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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 20, 2017

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

Requested Action

Authorize the Department of Safety, Division of Emergency Services and Communications to enter into a contract with Green Mountain Communications, Inc. (VC # 157828-B001), in the amount of \$49,224.00 for services related to the removal of and installation of microwave radio link equipment on a self-supporting communications tower located at the summit of Kearsarge Mountain in Warner, New Hampshire. Effective upon Governor and Council approval through December 30, 2017. Funding source: 100% Agency Income.

Funds are available in the SFY 2018 operating budget as follows.

02-23-23-236510-40010000	Dept. of Safety – Emergency Communications – Communications Section	<u>SFY 2018</u>
103-502664	Contracts for Operational Services	\$49,224.00

Explanation

This contract provides for a one-time order for services related to the removal of and installation of microwave radio link equipment on a 180 foot self-supporting communications tower located at the summit of Kearsarge Mountain in Warner, New Hampshire. Green Mountain Communications, Inc. will perform the required removal, installation, and testing services. Green Mountain Communications, Inc. will perform link alignment and point-to-point functional tests using industry standard common professional engineering practices and will provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report.

The request for proposal (RFP DOS 2017-400) to procure these services was posted to the State of New Hampshire website beginning September 26, 2017 through October 13, 2017, with two vendors submitting proposals. The contract was awarded to Green Mountain Communications, Inc., the lowest bidder.

Respectfully submitted,

J.J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Attachment A

RFP-2017-400 was scored utilizing an average of individual scores from a three-person evaluation committee. The Green Mountain Communications, Inc. proposal offered the lowest cost to the State of New Hampshire. The evaluation committee consisted of James Kowalik, Communications Supervisor II, Joshua Mann, Communications Supervisor I, and Arthur Durette, Communications Section Chief.

RFP 2017- 400 Scoring Summary						
Company	Company Address	Proposed Solution (30 Pts Max)	Vendor Profile (30 Pts Max)	Total Cost	Cost Points (40 Pts Max)	TOTAL 100 Pts Max
Green MTN	702 Riverwood Drive, Pembroke, NH 03275	28.7	30.0	\$ 49,224	40.0	98.7
Aerial	21 Htchcock Drive, Gorham, NH 03581	28.3	28.7	\$ 57,000	34.5	91.5

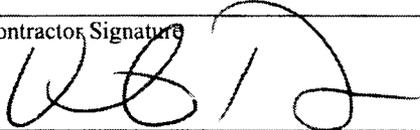
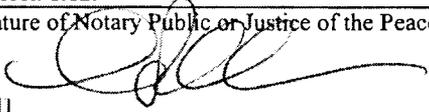
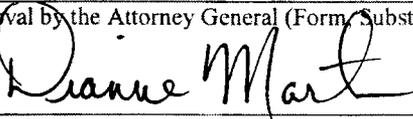
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard, Concord, NH 03305	
1.3 Contractor Name Green Mountain Communications, Inc.		1.4 Contractor Address 702 Riverwood Drive, Pembroke, NH 03275	
1.5 Contractor Phone Number 1-(603)717-7117	1.6 Account Number 02-23-23-236510-400100000103-5002664	1.7 Completion Date 12/30/2017	1.8 Price Limitation \$49,224
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Victor Drouin, President	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack On <u>October 17, 2017</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]			
1.13.2 Name and Title of Notary or Justice of the Peace LISA COHEN, NOTARY PUBLIC LISA ROSE COHEN Notary Public - New Hampshire Commission Expires December 23, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir of Administration	
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: <u>10/25/17</u>			
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

Contractor Initials N
Date 10/17/2017

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

Green Mountain Communications, Inc., of Pembroke, New Hampshire, hereafter referred to as Green Mountain, is being contracted by the Department of Safety, Division of Emergency Services and Communications, hereafter referred to as Division, for a one-time order for services related to the removal of and installation of microwave radio link equipment on a 180 foot self-supporting communications tower located at the summit of Kearsarge Mountain in Warner, New Hampshire.

1. **Statement of work:** A one-time order for services related to the removal of and installation of microwave radio link equipment on a 180 foot self-supporting communications tower located at the summit of Kearsarge Mountain in Warner, New Hampshire. Green Mountain shall perform the required removal, installation and testing services as described below:
 - 1.1 **Microwave Link Kearsarge Mountain to State Police Headquarters Concord**
Remove damaged 8 ft. ice shield assembly.
Install customer supplied RFS 8 ft. ice shield assembly.
Perform link alignment and point-to-point functional test to/from NHSP HQ. The link must be engineered to the states specification for alignment, signal and polarity.
Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager.
 - 1.2 **Microwave Link Kearsarge Mountain to Pitcher Mountain Stoddard (NHSafeNet/BTOP)**
Remove old damaged waveguide and connectors.
Reroute existing temporary waveguide and connectors.
Install new waveguide restraints as necessary.
Remove and replace old dual pole feed horn.
Perform link alignment and point-to-point functional test to/from Pitcher Mtn. The link must be engineered to the states specification for alignment, signal and polarity.
Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager.
 - 1.3 **Microwave Link Kearsarge Mountain to Oak Hill Loudon(NHSafeNet/BTOP)**
Remove old damaged elliptical waveguide and connectors.
Remove 6 ft. dish assembly, replace existing feedhorn with customer supplied unit and Reinstall 6 ft. dish assembly.
Install new customer supplied waveguide and connectors.
Perform link alignment and point-to-point functional test to/from Oak Hill. The link must be engineered to the states specification for alignment, signal and polarity.
Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager.
 - 1.4 **Microwave Link Kearsarge Mountain to Tenney Mountain Plymouth (NHSafeNet/BTOP)**
Remove damaged 6 ft. high performance RFS microwave dish and radome.
Install customer supplied RFSUXA6-59CC1S1 6 ft. high performance RFS microwave dish and radome.

Perform Link alignment and point-to-point functional test to/from Tenney Mountain. The link must be engineered to the states specification for alignment, signal and polarity. Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager.

- 1.5 Green Mountain shall not perform work without proper permits or written Notice to Proceed. Any conflicts resulting from the performance of this contract shall be resolved to the strictest requirements. Any conflicts not resolvable by the standard of 'most strict' shall be resolved by the NH Department of Safety Commissioner or his designee.
- 1.6 Green Mountain shall remove all construction debris from the site(s) and return the area to pre-installation or better cleanliness.
- 1.7 Green Mountain shall comply with the most current year version of the following U.S. codes and standards as they apply to the services provided: NFPA, IBC 2000, NEC National Electronic Code, OSHA, State of New Hampshire Administrative Rules, and all applicable laws.
- 1.8 Green Mountain shall, without additional cost to the State, utilize the services of specialty subcontractors to complete the required work when necessary.
- 1.9 Green Mountain shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider Green Mountain to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any subcontractor contracts.

EXHIBIT B

TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the Division exceed \$49,224.00 ("Total Contract Price"). The payment by the Division of the total Contract price shall be the only and the complete reimbursement to Green Mountain for all fees and expenses, of whatever nature, incurred by Green Mountain in the performance hereof.

The Division will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

INVOICING

Green Mountain shall submit correct invoices to the Division for all amounts to be paid by the Division. All invoices submitted shall be subject to the Divisions prior written approval, which shall not be unreasonably withheld. Green Mountain shall only submit invoices for service as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information to include the sites surveyed with written report completed.

Upon acceptance of a properly documented and undisputed invoice, the Division will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Department of Safety, Division of Emergency Services and Communications
Attention: Robert Lussier
110 Smokey Bear Blvd
Concord, NH 03305

PAYMENT ADDRESS

All payments shall be sent to the following address:

Green Mountain Communications, Inc.
Attn: Carl Plummer
702 Riverwood Drive
Pembroke, NH 03275
Phone: (603) 717-7117

OVERPAYMENTS TO GREEN MOUNTAIN

Green Mountain shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

CREDITS

The Division may apply credits due to the Division arising out of this Contract, against Green Mountain invoices with appropriate information attached.

Pricing is set forth in Exhibit B: Pricing will be effective for the Term of this Contract.

The appropriate account number for the P-37 form, section 1.6 is:

Funds are available in the following account in SFY 2018 and contingent upon availability and continued appropriation with the authority to adjust encumbrances through the Budget Office if needed and justified.

02-23-23-236510-40010000 – Dept. of Safety – Div. of Emergency Services –
Bureau of Emergency Communications 103-502664

Initial All Pages:

Contractor's Initials W

Pricing Worksheet

Activity, Deliverable	<u>Price to Access, Assemble and Install</u>	<u>Price to Document and Deliver Report</u>
<p>Item #1. Microwave Link Kearsarge Mountain to State Police Headquarters Concord</p> <ul style="list-style-type: none"> • Remove damaged 8 ft. ice shield assembly. • Install customer supplied RFS 8 ft. ice shield assembly. • Perform link alignment and point-to-point functional test to/from NHSP HQ. The link must be engineered to the states specification for alignment, signal and polarity. • Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager. 	\$12,056.00	\$250.00
<p>Item #2. Microwave Link Kearsarge Mountain to Pitcher Mountain Stoddard (NHSafeNet/BTOP)</p> <ul style="list-style-type: none"> • Remove old damaged waveguide and connectors. • Reroute existing temporary waveguide and connectors. • Install new waveguide restraints as necessary. • Remove and replace old dual pole feed horn. • Perform link alignment and point-to-point functional test to/from Pitcher Mtn. The link must be engineered to the states specification for alignment, signal and polarity. • Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager. 	\$12,056.00	\$250.00
<p>Item #3. Microwave Link Kearsarge Mountain to Oak Hill Loudon(NHSafeNet/BTOP)</p> <ul style="list-style-type: none"> • Remove old damaged elliptical waveguide and connectors. • Remove 6 ft. dish assembly, replace existing feedhorn with customer supplied unit and Reinstall 6 ft. dish assembly. • Install new customer supplied waveguide and connectors. • Perform link alignment and point-to-point functional test to/from Oak Hill. The link must be engineered to the states specification for alignment, signal and polarity. • Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager. 	\$12,056.00	\$250.00

Initial All Pages:
 Contractor's Initials *AS*

<p>Item #4. Microwave Link Kearsarge Mountain to Tenney Mountain Plymouth (NHSafeNet/BTOP)</p> <ul style="list-style-type: none"> • Remove damaged 6 ft. high performance RFS microwave dish and radome. • Install customer supplied RFSUXA6-59CC1S1 6 ft. high performance RFS microwave dish and radome. • Perform Link alignment and point-to-point functional test to/from Tenney Mountain. The link must be engineered to the states specification for alignment, signal and polarity. • Provide detailed engineering data documentation describing results of the microwave link functional test in the form of a written report to Project Manager. 	\$12,056.00	\$250.00
TOTAL Cost	\$48,224.00	\$1,000.00

EXHIBIT C

There are no special provisions to this contract.

Attached are:

- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance

Initial All Pages:
 Contractor's Initials *VJ*



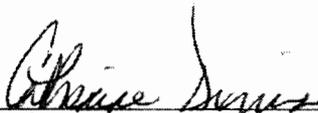
CERTIFICATE OF VOTE

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

- (1) I am Secretary and Vice 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 October 17, 2017, which meeting was duly held in accordance with New Hampshire law and the bylaws of the Corporation.
- (5) The signature of Victor Drouin, 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.

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

Dated: October 17, 2017



Catherine Drouin
Secretary/Vice President



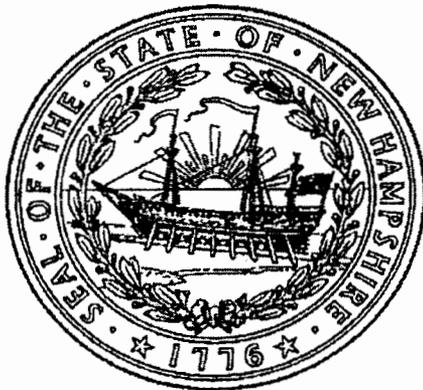
State of New Hampshire

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 Profit Corporation registered to transact business in New Hampshire on March 14, 1995. 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: 225712



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Karyn Granger PHONE (A/C, No, Ext): (603) 569-2515 E-MAIL ADDRESS: karyng@averyinsurance.net	FAX (A/C, No): (603) 569-4266													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental</td> <td>20443</td> </tr> <tr> <td>INSURER C: AIG</td> <td>19402</td> </tr> <tr> <td>INSURER D: Zurich</td> <td>16535</td> </tr> <tr> <td>INSURER E: Columbia Casualty</td> <td>31127</td> </tr> <tr> <td>INSURER F: Starr Indemnity</td> <td>38313</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental	20443	INSURER B: Continental	20443	INSURER C: AIG	19402	INSURER D: Zurich	16535	INSURER E: Columbia Casualty	31127	INSURER F: Starr Indemnity
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INSURED Green Mountain Communications Inc 702 Riverwood Dr Pembroke NH 03275	CERTIFICATE NUMBER: 16-17 MASTER	REVISION NUMBER:
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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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6023681763	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6043487200	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dam \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		BE048400452	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	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 Y N/A	WC0165651	12/31/2016	12/31/2017	<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 Liability		C6023828681	12/31/2016	12/31/2017	Occurrence/Aggregate \$1mil/\$2mil
F	Pollution Liability		1000066164141	3/28/2017	12/31/2017	Occurrence/Aggregate \$5mil/\$5mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GMCI Job No. 17-0862B. Job Name: Kearsarge Mountain Microwave Equipment Replacement Project. Coverage as per terms and conditions of policy. Certificate Holder is additional insured if required by written contract.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Dept of Safety Division of Emergency Services and Commun 33 Hazen Drive Concord, NH 03305	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 Thomas O'Dowd/KAG

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Lam Offices

October 24, 2017

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Suite 1100
Washington, D.C.
20005-1209
(202) 842-8800
(202) 842-8465 fax
www.drinkerbiddle.com

VIA ELECTRONIC MAIL

Gordon MacDonald, Attorney General
New Hampshire Department of Justice
State of New Hampshire
33 Capitol Street
Concord, New Hampshire 03301

Re: Engagement Letter

Dear Attorney General MacDonald:

Thank you for asking Drinker Biddle & Reath LLP (the "Firm") to represent the State of New Hampshire (the "State") in connection with the matter described in paragraph 1 below. This letter will confirm our engagement by the State and will describe the basis on which our Firm will provide legal services. Should you ask us to represent the State in other matters, those representations will be the subject of separate engagement letters similar to this one unless we agree in writing that this letter is sufficient.

1. **Client and Scope of Representation.** We will represent the State in connection with its review of the statutory notice received from the First Responder Network Authority regarding the proposed State Plan for the deployment of the Nationwide Public Safety Broadband Network (the "NPSBN"), and the State's consideration of whether to develop and implement an alternative state plan for the Radio Access Network component of the NPSBN. In addition, should the State decide to develop an alternative state plan, we will represent the State in negotiating the terms of an agreement with Rivada Networks, LLC., and related matters. You may limit or expand the scope of our representation with respect to this matter from time to time, provided that any significant expansion of such representation must be agreed to by us in writing.

2. **Primary Lawyer; Fees and Expenses.** Laura Phillips and I will have primary responsibility for this representation and will utilize other Firm lawyers, Firm professionals, paralegals and legal assistants as may be appropriate in the circumstances. We will bill you hourly for our services. The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers, Firm professionals, paralegals and legal assistants involved. Laura Phillips current hourly rate is \$625.00, and my current hourly rate is \$550.00. Our associate's hourly rate is \$385.00. These rates are subject to change annually, on January 1, based on each individual's advancement in seniority and other factors. Services rendered after the date of any rate change will be billed at the new rates. In any event, all time will be billed in one-tenth of an hour (0.1) increments.

In addition, the State will be billed for disbursements as outlined in the attached Statement on Charges for Ancillary Services. Depending on the amount, we may send bills from expert witnesses and other third-parties or vendors to you for direct payment. We will invoice the State monthly for our time and disbursements, and the State agrees to pay us for such fees and disbursements immediately upon receipt.

CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
WASHINGTON, D.C.
WISCONSIN

In consideration of the State's status as a governmental entity, and with the understanding that the State will make all reasonable efforts to process the Firm's invoices on a timely basis, the Firm will apply a 10% discount in connection with our hourly fees. This discount will not apply to disbursements or travel related costs.

3. **Identity of Client.** To avoid confusion, we want to confirm that our Firm agrees to represent only the client in the particular matter expressly identified above. This engagement letter is not an agreement to represent others, including your affiliates, owners, investors, directors, officers, employees, or companies or any other parties in which you have an interest or to which you owe any duty (including a fiduciary duty) ("Other Parties"). If the occasion arises for us to consider expanding our representation to include Other Parties, a separate letter must be executed between the additional client(s) and our Firm. Prior to doing so, we will analyze, for example, whether a conflict of interest would prevent us from representing such additional clients, including whether such additional clients have or may have interests that are adverse to your interests. In any event, absent a written agreement to represent one or more of these Other Parties, we have agreed to represent only the State and there are no third-party beneficiaries to this engagement letter.

4. **Term of Engagement.** Either of us may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement prior to its conclusion, we will undertake such steps as are reasonably practicable to protect the State's interests in the above matter, including, if so requested, suggesting to the State possible successor counsel and providing them with whatever papers you have provided us. The State agrees to pay our fees and reimburse us for expenses in connection with reviewing and/or copying files when they are transferred to successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, and the State agrees to engage successor counsel.

5. **Limited Advance Conflict Waiver.** Our firm conducts a national law practice that represents clients located around the globe. Given the scope of the services we provide, it is necessary that we seek your consent to our representation of other clients, both current and future, who may have interests adverse to your interest in unrelated non-contentious matters (e.g., contract negotiations, real estate transactions, corporate and lease financings, the purchase or sale of assets) or whom we represent in connection with certain standard or routine proceedings that are not ordinarily thought to rise to the level of adverse claims (e.g., the service of subpoenas, representation of a debtor or other creditors in bankruptcies or restructurings where you may also be a creditor and utilize other counsel). The State agrees that you now consent - or will consent if asked - to our representation of other clients in such unrelated non-contentious matters. Note, however, that we do not ask that you now waive a conflict of interest arising in the context of litigation or the formal assertion of a claim against the State and any such conflict, if it arose, would be separately addressed at that time.

We will bring these matters to your attention as required by the Rules of Professional Conduct. If at any time our Firm undertakes a representation of the type permitted by this section, the Firm will implement restrictions intended to prevent any

person working on your matters from working on such other matter and ensure that confidential information maintained by us concerning you as a client is not disclosed to lawyers working on matters adverse to you.

6. **Records Retention.** Our Firm's current policy is to retain client files, and the Firm's related work product and internal files, for seven years after the conclusion of the matter, unless otherwise agreed by the Firm and you. The Firm reserves the right to change its retention policy at any time without notice. The existence of the Firm's retention policy, now or in the future, does not create any obligation on the part of the Firm to retain files after the completion of a matter unless a separate written agreement is made between the Firm and you for retention of certain files for some specified period of time. If the State requires retention of its files according to its own records retention policy or needs, please request the originals or copies of your files at any time during the course of any matter or upon its conclusion. If you request the Firm to transfer your files to you or to a third party, you will pay the Firm's charges for copying any portion of the files the Firm wishes to retain to the extent allowed under applicable law.

7. **Advance.** As further consideration for entering into this agreement, and the State's efforts to pay the Firm's invoices on a timely basis, the Firm agrees to waive our standard requirement of an advance payment.

8. **Arbitration of Disputes.** Except as otherwise may be required by applicable Rules of Professional Conduct or law, any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between the State, its affiliates or successors (the "Client Arbitration Parties") and the Firm, its affiliated partnerships, attorneys or staff or any of their successors (the "Firm Arbitration Parties") or the services provided or the fees charged by the Firm Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be submitted to binding arbitration. By agreeing to arbitrate, you are agreeing to waive your right to a jury trial. The arbitration will be conducted in accordance with this document, the Federal Arbitration Act and CPR Rules for Non-Administered Arbitration, as in effect on the date of this engagement letter. The arbitration shall be conducted before a panel of three neutral arbitrators. The arbitration shall be commenced and held in the city and state in which the Firm's office is located whose attorneys spent the most amount of time on the matter in dispute. Any issues concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by all of the arbitrators. All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrators' award may be entered in any court having jurisdiction.

9. **Limited Liability Partnership.** The Firm is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the Firm to the capital they have invested in the Firm for claims arising from services performed by the Firm. Our form of organization as an

LLP will not diminish the ability to recover damages from the Firm or from any individuals who directly caused the loss.

10. Public Identification of Client. The Firm sometimes identifies clients in presentation to prospective clients or in various public communications, including press releases, our website, and other publications used to describe our Firm, our lawyers and our capabilities. In connection with and as a part of such communications, we sometimes describe in generic terms the nature of work done for particular clients. If you do not wish us to refer to you or your representation in this fashion, please notify us upon receipt of this letter. Otherwise, we will treat your retention of us as consent to reveal your name and, in generic terms, the nature of our work for you, as described above.

11. Entire Agreement and Miscellaneous. You and we understand that this letter constitutes the entire agreement pertaining to the engagement of the Firm, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative or a referral organization unless agreed to in writing by the Firm. All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter. Our relationship with the State will be deemed concluded when we have completed our agreed-upon services.

If you are in agreement, please sign a copy of this letter in the space provided at the end of letter and return it to me via email or facsimile. If you have any questions about any of the provisions of this engagement letter, or if you would like to discuss possible modifications, do not hesitate to call me.

Again, we are pleased to have this opportunity to serve you. We will commence work as soon as written acknowledgement of your acceptance is received.

Sincerely,



Lee G. Petro

ACKNOWLEDGED AND AGREED:

Name

Date: _____

Attachments:

- Statement of Charges for Legal Service
- Statement of Charges for Ancillary Services

February 1, 2017

DrinkerBiddle&Reath

Statement on Charges for Legal Services

The firm's goal is to provide its clients with legal services of high quality, rendered promptly and responsively to each client's needs and in an economical manner. In return, clients are expected to pay the firm's charges for such professional services and for other charges and disbursements in connection with such services promptly upon receipt of statements therefor. The purpose of this memorandum is to set forth the basis upon which the firm bills clients for legal services and charges relating thereto, and the terms on which such statements are rendered. Clients of the firm are expected to pay the firm's statements in accordance with the provisions of this statement, unless different arrangements are set forth in an engagement letter signed by the firm. This statement is delivered to clients in compliance with applicable requirements of the Rules of Professional Conduct as in effect in certain jurisdictions in which attorneys of the firm are admitted to practice law.

1. THE BASIS FOR FEES. In most cases, the firm's fees are determined with reference to the time expended on the matter by partners, associates, legal assistants and other staff members recording time on specific matters, in each case at hourly rates established in relation to the experience and skills of the person performing the work. When the size, complexity, difficulty or urgency of a matter, or the result obtained, or similar factors so dictate, our fee may include an additional amount deemed by the firm to be reasonable in light of such factors. The firm's hourly rates are revised periodically to reflect increased skills, costs, and other factors. Clients may obtain information about the range of the rates currently in effect from the attorney in charge of the matter.

For some matters a billing arrangement determined without reference to time can be made. The attorney responsible for the matter in the firm will discuss any such specialized basis for billing with the client on a case-by-case basis. Any such arrangements will be confirmed in writing.

2. ADVANCES ON FEES, OTHER CHARGES AND DISBURSEMENTS. For new clients of the firm, and in certain other cases in which it is deemed appropriate, the firm's policy is to require an advance payment to be applied against the cost of legal services and other charges and disbursements expected to be rendered and incurred. Unless other arrangements are made, the amount advanced will be held by the firm and either held for application to the last statement rendered on the matter or applied against the firm's monthly statements; the client will be billed on a monthly basis to restore the advance to the amount originally posted. The advance will be applied in the manner provided in the engagement letter to which this statement is attached. If the project is concluded or terminated (or at such earlier date as the firm deems appropriate, or as is otherwise agreed at the time of the advance), any portion of the advance not applied by the firm to its fees, other charges and disbursements in respect of services performed prior to such conclusion or termination or such earlier date will be refunded. The firm does not segregate advances received from clients and, absent special arrangements, no interest will be paid to clients on such advances.

3. OTHER CHARGES AND DISBURSEMENTS. Clients are billed various charges for ancillary services, including long distance telephone, photocopying, messenger service, computerized research and database management, mailing, outgoing facsimile transmissions, express delivery, overtime secretarial charges specifically related to the matter, and other expenses. To reflect costs associated with providing telephone and computerized research services, we bill clients an amount in excess of our direct out-of-pocket expenses for such services. A summary of the manner in which we currently bill for ancillary services can be obtained from the attorney in charge of the matter. In addition, the firm bills clients for disbursements incurred by the firm on the client's behalf. By way of example, disbursements typically include travel expenses, court stenographer's fees, filing and other fees, and bills rendered to the firm by third-party providers of services. Bills for these charges are often transmitted directly to the client for payment and it is expected that these bills will be paid by the client upon receipt.

4. FREQUENCY OF BILLING. Statements for services, other charges and disbursements are generally rendered monthly. However, in certain matters of a transactional nature, the firm may render a statement upon the completion of the transaction or, if the transaction is not completed, at the time work is completed.

5. PAYMENT TERMS. All statements in respect of professional fees, other charges and disbursements are due upon receipt and the firm expects payment in not more than thirty days. The firm's fees do not include any factor for delayed payment by clients, but the firm may impose such a charge in respect of any statement unpaid for more than forty-five days. The firm reserves the right to terminate its services if statements are not paid promptly.

February 1, 2017

DrinkerBiddle&Reath LLP

Statement on Charges for Ancillary Services

This schedule summarizes the manner in which the firm currently determines the amount billed to clients for ancillary services provided by the firm or obtained for the client from outside vendors. The amounts set forth in this schedule, like the rates of our lawyers, change from time to time.

Expense Description	Basis of Charges	Current Charge	Client Bill Presentation
<u>MAIL/DELIVERY</u>			
Federal Express Delivery Services	Per Delivery	Invoice Amount	Federal Express
Other Express Delivery Services	Per Delivery	Invoice Amount	Express Delivery Service
Outside Delivery	Per Invoice	Invoice Amount	Delivery Service Charge
<u>COPIES</u>			
Network Copies	Per Page	\$.08 over 1000 copies	Network Print
		\$.10 under 1000 copies	Network Print
Photocopy	Per Page	\$.15	Duplicating
Color Copies	Per Page	\$ 1.00	Duplicating - Color Copies
Document Binding	Per Booklet	Up to \$1.00	Bindery
Photocopy (Outside Service)	Per Invoice	Invoice Amount	Outside Photocopying Service
<u>COMMUNICATIONS</u>			
Fax:			
Incoming	--	No Charge	Fax Charges
Outgoing	Per Page	\$ 1.00	
Postage	Destination	Amount Over \$2.00	Postage

Expense Description	Basis of Charges	Current Charge	Client Bill Presentation
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RESEARCH/DATA MANAGEMENT

Lexis/Nexis & Westlaw Online Data Bases	Per Hour/Search	Published Rates less 50%	Computer Assisted Research
Other Online Usage (Dialog etc.)	Per Hour/Search	Information Cost	Computer Assisted Research
Computer Usage (Litigation Support)	Per Hour	\$115.00/\$185.00	Database Service
Reports, Searches, Certificates	Per Invoice	Invoice Amount	Searches
Filing, Recordation Fees	Per Invoice	Invoice Amount	Filing/Other Fees
Depositions, Transcripts, Service of Process	Per Invoice	Invoice Amount	Depos., Transc., Service
Computer Tax Preparation	Per Return	\$50.00	Computax

TRAVEL

Travel – Non Auto	Per Invoice	Invoice Amount	Travel Expense
Auto:			
Personal or Firm	Per Actual Mile	Rate established by the IRS from time to time	Mileage
Rental	Per Invoice	Invoice Amount	Auto Rental

OTHER

Staff Overtime	Per Hour Transportation	\$39.00 Actual Charge	Non-Atty OT Transportation
Outside Professional Services	Per Invoice	Invoice Amount	Consultant Fees & Exp.
Minute Books	Per Book	Invoice Amount	Corporate Supplies
Other Misc. Cash Costs as incurred on behalf of the client	Per Invoice	Invoice Amount	Other Miscellaneous Expenses