



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



27 Bent

JEFF BRILLHART, P.E.
ACTING COMMISSIONER

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

Bureau of Highway Maintenance
March 26, 2015

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with TNT Electrical Contractor, LLC (Vendor Code #163342) of Laconia, New Hampshire not to exceed \$165,000.00, for electrical services for facilities maintained by the Bureau of Highway Maintenance Districts 1, 2, and 3, effective upon Governor and Council approval, through June 30, 2018. 100% Highway Funds.

Funding is available as follows for FY 2015 and is contingent upon the availability and continued appropriation for FY 2016, FY 2017 and FY 2018:

Table with 5 columns: Description, FY 2015, FY 2016, FY 2017, FY 2018. Rows include contract details for 04-096-096-960515-2073 and 04-096-096-960515-3048.

EXPLANATION

The NHDOT Highway Maintenance Districts 1, 2, and 3 have electrical systems at each of the sixty-four (64) maintenance facilities that may require emergency repairs, alterations and new installations to ensure the systems continue to operate efficiently and in compliance with regulations. This contract will allow for emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids on the Department of Administrative Services, Bureau of Purchase and Property's web site. Nine sealed bids were received and publicly opened on February 5, 2015 (bid results attached). TNT Electrical contractor, LLC was the low bidder to provide the electrical services as required in our proposal for District's 1, 2, and 3. The contract will be effective upon Governor and Council approval, through June 30, 2018. The contract is for a total up to \$165,000.00. The hourly rate and material markup are in keeping with costs experienced in the past.

The contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval to enter into an agreement is respectfully requested.

Sincerely,



David J. Brillhart, P.E.
Acting Commissioner

Subject: Electrical Service and Parts for NHDOT Maintenance Districts 1, 2, and 3 FORM NUMBER P-37 (version 1/09)

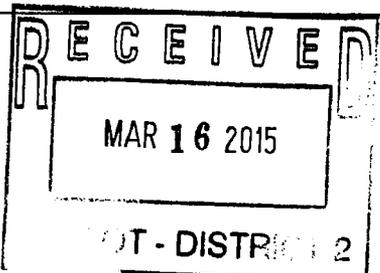
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOT Highway Maintenance		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name TNT Electrical Contractor, LLC		1.4 Contractor Address 371 White Oaks Road, Laconia, NH 03246	
1.5 Contractor Phone Number 603-528-5200	1.6 Account Number 2073 & 3048, 500226, CI 48	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$165,000
1.9 Contracting Officer for State Agency Caleb B. Dobbins, P.E., Highway Maintenance Engineer		1.10 State Agency Telephone Number 603-271-2693	
1.11 Contractor Signature <i>Troy Mahoney</i>		1.12 Name and Title of Contractor Signatory Troy Mahoney - Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> . On <u>3/13/15</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] <i>Cynthia K Audia</i>		CYNTHIA K AUDIA Notary Public, New Hampshire My Commission Expires 06/30/2018	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Cynthia Audia</i>			
1.14 State Agency Signature <i>William P. Janelle</i>		1.15 Name and Title of State Agency Signatory William P. Janelle, Director of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>MNW</i> On: <u>3/26/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Electrical Service Bid Summary for 2/5/2015 Bid Opening

District	Fiscal Year	NHLED Lighting, LLC	Norris Davis Electric, Inc.	Interstate Electrical Services Corporation	R&T Electric Incorporated	TNT Electrical Contractor, LLC	MGR Electrical Contracting, Inc.	Ayer Electric, LLC	Green Mountain Communications, Inc.	Harry-O Electrical Corporation
District 1	FY '15	No Bid	\$60.00	\$50.00	No Bid	\$49.50	\$95.00	\$58.00	\$135.00	No Bid
	FY '16		\$65.00	\$50.00		49.50	95.00	\$59.00	\$135.00	
	FY '17		\$75.00	\$55.00		49.50	95.00	\$60.00	\$135.00	
	FY '18		\$80.00	\$55.00		49.50	95.00	\$60.00	\$135.00	
District 2	FY '15	No Bid	No Bid	\$50.00	No Bid	\$48.50	\$95.00	\$58.00	\$135.00	No Bid
	FY '16			\$50.00		\$48.50	\$95.00	\$59.00	\$135.00	
	FY '17			\$55.00		\$48.50	\$95.00	\$60.00	\$135.00	
	FY '18			\$55.00		\$48.50	\$95.00	\$60.00	\$135.00	
District 3	FY '15	No Bid	No Bid	\$50.00	\$53.00	\$47.50	\$80.00	\$58.00	\$135.00	\$60.00
	FY '16			\$50.00	\$54.00	\$47.50	\$80.00	\$59.00	\$135.00	\$62.00
	FY '17			\$55.00	\$55.00	\$47.50	\$80.00	\$60.00	\$135.00	\$64.00
	FY '18			\$55.00	\$56.00	\$47.50	\$80.00	\$60.00	\$135.00	\$65.00

Electrical Service Bid Summary for 2/5/2015 Bid Opening

District	Fiscal Year	NHLED Lighting, LLC	Norris Davis Electric, Inc.	Interstate Electrical Services Corporation	R&T Electric Incorporated	TNT Electrical Contractor, LLC	MGR Electrical Contracting, Inc.	Ayer Electric, LLC	Green Mountain Communications, Inc.	Harry-O Electrical Corporation
District 1	FY '15	No Bid	333.33	400.00	No Bid	404.04	210.53	344.83	148.15	No Bid
	FY '16		153.85	200.00		202.02	105.26	169.49	74.07	
	FY '17		133.33	181.82		202.02	105.26	166.67	74.07	
	FY '18		125.00	181.82		202.02	105.26	166.67	74.07	
TOTAL HOURS /Vendor		0	963.64	963.64	No Bid	1,010.10	526.32	847.65	370.37	No Bid
District 2	FY '15	No Bid	No Bid	400.00	No Bid	412.37	210.53	344.83	148.15	No Bid
	FY '16			200.00		206.19	105.26	169.49	74.07	
	FY '17			181.82		206.19	105.26	166.67	74.07	
	FY '18			181.82		206.19	105.26	166.67	74.07	
TOTAL HOURS /Vendor		0	963.64	963.64		1,030.93	526.32	847.65	370.37	
District 3	FY '15	No Bid	No Bid	400.00	377.36	421.05	250.00	344.83	148.15	333.33
	FY '16			200.00	185.19	210.53	125.00	169.49	74.07	161.29
	FY '17			181.82	181.82	210.53	125.00	166.67	74.07	156.25
	FY '18			181.82	178.57	210.53	125.00	166.67	74.07	153.85
TOTAL HOURS /Vendor			963.64	922.93	1,052.63	625.00	847.65	370.37	804.72	

(Based on \$20,000.00 per District, FY'15; \$10,000.00 per District Remaining FY's)

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

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

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

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

Contractor Initials 
Date 3-17-13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A – SCOPE OF SERVICES

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Perform maintenance and emergency repairs to the electrical systems at each of the maintenance facilities within a District, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the affected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
2. The CONTRACTOR shall meet with the designated Bureau of Highway Maintenance District contact or designee for repairs, alterations and new installations to the electrical systems for the appropriate District, as directed by the DEPARTMENT. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
3. All work specified in No. 1 and 2 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at fifteen (15) percent over the direct cost paid by the CONTRACTOR.

If the purchaser procures materials by any method, which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier as determined by the DEPARTMENT. No markup except for actual costs incurred in the handling of such materials will be permitted.

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment will not exceed the price paid by the purchaser for similar materials furnished from said source or the current wholesale price for such materials delivered to the job site, whichever is lower.

If, in the opinion of the DEPARTMENT, the cost of such materials is excessive, then the cost of such material will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. If the CONTRACTOR does not furnish satisfactory evidence of the cost of such materials from the actual supplier, the cost will then be determined in accordance with this paragraph.

Initials: 
Date: 3-13-15

The CONTRACTOR shall submit invoices for work performed to the address of the appropriate District, below.

District 1:

**District Engineer
State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 1
641 Main Street
Lancaster, NH 03584
788-4641**

District 2:

**District Engineer Alan Hanscom, PE
State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 2
8 Eastman Hill Road
Enfield, NH 03748
448-2654**

District 3:

**District Engineer Mark Morrill, PE
State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 3
2 Sawmill Road
Gilford, NH 03249
524-6667**

Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to the appropriate District Engineer. Examples of valid reasons are:

- a. Part(s) unavailable with explanation why.
- b. Repair is ongoing and requires additional time to complete.
- c. Parts and Labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Initials: 

Date: 3-13-15

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

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.
- d. And any other information to justify the request for non-compliance of the 48-hour provision.

The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

Initials: 
Date: 3-13-15

EXHIBIT B – CONTRACT PAYMENTS

COMPENSATION:

In accordance with the advertisement of the DEPARTMENT'S invitation for proposals for the project herein before named, and in conformity with the specifications on file in the offices of the DEPARTMENT, I/We hereby certify that I Am / We Are the only person or persons, interested in this proposal as principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the specifications and of the site of the work; and propose to furnish all necessary machinery, equipment, tools, and labor; and to furnish all materials specified in the manner and at the time prescribed at the following prices.

The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period:

DISTRICT 1:

Fiscal Year 2015: forty-nine dollars and fifty cents per hour (\$49.50 per hour).

Fiscal Year 2016: forty-nine dollars and fifty cents per hour (\$49.50 per hour).

Fiscal Year 2017: forty-nine dollars and fifty cents per hour (\$49.50 per hour).

Fiscal Year 2018: forty-nine dollars and fifty cents per hour (\$49.50 per hour).

DISTRICT 2:

Fiscal Year 2015: forty-eight dollars and fifty cents per hour (\$48.50 per hour).

Fiscal Year 2016: forty-eight dollars and fifty cents per hour (\$48.50 per hour).

Fiscal Year 2017: forty-eight dollars and fifty cents per hour (\$48.50 per hour).

Fiscal Year 2018: forty-eight dollars and fifty cents per hour (\$48.50 per hour).

DISTRICT 3:

Fiscal Year 2015: forty-seven dollars and fifty cents per hour (\$47.50 per hour).

Fiscal Year 2016: forty-seven dollars and fifty cents per hour (\$47.50 per hour).

Fiscal Year 2017: forty-seven dollars and fifty cents per hour (\$47.50 per hour).

Fiscal Year 2018: forty-seven dollars and fifty cents per hour (\$47.50 per hour).

Initials: 
Date: 3-13-15

The CONTRACTOR agrees to supply repair parts at a fixed percentage of fifteen percent (15%) as outlined in EXHIBIT A.

The total contract price shall not exceed one hundred, sixty-five thousand dollars and no cents (\$165,000.00).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

The DEPARTMENT shall make payments out of the following account numbers:

04-096-096-960515-2073-500226 Contract Maintenance Buildings and Grounds

04-096-096-960515-3048-500226 Contract Maintenance Buildings and Grounds

The payment by the State of the contract price, and any repair materials as outlined in EXHIBIT A, 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.

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.

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.

Initials: 
Date: 3-13-15

EXHIBIT C

No special provisions

Initials: 
Date: 3-13-15

**EXHIBIT D - DISTRICTS 1, 2, and
3 MAINTENANCE FACILITIES**

District 1

Patrol Shed	Town	Physical Address	Directions
101	PITTSBURG, LOWER	1055 South Main St., Pittsburg, NH 03592	Pittsburg, Lower Garage - On US 3 - 7.5 miles north of West Stewartstown Village
101	PITTSBURG, UPPER	2947 North Main St., Pittsburg, NH 03592	Pittsburg, Upper Garage - On US3 - 6.44 miles north of Jct. NH 145
102	COLUMBIA	8 Grant Rd., Columbia, NH 03578	Columbia - On US 3 - 9.8 miles north of North Stratford Village
103	DIXVILLE	4 Golf Links Road, Dixville, NH	Dixville - Off NH 26 - Behind the Balsams Hotel
103	ERROL	143 Dam Rd., Errol, NH 03579	Errol - Off NH 16 - 0.25 mile north of east Jct. NH 26
104	GROVETON	116 Brown Road, Groveton, NH 03582	Groveton - On Brown Road - 0.6 miles from US 3
106	WEST MILAN	180 Spruceville Rd., West Milan, NH 03588	W. Milan - Off Spruceville Road (just west of and opposite NH 110-A) - 1 mile from NH 110
106	MILAN	32 State Garage Rd., Milan, NH 03588	Milan - On NH 16 - 2.1 miles north of Milan Village
107	LANCASTER	647B Main St., Lancaster, NH 03584	Lancaster Patrol Shed - rear of Office
107	WHITEFIELD	24 Foster Drive, Whitefield, NH 03598	Whitefield Patrol Shed - On US 3 - 0.5 mile south of Jct. NH 116
108	JEFFERSON	160 Stag Hollow Rd., Jefferson, NH 03583	Jefferson - On Stag Hollow Road (0.9 mile south of US 2) - To end of road, approx. 1 mile
109	GORHAM	1 Morin Drive, Gorham, NH 03581	Gorham - On US 2 - 1.3 miles west of Jct. NH 16 (at foot of Gorham Hill)
111	DALTON	300 Dalton Rd., Dalton, NH 03598	Dalton Shed - On NH-135 (Dalton Rd) - north side of Union Rd
111	LITTLETON	201 Dells Road, Littleton, NH 03581	Littleton - On Dells Road - 0.1 mile from US 302 (from I-93 Exit 42)
112	CRAWFORD	3997 Route 302 East, Carroll, NH 03595	Crawford - On US 302 - 7.6 miles east of Jct. US 3
112	TWIN MT. SHED	500 Dartmouth College Highway, Twin Mt., NH 03595	Twin Mt. - On US 302 - 1.0 mile west of Jct. US 3
113	BARTLETT	88 Route 302, Bartlett, NH 03812	Glen - On US 302 - 0.5 mile west of Jct. NH 16
113	PINKHAM	469 Route 16, Pinkham's Grant, NH 03561	Pinkham - On NH 16 - 10 miles north of Jackson Village (just north of AMC camp)
114	LISBON	233 South Main St., Lisbon, NH 03585	Lisbon - On US 302 in Lisbon Village (south end)
115	LINCOLN	65 Old Airport Road, Lincoln, NH 03251	Lincoln - Off Connector Rd. - 500 feet from US 3 (at Clarks Trading Post, cross bridge and turn onto Burndy Drive, bear left to end of road)
116	FRANCONIA	1157 Profile Road, Franconia, NH 03580	Franconia Shed - on NH 18 - 0.6 mile south from I-93 Exit 37
124	BUTTERHILL	327 Butterhill Road, Franconia, NH 03580	Franconia (Butterhill) - on NH 141 - 0.4 mile west from I-93 Exit 36
125	LITTLETON	201 Dells Road, Littleton, NH 03581	Littleton - On Dells Road - 0.1 mile from US 302 (from I-93 Exit 42)
125	MONROE	50 State Garage Road, Monroe, NH 03771	Monroe - On NH-135 - 12 miles from the intersection of NH-18
MECH	LANC. SATELITE GARAGE	647A Main St., Lancaster, NH 03584	Lancaster Mechanical Garage - rear of Office
MECH	TWIN SATELITE GARAGE	502 Dartmouth College Highway, Twin Mt., NH 03585	Twin Mt. - On US 302 - 1.0 mile west of Jct. US 3 and up the hill
OFFICE	LANCASTER OFFICE	641 Main St., Lancaster, NH 03584	Lancaster Office - On US 3 - 2.5 miles north of north Jct. US 2

Initials: 

Date: 3-13-15

NH Department of Transportation

Maintenance Facility Locations

District 2

Patrol	Town	Location	Street Address	Zip Code	Shed Phone #'s
201	Orford	East side of Rte. 10 – 1.76 miles north of Conn. River Bridge to Fairlee Vt., or 2.74 miles south of Piermont Vt	946 NH Route 10	03777	353-4530
201A	Lyme	West side of High Street, which is accessed from NH 10 about 0.6 miles north of Lyme Common, the church and the cemetery.	High Street	03768	" "
202	Wentworth	South side of a town road, which is just north of Warren Vt. Patrol section is approx. 0.6 miles from Rte. 25	465 East Side Drive	03282	764-5568
203	Rumney	Old Rte. 25, 3 miles east of jct. of Rte. 118, or 4.2 miles west of the Plymouth Vt	43 Old N. Groton Road	03266	786-9935
204	North Haverhill	West side of Rte. 10 – 2.1 miles north of jct. of Rte. 116, or 6.42 miles north of Piermont Vt	3375 Dartmouth College Hwy	03774	787-6332
205	Canaan	On the east side of Rte. 118 – 2.54 miles north of intersection of Rte. 4	490 NH Route 118	03741	523-4541
206	Bristol	South side of Rte. 104 – 1 mile east of jct. of 3A in Bristol Square, or 3.45 miles west of New Hampton Vt	84 Ayers Island Road	03222	744-3050
207	Lebanon	East side of Etna Road – approx. 1.1 miles from jct. of Rte. 120	138 Etna Road	03766	448-1349
207-A	Grafton	Springfield / Grafton townline, East side of NH Route 4A, located at the intersection with Hardy Hill Road	NH Route 4A	03240	" "
210	Andover	South side of Rte. 11 – 0.9 miles east of jct. of 4 & 11, or 5.6 miles west of the Franklin Vt	17 Switch Road	03216	735-5196
211	Franklin	East side of Rte 127 – 0.3 miles west of jct. With Rte. 3, or 3.2 miles east of Sallsbury Vt	38 Salisbury Road	03235	934-5221
212	Cornish	On the north side of the Stage & Town-House Road – 1.2 miles west of Rte. 120, or 3.6 miles east of Rte. 12A	220 Stage & Townhouse Rd.	03745	675-2450
213	Sunapee	On east side of 103 – at the intersection of Rte. 103 & 11	8 Post Office Road	03782	863-1140
214	New London	East side of Grantham-Springfield Road, on the Dump Road, which is 1.1 mile from Main Street or 0.6 miles south of the Springfield Vt	63 Dump Road	03257	526-6409
215	Lempster	On the east side of Rte. 10 – 1.8 miles north of Marlow Vt, or 2.2 miles south of the jct. of 2nd NH Turnpike	390 US Route 10	03605	863-1577
215A	Unity	On the north side of 2nd NH Turnpike about 0.85 miles east of the Sullivan County Complex, or about 5 miles west of Claremont	2nd NH Turnpike	03743	" "
213-A	Newbury	On Old Rte. 103 approx. 2.0 miles north of Bradford Vt on the west, or 2.9 miles south of jct. of 103A	201 Village Road	03255	863-1140
224	Enfield	Exit 16, I89	8 Eastman Hill Road	03748	448-1057
Office	Enfield	Exit 16, I89	8 Eastman Hill Road	03748	448-2654

Initials: 
 Date: 3-13-15

District 3

Patrol	Town	Location	Street Address	Zip Code	Shed Phone #'s
301	Conway	1.0 mile south of Rt 16 and Rt 113 Intersection	608 Eaton Road (NH 153)	03818	603-447-1217
302	Tamworth	On Rt 16 1.5 miles South of Chocorua Village	493 White Mountain Highway	03886	603-323-7788
303	Freedom	Off Rt 153, 2.0 miles north of Rt 25	18 State Garage Highway	03836	603-539-4551
305	Moultonborough	220 Highland Road (Rt 109) approximately 1.0 mile north of Jct. Rt 25	220 Holland Road	03254	603-476-5777
308	Ashland Welder Shop	North Ashland Road, .25 mile north of Rt 3 (take Rt 3 north off I-93, Exit 24)	42 North Ashland Road	03217	603-968-3342
309	Meredith	Off Parade Road, 0.4 mile north of Jct Parade Road and Pease Oak Hill Road	142 Parade Road (NH 106)	03253	603-279-6943
310	Moultonborough Warehouse	2.0 miles east of the Intersection of Rt 25 & Moultonborough Neck Road	710 Whittier Highway	03254	603-253-4939
311	Tuftonboro	Rt. 109A, 1.0 mile southeast of Jct. Rt. 109 & Rt. 109A	328 Middle Road	03816	603-544-8391
312	Wakefield	Rt. 153, approximately 1.0 mile south of Rt. 109	1540 Wakefield Road	03872	603-522-3621
313	Tilton	Off Rt. 140, 2.3 miles west of Rt. 106	427 Depot Road	03220	603-267-7920
314	Belmont	Off Rt. 106, 0.5 mile north of Jct. Rt. 106 & Rt. 140	10 Brown Hill Road	03220	603-267-6501
314	Belmont- Salt Shed	Off Rt. 106, 0.5 mile north of Jct. Rt. 106 & Rt. 140	86 Brown Hill Road	03220	603-267-6501
315	Alton	Rt. 28, 0.25 mile north of Alton Traffic Circle	DOT 3 Road	03809	603-875-2050
316	Loudon	Rt. 106, 2.0 miles north of Jct. Rt. 106 & Rt. 129	1013 Route 106 North	03301	603-783-4219
324	New Hampton	Off Rt. 104, .13 mile east of New Hampton I-93, Exit 23	42 DOT Drive	03256	603-744-8059
325	Thornton	Off Rt. 3, 0.5 mile north of Thornton I-93, Exit 29	RR1 Box 916H Laundromat Road	03223	603-726-8983
Chatham Building	Chatham	0.1 mile from Rt 113B	Butler Hill Road	03813	603-419-0801
DO3 Office	Gilford	From Bypass to Rt 11A exit, go east on Rt 11A to Jct. with Sawmill Rd, left at traffic lights	2 Sawmill Road	03249	803-524-8667

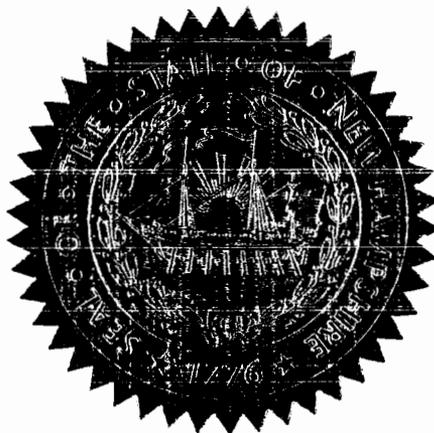
Initials: 

Date: 5-13-15

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 TNT Electrical Contractor, LLC is a New Hampshire limited liability company formed on February 9, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



TNT Electrical Contractor, LLC
371 White Oaks Road
Laconia, NH 03246
603-528-5200 office/fax
603-455-4217 cell

www.tntelectricalcontractor.com

CERTIFICATE OF AUTHORITY

To Whom It May Concern:

Tammie Mahoney and Troy Mahoney are Member Owners of TNT Electrical Contractor, LLC. Either Tammie Mahoney or Troy Mahoney have full authorization to sign for TNT in any capacity without the authorization of the other.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that either have full authority to bind TNT Electrical Contractor, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant such authority.


SIGNED: Tammie Mahoney

3-13-15
DATE

State of New Hampshire, County of Belknap

On this 13th day of March 2015, before me, Tammie Mahoney, the undersigned member, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



MARK P. MORRILL, Notary Public
My Commission Expires March 17, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2015

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Janice Bagley, CIC
	PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: jbagley@crossagency.com
INSURED TNT ELECTRICAL CONTRACTOR LLC 371 WHITE OAKS ROAD LACONIA NH 03246	INSURER(S) AFFORDING COVERAGE
	INSURER A: Acadia Insurance Group, LLC NAIC # 31325
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL14121225255 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOA5121728-11	12/13/2014	12/13/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA5121729-11	12/13/2014	12/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorists Liability \$ 1,000,000
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUA5121730-11	12/13/2014	12/13/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
DED RETENTION \$							
A	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"/> Y N/A	WCA5121731-12	12/13/2014	12/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tammie Mahoney and Troy Mahoney are excluded members for workers compensation coverage.

Re: Districts 1, 2 and 3

CERTIFICATE HOLDER NHDOT-Highway Maintenance 7 Hazen Drive Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Bagley, CIC/JB8 <i>Janice Bagley</i>