



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Mechanical Services
October 16, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Consolidated Utility Equipment Service Incorporated. (Vendor 163127), Amherst NH, on the basis of a single bid of \$43,450.95 for providing Yard Crane Inspection, repair, scheduled service and unscheduled emergency parts and repair, effective upon Governor and Council approval through June 30, 2015. 94% Highway Funds, 4% Intra-Agency Transfers, 2% Agency Income.

Funding is available as follows:

04-96-96-960515-3005	<u>FY 2014</u>	<u>FY 2015</u>
Mechanical Services		
024--500225 Contract Repairs; Machine-Equip	\$20,171.25	\$23,279.70

EXPLANATION

The service contract is necessary to perform inspections, repairs and service to the Department's Yard Cranes.

The Department of Transportation, Bureau of Mechanical Services currently owns five (5) Yard Crane vehicles that are used for Lifting and setting of truck bodies, sanders and plow components as well as various other functions. The yard cranes require yearly safety inspections, repair and maintenance. Once the inspection is completed, the Bureau is provided an explanation of repairs and maintenance needed, and the associated costs.

Invitation for bids was solicited in the Union Leader, Manchester, NH, for three days, June 24, 25 and 26, 2013. The bid opening date was July 2, 2013. One bid was received from Consolidated Utility Equipment Service Incorporated. The contract amount of \$43,450.95 includes the inspection fee and labor estimated from the past contract period. Consolidated Utility Equipment Service Incorporated bid of \$43,450.95 is reasonable based on previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified 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 Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES
 BID RFB_DOT_13_4 YARD CRANE INSPECTIO REPAIRS & SCHEDULED MAINTENANCE BID TABUL, CN
 BID DUE DATE 7/2/2013 BID TABULATION SUMMARY TIME 1:30 PM

VENDOR CONSOLIDATED UTILITY EQUIPMENT SERVICES INC.

VENDOR	YARD CRANE	SHUTTLE LIFT 7750 - CONCORD NH	QUANTITY OF INSPECTIONS	QUANTITY OF LABOR HOURS	2014 INSPECTION TOTAL	2014 LABOR COST TOTAL	2015 INSPECTION TOTAL	2015 LABOR COST TOTAL	
	2014 INSPECTION / EA.	\$122.25	X	1	=	\$122.25			
	2014 LABOR RATE / HR	\$80.00	X	5	=	\$400.00			
	2015 INSPECTION / EA.	\$743.94	X	1	=		\$743.94		
	2015 LABOR RATE / HR	\$80.00	X	5	=			\$400.00	
	YARD CRANE	SHUTTLE LIFT 5540 - LANCASTER							
	2014 INSPECTION / EA.	\$122.25	X	1	=	\$122.25			
	2014 LABOR RATE / HR	\$80.00	X	10	=	\$800.00			
	2015 INSPECTION / EA.	\$743.94	X	1	=		\$743.94		
	2015 LABOR RATE / HR	\$80.00	X	10	=			\$800.00	
	YARD CRANE	SHUTTLE LIFT 5540 - TWIN MOUNTAIN							
	2014 INSPECTION / EA.	\$122.25	X	1	=	\$122.25			
	2014 LABOR RATE / HR	\$80.00	X	10	=	\$800.00			
	2015 INSPECTION / EA.	\$743.94	X	1	=		\$743.94		
	2015 LABOR RATE / HR	\$80.00	X	10	=			\$800.00	
	YARD CRANE	SILENT HOIST FAY ENFIELD							
	2014 INSPECTION / EA.	\$122.25	X	1	=	\$122.25			
	2014 LABOR RATE / HR	\$80.00	X	17	=	\$1,360.00			
	2015 INSPECTION / EA.	\$743.94	X	1	=		\$743.94		
	2015 LABOR RATE / HR	\$80.00	X	17	=			\$1,360.00	
	YARD CRANE	SILENT HOIST FAY SWANZEY							
	2014 INSPECTION / EA.	\$122.25	X	1	=	\$122.25			
	2014 LABOR RATE / HR	\$80.00	X	15	=	\$1,200.00			
	2015 INSPECTION / EA.	\$743.94	X	1	=		\$743.94		
	2015 LABOR RATE / HR	\$80.00	X	15	=			\$1,200.00	
	BID TOTAL			10 (FY14 & 15)		\$611.25	\$4,560.00	\$3,719.70	\$4,560.00

"BID TOTALS ESTABLISHED LOW BID OFFER"

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICE
 BID RFB_DOT_13_4 YARD CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

CONTRACT VALUE

VENDOR

CONSOLIDATED UTILITY EQUIPMENT SERVICE INC.

	FY2014		FY2015	
Yard Crane Make & Model & Quantity:	INSPECTION (Each)	LABOR (Per unit)	INSPECTION (Each)	LABOR (Per unit)
SHUTTLE LIFT 7750- CONCORD (1)	\$122.25	\$400.00	\$743.94	\$400.00
SHUTTLE LIFT 5540 - LANCASTER (1)	\$122.25	\$800.00	\$743.94	\$800.00
SHUTTLE LIFT 5540 - TWIN MOUNTAIN (1)	\$122.25	\$800.00	\$743.94	\$800.00
SILENT HOIST FAY - ENFIELD (1)	\$122.25	\$1,360.00	\$743.94	\$1,360.00
SILENT HOIST FAY - SWANZEY (1)	\$122.25	\$1,200.00	\$743.94	\$1,200.00
TOTAL UNITS (5)	\$611.25	\$4,560.00	\$3,719.70	\$4,560.00

Assumptions:

1. Estimated parts cost to repair issues discovered during the inspection of the five (5) cranes equals **\$10,000**
2. An amount of **\$5,000** is included in each fiscal year and is intended to cover any unscheduled emergency repairs and required associated parts.
3. Increased cost of 2015 inspections over 2014 inspections are due to adding a system wide hydraulic fluid change recommended by manufacturer to be done every 5 years

Method of Payment:

The Annual Safety Inspection service shall be paid as a unit including all labor to perform the inspection. Parts discovered as needing to be replaced during the annual inspection shall be paid based upon invoice amount charged.
 Labor to perform the repairs shall be paid for by the hourly rate. Prior to any work being completed, the contractor shall provide a written estimate for the proposed work, to be reviewed and approved by department personnel prior to commencement.

Contract Cost:

	FY2014	FY2015
2014 Inspection Fee for 5 Yard Cranes	\$611.25	\$3,719.70
2015 Inspection Fee for 5 Yard Cranes - See Assumption 3, above	\$4,560.00	\$4,560.00
Labor Cost -\$80 x 114 hrs.	\$10,000.00	\$10,000.00
Assumption 1. - Parts cost for repairs of Yard Cranes	\$5,000.00	\$5,000.00
Assumption 2. - Unscheduled Emergency Repairs of Yard Cranes	\$20,171.25	\$23,279.70
Contract Value per fiscal year		

Total contract value (FY2014 + FY2015) equal to P-37

\$43,450.95

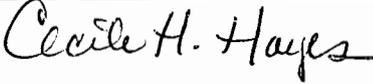
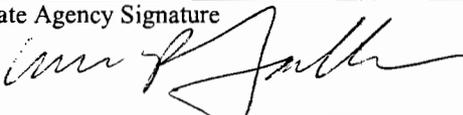
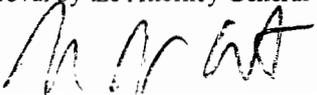
Subject: YARD CRANE, INSPECTION, REPAIRS & SCHEDULED SERVICE

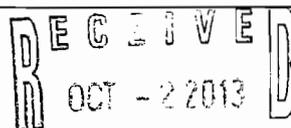
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

NH DOT BUREAU OF MECHANICAL SERVICES		1.1 State Agency Address 33 SMOKEY BEAR BLVD, PO BOX 456, CONCORD, NH 03302	
1.2 Contractor Name Consolidated Utility Equipment Service Incorporated.		1.4 Contractor Address 14 Caldwell drive, Amherst NH 03031	
1.5 Contractor Phone Number 603-889-4071	1.6 Account Number 04-96-96-960515-3005 024--500225 Contract Repairs; Machine-Equip	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$20,171.25 / FY 2014 \$23,279.70 / FY 2015 TOTAL \$ 43,450.95
1.9 Contracting Officer for State Agency Michael P. Walsh II, Assistant Administrator		1.10 State Agency Telephone Number 603-271-3721	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dave Nichols Plant Manager	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>July 11th 2013</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 CECILE H. HAYES, Notary Public My Commission Expires May 23, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William Jewell 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:  On: <u>10/22/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Contractor Initials DW
Date 7/11/13

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.

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Contractor Initials *Jed*
Date *10/2/13*

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

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Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date]

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.

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Contractor Initials *JL*
Date *7/11/13*

NEW HAMPSHIRE GOVERNMENT

REPAIR AUTHORIZATION:

Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Any work done or parts purchased without the written consent of the Bureau of Mechanical Services is prohibited and shall not be paid for.

AIR ESTIMATE APPROVAL PROCESS, LOCATION

- Upon review and approval of the submitted repair estimate by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials. Once the parts arrive, the Contractor shall contact the crane contact person to schedule the repair work.
- In the event that unforeseen additional work is found during repairs and service work, the Contractor shall contact the Bureau of Mechanical Services prior to any additional spending and supply an estimate for the cost for the additional work. Upon review and approval of the submitted repair estimate, by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials to do the approved repairs.

REPAIR TIME:

- General - The successful Contractor shall be required to accomplish the intended service within the quoted time communicated on the submitted repair report. The number of hours or days the unit would be out of service at the crane location for safety inspection compliance repairs or Factory recommended service would be communicated on the "repair estimate and communicated verbally to the crane contact person when scheduling the repair.
- All repair and scheduled maintenance work shall be performed at **the cranes location – see Exhibit B**

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the Contractor shall notify the crane contact person and the Bureau of Mechanical Services.
- The Contractor shall provide an itemized invoice comprised of all parts / supplies stated in the "repair estimate" plus actual cost, (cost billed to the state) to complete authorized repairs. There may be times when the actual labor cost is less than the estimated labor cost.
- In the remote event that a yard crane requires transportation to the Contractor's place of business for repair, NH – DOT shall provide Transportation of the unit. DOT may elect to have the Contractor transport the yard crane if they agree to the transportation price quoted by the Contractor.

REPAIR – POST INSPECTION

After completion of all authorized work, a complete invoice shall be finalized and prepared for billing.

WARRANTY REQUIREMENTS:

Successful Contractor shall be required to warranty all of the parts or components repaired or installed for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

WORK HOURS

Contractor will observe official State holidays. All hours the Contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

Contractor's Initials: Jed

Date: 7/11/13

EXHIBIT B.C. NUJED - OFFER SECTION:

Bidder hereby offers to furnish Yard Crane Inspections, repairs and scheduled Service to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the entire contract.

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #
SHUTTLE LIFT	7750	1	H-707

SERIAL NUMBER # 70290103

YARD CRANE LOCATION: 33 SMOKEY BEAR BLVD CONCORD NH 03103

CRANE CONTACT - TOM MOORE - 603-271-1650

Annual Safety Inspection (Flat Rate Charge)

\$122.25 Ea. x 1 Units = \$122.25
2014 2015

\$743.94
2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$80.00 \$/hr. x 5 Hours* = \$400.00
2014 2015

\$400.00
2015

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #
SHUTTLE LIFT	5540	1	H-706

SERIAL NUMBER # 12240202

YARD CRANE LOCATION: 647 - A MAIN STREET, LANCASTER NH

CRANE CONTACT - MARK CORRIGAN - 603-788-4177

Annual Safety Inspection (Flat Rate Charge)

\$122.25 Ea. x 1 Units = \$122.25
2014 2015

\$743.94
2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$80.00 \$/hr. x 10 Hours* = \$800.00
2014 2015

\$800.00
2015

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #
SHUTTLE LIFT	5540	1	H-731

SERIAL NUMBER # 12230202

YARD CRANE LOCATION: ROUTE 302, TWIN MOUNTAIN NH

CRANE CONTACT - ADAM WHITE - 603-846-5741

Annual Safety Inspection (Flat Rate Charge)

\$122.25 Ea. x \$743.94 Ea. x 1 Units = \$122.25 2014 2015 \$743.94 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$80.00 \$/hr. x \$80.00 \$/hr. x 10 Hours* = \$800.00 2014 2015 \$800.00 2015

Contractor's Initials: *AW*

Date: *7/11/13*

EXHIBIT B CONTINUED - OFFER SECTION:

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #
SILENT HOIST	FAY	1	H-730

SERIAL NUMBER # 16783

YARD CRANE LOCATION: EXIT 16, OFF I-89 ENFIELD NH

CRANE CONTACT - TRAVIS WRIGHT - 603-448-4015

Annual Safety Inspection (Flat Rate Charge)

\$122.25 Ea. x \$743.94 Ea. x 1 Units = \$122.25 2014 2015 \$743.94 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$80.00 \$/hr. x \$80.00 \$/hr. x 17 Hours* = \$1,360.00 2014 2015 \$1,360.00 2015

2015

2014

2015

2015

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #
SILENT HOIST	FAY	1	H-732

SERIAL NUMBER # 17148

YARD CRANE LOCATION: 19 BASE HILL RD, SWANZY NH

CRANE CONTACT - DONALD TARDIFF - 603-352-9102

Annual Safety Inspection (Flat Rate Charge)

\$122.25 Ea. \$743.94 Ea. x 1 Units = \$122.25 2014 \$743.94 2015

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

\$80.00 \$/hr. \$80.00 \$/hr. x 15 Hours* = \$1,200.00 2014 \$1,200.00 2015

BID BASIS -- (Total 2014 & 2015) \$13,450.95

Contractor's Initials:

Date:

EXHIBIT C

YARD CRANE INSPECTION -REPAIRS-SCHEDULED SERVICE

SPECIAL PROVISIONS

There are no special provisions for this contract

Contractor's Initials: Jal
Date: 7/14/13

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 CONSOLIDATED UTILITY EQUIPMENT SERVICE, INCORPORATED is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 16, 1969. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July, A.D. 2013

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

William M. Gardner
Secretary of State



Consolidated Utility Equipment Service

14 Caldwell Dr. Amherst NH 03031
603-889-4071 Fax: 603-886-5909

53 Lebanon Rd. Franklin CT 06254
860-886-7081 Fax: 860-8866546

www.CUESequip.com

Certificate of Vote

I, Dave Nichols, hereby certify that I am the Plant Manager of CUES Inc in Amherst, NH.

I hereby certify the following is a true copy of a vote taken at a meeting of CUES Inc Management team (Amherst, NH) duly called and held on 7/11/13 at which a quorum of the CUES Inc Management Team was present and voting.

Voted:

Management Team

Unanimously agree to enter into a service contract with the State of New Hampshire to provide the service of Inspection and repairs to Yard Cranes for the State of New Hampshire and Alan Morrison to execute all documents related to the service contract.

I hereby certify that said vote has not been amended or repealed and remain in full force and effective as of 7/11/13.

Date: 7/11/13

Attest:

Signature:

A handwritten signature in black ink, appearing to read 'Dave Nichols', is written over a horizontal line.

Dave Nichols

NATIONAL CONTINENTAL
CLEVELAND, OHIO 44101

Date: 10/10/2013

Certificate Holder: State of New Hampshire
Department of Transportation
33 smokey Bear Blvd
PO Box 456
Concord NH 03302

Insured: CONSOLIDATED UTILITY
EQUIPMENT SERVICE INC DBA
14 CALDWELL AVE
AMHERST NH 03031

This is to certify that the insured named above has in force as of the date hereof the following policy or policies:

CNH-000-7111-584-13

Policy Effective Date:

05/08/13

Policy Expiration Date:

05/08/14

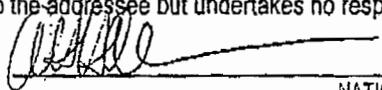
KIND OF INSURANCE	POLICY NO.	LIMITS OF LIABILITY
Automobiles: Garage Liability Bodily Injury Liability Property Damage Liability Medical Payments	SEE ABOVE	750,000 CSL
Uninsured and/or Underinsured Motorist	SEE ABOVE	750,000 CSL

Certificate holder is listed as policy level additional insured.

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies shown above.

In event of any material change in or cancellation of the policy or policies, the company will make every effort to mail 30 days written notice to the addressee but undertakes no responsibility by reason of failure to do so.

Authorized Representative



NATIONAL CONTINENTAL

Producer: FORD INSURANCE AGENCY
INC
2 DOW HIGHWAY
ELIOT ME 03903

DECLARATIONS FOR A GARAGE DEALER
AMENDED

Page 5

3/21/13
9/21/13

Policy No: NH 000-7111-584-3

FORM ONE Named Insured and Address

CONSOLIDATED UTILITY
EQUIPMENT SERVICE INC DBA
14 CALDWELL AVE
AMHERST NH 03031

Producer Name and Address

FORD INSURANCE AGENCY
INC
2 DOW HIGHWAY
ELIOT ME 03903

Producer Code: .100

Broker:

Report Basis: ANNUAL

Policy Period: From 05/08/13 to 05/08/14 at 12:01 A.M. Standard Time at your mailing address shown above.

Insurer Company and Code: 10243 NATIONAL CONTINENTAL INSURANCE COMPANY

Named Insured's Business: 3 SALES/SERVICE OF AERIAL LIFT TRUCKS*NRP* *MAN AI*

Form of Business: CORPORATION * \$0

*This Policy May Be Subject To Final Audit.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION: SEE SCHEDULE ATTACHED

FILINGS

COUNTERSIGNED 09/21/13 BY

EFFECTIVE BINDING, ADDED STATE OF NEW HAMPSHIRE
DEPT OF TRANSPORTATION AS POLICY LEVEL ADDITIONAL INSURED.

A DS 09 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AP 90 24 12 90

THIS ENDORSEMENT IDENTIFIES PERSON(S) OR ORGANIZATIONS WHO ARE ALREADY AN "INSURED" UNDER THE WHO IS AN INSURED PROVISION OF THE POLICY. THIS ENDORSEMENT DOES NOT ALTER COVERAGE PROVIDED IN THE POLICY.

PERSON(S) OR ORGANIZATION(S) IDENTIFIED AS "INSURED(S)"

This endorsement is for use with the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

Each person or organization listed below is an "insured" for LIABILITY COVERAGE, but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of SECTION II - LIABILITY COVERAGE.

(If no entry appears below, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Person(s) or Organizations(s):

STATE OF NEW HAMPSHIRE
 DEPT OF TRANSPORTATION
 0 BOX 456
 INCORD NH 03302

ITEM TWO

Schedule Of Coverages and Covered Autos
 This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. "Autos" are shown as covered autos for a particular coverage by the entry of one more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

Coverages	Covered Autos	Limit
LIABILITY	21	Each "Accident" "Garage Operations" 750,000 "Auto" Only 750,000 Other than "Auto" Only Aggregate - "Garage Operations" 2,250,000 Other than "Auto" Only
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated in Each Personal Injury Protection Endorsement Minus \$ Ded
Added Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated in Each Personal Protection Endorsement
Property Protection Insurance (Michigan Only)		Separately Stated In Each P.P.I. Endorsement Minus \$ Deductible For Each Accident
Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement
Uninsured Motorists	26	750,000 CSL
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		
Garagekeepers Comprehensive Coverage		Separately Stated For Each Location In Item Six
Garagekeepers Specified Causes Of Loss Coverage		
Garagekeepers Collision		
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightening. See Item Seven.
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Seven.
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus \$ Deductible For Each Covered Auto. See Item Seven.
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.

OTHER CHARGES INCLUDED WITH POLICY TOTAL PREMIUM

^A DS 09 03 06

Michael Walsh

From: Gary L. Lonsinger <gary@fordinsurance.com>
Date: Monday, October 14, 2013 4:28 PM
To: Michael Walsh
Cc: Al Morrison
Subject: Consolidated Utility
Attachments: doc01519120131014150917.pdf

Mike,

First off, the policy format is a Garage Policy which is a broader policy than just general liability. It does encompass all the coverage for operations and completed operations and product liability as a general liability, but also includes automobile exposures which are excluded in a general liability policy.

The garage policy provides \$750,000 combined single limit liability for bodily injury and property damage "per accident" and \$2,250,000 annual aggregate for all occurrences for garage operations (this would apply to operations, products and completed operations), and \$750,000 per accident for auto liability with no annual aggregate.

The State's limit requirements are very vague because policies are not written today with a per claim limit and per incident limit. As close as I could relate to these terms would be that "per claim" would relate to the insurance industry's "per accident", but we have nothing that relates to "per incident" other than an "annual aggregate". I did include the policy's liability schedule.

Our agency does not provide the workers compensation for Consolidated, but I do know they have their coverage with MEMIC and will advise them to make sure the workers compensation certificate was sent to you.



Gary L Lonsinger

Ford Insurance Agency, Inc.
2 Harold L Dow Highway
Eliot, Maine 03903 USA
p: 207.439.2500 f: 207.439.6805
www.fordinsurance.com



NH389424

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2013

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 Commercial Lines -- (800) 990-7465 Wells Fargo Special Risks, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	CONTACT NAME: Donna Desharnais PHONE (A/C, No, Ext): 603-559-1360 E-MAIL ADDRESS: donna.desharnais@wellsfargo.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MEMIC Indemnity Company	NAIC # 11030
INSURED Cues, Inc. dba Consolidated Utility Equipment Service 14 Caldwell Drive Amherst, NH 03031	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 6733966**REVISION NUMBER:** See below

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	N/A	3102801682	11/06/2012	11/06/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

States Covered: NH, CT

CERTIFICATE HOLDER
 State of NH DOT Mechanics
 33 Smokey Bear Blvd
 Concord, NH 03301
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

