-four (24) private utility locating companies that were listed by 811 Dig Safe that provide private utility locating companies. Three compliant bids were received. Attached is a copy of the bid results. •

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus
Commissioner

1/24/2019


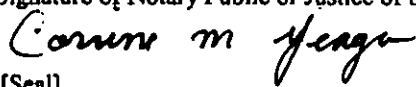

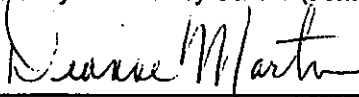
excel/mike/other/private utility locating services bid summary1242019

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Master Locators, Inc		1.4 Contractor Address 675 Concord Rd Glen Mills, PA 19342	
1.5 Contractor Phone Number 610-358-0172	1.6 Account Number Various	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$23,400
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kyle Sarcyka, C.O.O.	
1.13 Acknowledgement: State of Pennsylvania County of Delaware On February 4, 2019, 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]		NOTARIAL SEAL Corrine M Yeager NOTARY PUBLIC Concord Twp, Chester County My Commission Expires 10/01/2019	
1.13.2 Name and Title of Notary or Justice of the Peace Corrine Yeager			
1.14 State Agency Signature  Date: 2/28/19		1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Admin Svcs	
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) (if applicable) By:  On: 3/7/19			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

1. The Contractor shall provide "private utility locating services" for state owned buildings located in Concord and Laconia, New Hampshire. The majority of the work will be at five main locations:

State Office Park South, Pleasant Street, Concord, NH
State Office Park East, Hazen Drive, Concord, NH
State House Capitol Complex, encompassing School, Green, Capitol, Park and North State Streets, Concord, NH
Rte 106 State Campus, Smokey Bear Boulevard, Concord, NH
Laconia State School Campus, Right Way Path, Laconia, NH

2. The Department of Administrative Services owns and maintains underground facilities at the five locations listed above. As such they are required to provide private utility locating services upon notification of a Dig Safe request. The Department of Administrative Services is currently leasing an underground steam distribution system formerly operated by Concord Steam called the Downtown Loop that provides steam to the State House, State House Annex and State Library. In addition, the Department of Administrative Services is also in the process of installing a new steam distribution system at the State House Complex that will also require the same services. The Contractor is required to respond and provide private utility location services as described in NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

3. In addition to the 5 main locations listed above, the Contractor shall provide private locating utility services at other state owned facilities located in Concord and Laconia, NH.

4. The term of this non-exclusive contract shall begin on April 1, 2019 or upon approval of the Governor and Executive Council whichever is later, through March 31, 2021 a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions agreed upon by both parties. Any such extension shall be subject to NH Governor and Council approval.

5. The State has the right to terminate the contract at any time by giving the Contractor a thirty day written notice.

6. The term, "private utility locating services", as used above shall include providing all supervision, materials, equipment, labor and transportation necessary to provide the required level of services as described herein.

7. The Contractor and any approved sub contractors shall be trained in accordance with National Utility Locating Contractors Association (NUCLA) Professional Competence Standards for Locating Technicians, Fourth Edition 2015. All Locators shall meet the requirements of the training programs for the following competencies:

- Electromagnetic locating;
- Instruction in the use of transmitters and receivers;
- Procedure for marking underground facilities;
- Training in the identification of facilities;
- Safety procedures;
- Operator map and record reading; and
- Familiarity with the NH Public Utilities PUC 804.03.

8. The Contractor shall employ sufficient number of trained personnel so that all private utility locate service calls are answered within the required time limitations.

9. The Contractor shall make service available twenty four hours per day, seven days per week for emergency location services. The Contractor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

10. The Contractor shall respond by phone or other electronic device to all normal locate service calls within eight (8) hours after report of occurrence.

11. The Contractor shall physically respond within 72 hours after receipt of notice from the State of a proposed excavation, but not including Saturdays, Sundays, and holidays to locate private utilities at State owned property in Concord and Laconia, NH.

12. In cases of an "emergency situation" as defined by NH Puc 802.04, the Contractor shall physically respond within three hours of receipt of notification from the State.

13. The Contractor shall respond by phone or other electronic device to all emergency service calls within fifteen (15) minutes of reported occurrence.

14. Upon completion of each locating service, the Contractor shall provide a report of work performed to the State Contract Manager. This report shall be submitted no later than ten (10) calendar days after completion of locating services and a duplicate copy shall accompany the locating services invoice.

15. The Contractor shall mark the location of any private underground facilities in the area of the proposed excavation; or if no underground facility is within the area of the proposed excavation, mark the non-existence of facilities within the premarked area of intended excavation in accordance with NH PUC 806 and communicate with the State via e-mail, fax telephone, or other electronic communication.

16. The Contractor shall mark underground facilities by use of paint, stakes, flags, or by any other means that clearly indicates the location of the underground facility. The Contractor shall consider the physical characteristics in the area of the proposed excavation in determining the type of marker to be used.

17. The Contractor shall mark underground facilities according to the following color code:

Red shall be used for underground facilities conveying electric power, electric cable conduits or lighting cables;

Yellow shall be used for underground facilities conveying gas, oil, steam, petroleum, or gaseous materials;

Orange shall be used for underground facilities used for communications conduit;

Blue shall be used for underground facilities conveying potable water;

Green shall be used for underground facilities conveying sewer or used for drain lines; and

Purple shall be used for underground facilities conveying reclaimed water such as used for irrigation or slurry lines.

18. When the Contractor marks the underground facility they shall indicate the width of the underground facility for all facilities greater than 1 inch nominal diameter and the specific owner or operator of the underground facility; and the function of the underground facility.

19. The function shall be marked by using the following:

The letter E for underground facilities conveying electricity;

The letter G for underground facilities conveying gas;

The letters PP for underground facilities conveying oil;

The letters ST for underground facilities conveying steam;

The letters CH for underground facilities conveying chemicals;

The letter T for underground facilities containing telephone wires or cable;

The letters CATV for underground facilities conveying cable television signals;

The letters FA for underground facilities conveying fire alarm information or signals;

The letter W for underground facilities conveying water;

The letter S for underground facilities conveying sewage;

The letters SS for underground facilities conveying storm sewerage; and

The letters SD shall be used for underground facilities used for storm drainage.

20. The Contractor's work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

21. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

22. While on State property, the Contractor's employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

23. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

24. The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

25. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

26. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

27. The Contractor shall submit a semi-annual usage report for analysis to determine contract compliance. At a minimum, the report shall include the following:

Date and Location of each Private Utility Locating Service

Total Amount of Hours per occurrence for each Private Utility Locating Service

Amount Charged for each Private Utility Locating Service

Total Amount of Hours and Total Amount of Cost for Services provided during the six month period.

28. All Contractor correspondence and submittals shall be sent to:

State of New Hampshire

Department of Administrative Services

Michael Connor

25 Capitol Street, Room 212

Concord, N.H. 03301

EXHIBIT "B"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "private utility locating services" at the rates listed below for a not to exceed total of \$23,400 for the period commencing upon Governor and Council approval through March 30, 2021 (herein after referred to as the contract price) in return for the services described in Exhibit "A."
2. **Normal Locating Services**
The Contractor shall be paid the hourly rate of \$125.00 for all expenses to successfully complete the private utility locating services within 72 hours not including Saturday, Sunday and holidays as described herein. The Contractor shall not be reimbursed for mileage and or travel time. This hourly rate shall include all fees including any travel and or mileage expenses. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time. The hourly rate shall start when the Contractor's personnel arrive at the work site and when the Contractor's personnel leave the work site.
3. **Emergency Locating Services**
The Contractor shall be paid the hourly rate of \$225.00 for all expenses to successfully complete the private utility locating services for an emergency situation as described in Exhibit A. The Contractor is required to physically respond within three hours of receipt of notification from the State. The Contractor shall not be reimbursed for mileage and or travel time. This hourly rate shall include all fees including any travel and or mileage expenses. The hourly rate shall start when the Contractor's personnel arrive at the work site and when the Contractor's personnel leave the work site.
4. Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Said payments shall be made electronically.

CERTIFICATE OF VOTE

(Corporation without Seal)

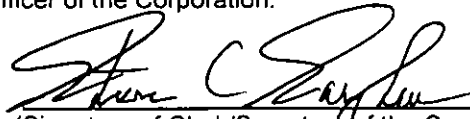
I, Steve Sareyka, do hereby certify that:
(Name of Clerk/Secretary of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Master Locators, Inc.
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 February 3, 2019:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Administrative Services, for the provision of utility locating services.

RESOLVED: That the Chief Operating Officer, 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 the 4th day of February, 2019.
4. Kyle Sareyka is the duly elected Chief Operating Officer of the Corporation.


(Signature of Clerk/Secretary of the Corporation)

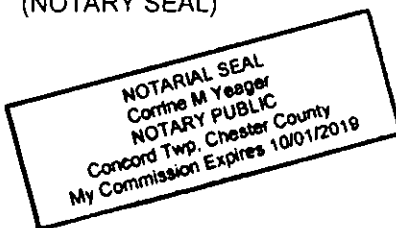
STATE OF PENNSYLVANIA

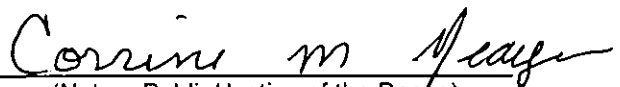
County of Delaware

The forgoing instrument was acknowledged before me this 4th day of February, 2019,

By Steve Sareyka,
(Name of Clerk/Secretary of the Corporation)

(NOTARY SEAL)




(Notary Public/Justice of the Peace)

Commission Expires: 10/1/19

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 MASTER LOCATORS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on February 08, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 812435

Certificate Number : 0004404262



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of February A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2019

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 have ADDITIONAL INSURED provisions or 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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com	
INSURED Master Locators, Inc. 675 Concord Road Glen Mills PA 19342-1369		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of Am NAIC # 25666 INSURER B: The Phoenix Insurance Company 25623 INSURER C: Travelers Indemnity Company 25658 INSURER D: Sentinel Insurance Company 11000 INSURER E: Continental Casualty Company 20443 INSURER F:	

COVERAGES

CERTIFICATE NUMBER: * 18-19

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680008J446744	08/29/2018	08/29/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8J447243	08/29/2018	08/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP008J449353	08/29/2018	08/29/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			30WBCAA6FWH	08/29/2018	08/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability			MCH591912939	08/29/2018	08/29/2019	Per Claim: 5,000,000 Aggregate: 5,000,000

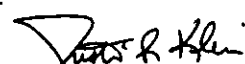
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day notice of cancellation, 10 day for non-payment. See attached for specific additional insured wording.

CERTIFICATE HOLDER

State of New Hampshire Department of Administrative Services 25 Capitol Street Room 120 Concord NH 03301

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 

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Klein Agency, LLC		NAMED INSURED Master Locators, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Master Locators, Inc.

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Master Locators, Inc.

If required under an Insured written contract, executed prior to any loss, Waiver of Subrogation is provided for the certificate holder under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.