

J.A.M.

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**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan
Commissioner*

*William Cass, P.E.
Assistant Commissioner*

Bureau of Bridge Maintenance
May 8, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a bid received with Capitol Alarm Systems Inc, (Vendor 177298) in the amount of \$30,000 for Inspection, Testing, Service and Repair of Fire Alarm Systems for the five locations within NHDOT Bureau of Bridge Maintenance from the date of Governor and Council approval from July 1, 2017 through June 30, 2020. 67% Federal funds and 33% Other funds.

Funding is contingent upon availability and continued appropriation of funds for FY 2018, FY 2019 and FY 2020.

04-96-96-960515-3008	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
Bridge Maintenance			
024-500225 Contracted Repairs; Machin-Equip	\$10,000.00	\$10,000.00	\$10,000.00

EXPLANATION

This Contract is necessary for the Inspection, Testing, Service and Repair of Fire Alarm System on our five (5) covered bridges throughout the State as follows:

- Saco River Covered Bridge – Conway
- Cornish-Windsor Covered Bridge – Cornish NH and Windsor, VT
- County Covered Bridge – Hancock – Greenfield
- Honeymoon Covered Bridge – Jackson
- Plymouth Covered Bridge – Plymouth

The Department advertised the work in the Department of Administrative web page, and the Concord Monitor on March 9, 2017 and sent bid information to 4 companies. Three sealed bids

were opened on March 29, 2017. The bids were compared on the basis monitoring experience, exterior alarm experience, linear heat detection, wire experience and years in business.

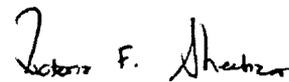
Capitol Alarm Systems, Inc. was the lowest bidder and also had the highest score based on qualifications.

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 Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachment

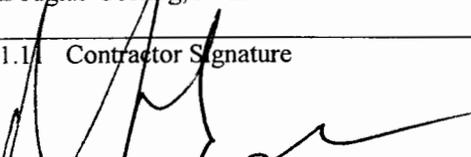
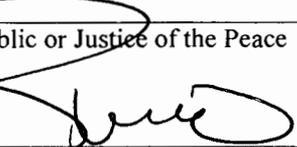
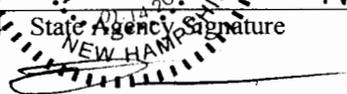
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation - Bridge Maintenance		1.2 State Agency Address 7 Hazen Drive PO BOX 483, Concord NH 03302	
1.3 Contractor Name CAPITAL ALUMINUM SYSTEMS, INC.		1.4 Contractor Address 37 WASHINGTON ST DOWACOME NH 03323	
1.5 Contractor Phone 603-Number 753-4044	1.6 Account Number 04-96-96-960515-3008-024	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Douglas Gosling, Administrator		1.10 State Agency Telephone Number 603-271-3667	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roger G. Law Jr., President	
13 Acknowledgement: State of <u>MA</u> , County of <u>MIDDLESEX</u> On <u>4/12/17</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly R. Lord			
1.14 State Agency Signature  Date: <u>5/12/17</u>		1.15 Name and Title of State Agency Signatory David Rodrigue 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) (if applicable) By: <u>Deanne Martin</u> On: <u>6/14/17</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

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.

Contractor Initials

Date

MC
4/20/17

EXHIBIT "A" – SCOPE OF SERVICES

GENERAL DESCRIPTION: The DEPARTMENT seeks to engage a CONTRACTOR for the purpose of providing annual inspections, maintenance, modifications, and repair of fire alarm detection and communication systems at the following five sites:

1. SACO RIVER COVERED BRIDGE, CONWAY, NH

Location: One-quarter mile north of NH Route 16 on NH Route 153 in Conway Village. The bridge spans the Saco River.

Structural Characteristics: The bridge is 224' 9" long with clear spans of 103' 4" and 95' 4". It has an overall width of 30' 4" with a roadway width of 18' 3" and a maximum vertical clearance of 13' 7".

2. CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VERMONT

Location: West of NH Route 12A, five miles south of Plainfield Village on Cornish Toll Bridge Road. This bridge spans the Connecticut River connecting the towns of Cornish, New Hampshire and Windsor, Vermont.

Structural Characteristics: The bridge is 449' 5" long and consists of two spans of 204' 0". It has an overall width of 24' 0", a roadway width of 19' 6" and a maximum vertical clearance of 12' 9".

3. COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH

Location: One mile east of U.S. Route 202, three and one-half miles west of Greenfield on the Hancock-Greenfield (Forest) Road. It spans the Contoocook River between Hancock and Greenfield.

Structural Characteristics: The bridge is 86' 6" long with a clear span of 81' 6". It has an overall width of 27' 1" and a roadway width of 20' 0" with a maximum vertical clearance of 13' 9".

4. HONEYMOON COVERED BRIDGE, JACKSON, NH

Location: At the intersection of NH Route 16 and 16A on Village Street in Jackson Village spanning the Ellis River.

Structural Characteristics: The bridge is 121' 1" long with a clear span of 103' 0". It has an overall width of 26' 5" with a roadway width of 16' 0" and a maximum vertical clearance of 12' 3".

5. PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH

Location: On Smith Bridge Road over Baker River

Structural Characteristics: The bridge is 176' long with a clear span of 103' 0". It has an overall width of 26' 5" with a roadway width of 16' 0" and a maximum vertical clearance of 12' 3".

Contractor's Initials 
Date 4/27/12

SCOPE OF SERVICES:

Provide all labor, materials, equipment and transportation necessary to perform Annual Inspections, Testing, Monitoring and repair/modifications at each site in accordance with the National Fire Protection Agency's (NFPA) standards 70 – National Electric Code, 70B - Recommended Practice for Electrical Equipment Maintenance, 72 - National Fire Alarm and Signaling Code and also include manufacturer's recommendations for line type heat detection systems.

1. Monitoring:

Alarm monitoring shall consist of 24/7/365 monitoring and dispatching services.

2. Inspection, Testing, and Service:

The following will also be conducted during each annual inspection:

- a) Check electrical wiring for grounds and shorts
- b) Check battery and charger
- c) Check alarm devices
- d) Check digital meter to ensure accurate length of zones
- e) Visual inspection Protectowire linear heat detector
- f) Short out end of line zone box(es)
- g) Cause alarm and verify.

Results of the above inspections and recommendations pertaining thereto shall be forwarded, in writing, within ten (10) days to the Department of Transportation, Bureau of Bridge Maintenance, 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483.

1. Repairs/Modifications:

Promptly perform any repairs or replacement of defective parts found required at said locations upon authorization from the Administrator, Bureau of Bridge Maintenance, State of New Hampshire. Parts necessary for repairs, which do not exceed \$1,000.00 per bridge are authorized without written approval. Parts necessary for repair, which exceed \$1,000.00 per repair, require written approval from the Administrator, Bureau of Bridge Maintenance.

Upon authorization from the Administrator, Bureau of Bridge Maintenance, State of New Hampshire, perform upgrades or modifications to improve alarm system performance or reliability.

Repairs/modifications shall be made using parts that meet or exceed the original manufacturer's requirements.

2. Emergency Repairs:

Perform emergency repairs to the alarm systems at the locations stated on a 24-hour, 7-day a week basis as ordered by the Administrator, Bureau of Bridge Maintenance. In case of an answering

Contractor's Initials
Date


4/21/12

machine, contractor must return call to the agency within (2) two hours.

Upon notification of a deficiency, the contractor will respond to the site within (12) twelve hours and complete the repairs within (48) forty-eight hours of notification.

Parts necessary for repairs, which do not exceed \$1,000.00 per bridge are authorized without written approval. Parts necessary for repair, which exceed \$1,000.00 per repair, require written approval from the Administrator, Bureau of Bridge Maintenance.

Should the contractor be unable to complete the repair within the 48 hour time period, the contractor must request/notify in writing, the Administrator, Bureau of Bridge, Bureau of Bridge Maintenance.

Examples of valid reasons are:

- a) Parts unavailable with explanation why
- b) Repair is ongoing and requires additional time to complete
- c) Parts exceed \$1,000.00 and appropriate Dept. of Transportation personnel were unavailable to authorize
- d) Written notification must include all pertinent information regarding the delayed repair which include:
 - Specified time period until repair can be completed.
 - Devices affected and how it affects system
 - Reasons for delay of repair
 - And any other information to justify the request for non-compliance of the 48 hour provision.

Contractor's Initials

Date

MM
4/21/17

EXHIBIT "B" – COMPENSATION**COMPENSATION**

In full compensation for the work performed under this agreement, the contractor shall be reimbursed as follows:

1. Monitoring Alarm Systems:

Monitoring alarm systems shall be paid at the combined (for all five locations) yearly rate shown on the rate sheet (Exhibit B - 2 of 2). This rate shall be all inclusive (equipment, labor, overhead, profit, expenses, etc) for monitoring the alarm systems at the five locations and communicating as required with fire department, police department, or Bridge Maintenance personnel.

2. Inspection, Testing, and Service:

Yearly inspection, testing, and servicing shall be paid at the individual rate for each location shown on the rate sheet (Exhibit B - 2 of 2). This rate shall be all inclusive (equipment, labor, overhead, profit, travel time, mileage, expenses, etc) necessary for inspecting, testing, and servicing the alarm systems at each of the locations.

3. Repairs/Modifications:

Labor will be reimbursed based on the hours worked on-site at the hourly rates listed on the rate sheet (Exhibit B-2 of 2). The rate shall be a total rate including health and welfare benefits, taxes, insurances, retirement, union benefits, overhead, and profit. Only itemized invoices showing each employee who worked with hour details will be paid. Travel to locations will be reimbursed at labor hourly rates above plus mileage using the applicable the IRS standard mileage rate.

Materials will be paid for at actual cost, including transportation charges paid, to which 15 percent may be added. Only itemized invoices showing a breakdown for parts and costs will be paid. Actual hours of equipment used for repairs or modifications shall be charged at rates established in the latest edition of the "Rental Rate Blue Book for Construction Equipment" published by Dataquest, Inc.

Repairs/Modifications that are instituted during the inspection, testing, and servicing visit will only be reimbursed for the additional time at the labor hourly rate plus material costs.

4. Emergency Repairs:

Emergency work during normal business hours will be reimbursed as indicated for Repairs/Modifications. Labor for work outside regular hours will be reimbursed at a maximum of 1-1/2 times the listed hourly labor rate (this includes, nights weekends, and holidays). This rate shall include all costs including labor.

TIME AND METHOD OF PAYMENT

Payment will be made within thirty (30) days from the date of receipt of invoice. Invoices shall be rendered as work is completed, or monthly.

The maximum contract amount is \$30,000 or \$10,000 per fiscal year. Exact contract amount cannot be determined but will be based on the actual contract usage.

MONITORING, INSPECTION, TESTING, AND SERVICE RATES

- 1. The CONTRACTOR agrees to provide the monitoring services for all five listed locations inclusive of all costs for a yearly rate of:

Monitoring Services per year:

(\$1,200.00)

- 2. The CONTRACTOR agrees to provide the inspection, testing, and service at each of the five listed locations inclusive of all costs for yearly rates as follows:

SACO RIVER COVERED BRIDGE, CONWAY, NH

(\$240.00)

CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VT

(\$240.00)

COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH

(\$240.00)

HONEYMOON COVERED BRIDGE, JACKSON, NH

(\$240.00)

PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH

(\$240.00)

- 3. The CONTRACTOR agrees to provide Labor Per Hour For Repairs/Modifications as follows:
*(*hours are estimated for bid basis only, actual hours will be invoiced).*

80 \$/hour x 60* hours = (\$4,800.00)

TOTAL PER YEAR (sum of the above)

(\$ 7,200.00)

Contractor's Initials 
 Date 7/21/19

EXHIBIT "C" – SPECIAL PROVISIONS

1. Upon agreement of both parties additional equipment and/or other facilities belonging to the Department of Transportation may be added to the contract.
2. The State of New Hampshire reserves the right to remove one or more locations from the project at the price quoted in the bid with the remaining locations serviced at the individually quoted prices.
3. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate the contract.
4. Bidders need to have relevant alarm inspection, testing, and service related work experience for a minimum of 5 years and need to provide references for that work.
5. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and work at heights.
6. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Except for emergencies, the work shall occur during normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless otherwise approved by the Department.
7. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.
8. The contractor shall conduct his work activities in a safe manner so as to protect Bureau of Bridge Maintenance personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property.
9. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the contractor's proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2017

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Jennifer Galante	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: jgalante@crossagency.com	
INSURED Capitol Alarm Systems, Inc. 37 Washington Street Penacook NH 03303	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Ins Group	
	INSURER B: Union Insurance Company	25844
	INSURER C: Acadia Ins Co.	31325
	INSURER D: CNA Surety/Western Surety	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 All lines w/bond REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BAPKG0001008	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA009286324	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BAPKG0009907	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	WCA009286424 (3a.) NH All officers included	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Fidelity Bond			70082346	04/19/2017	04/19/2018	Limit 100,000

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

Project: Covered Bridge Statewide

CERTIFICATE HOLDER

CANCELLATION

State of NH, Department of Transportation
Bureau of Bridge
7 Hazen Drive
PO Box 483
Concord, NH 03302

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 Harrison, V.P./JSC 

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CAPITOL Alarm Systems

"Alarming Quality...For Your Protection"

Capitol Alarm Systems, Inc.

Corporate Office
37 Washington Street
Penacook, NH 03303
Phone: 603. 753. 4044
Fax: 603. 753. 4144
www.capitolalarms.com

Other Locations
Newport, NH
Hampton, NH
Lancaster, NH
mell@capitolalarms.com

CAPITOL ALARM SYSTEMS, INC.

Certificate of Vote

I, Douglas W. McGrail, the Corporate Secretary of Capitol Alarm Systems, Inc. do hereby certify that Roger G. Laro, Jr. holds the position of President of in this corporation. I further certify that the following resolutions were duly adopted at a meeting of the Board of Directors of this Corporation duly held on the 21ST of April 2017.

RESOLVED:

That this corporation enter into a contract with the State of New Hampshire Department of Transportation, Bridge Maintenance for Fire Alarm Monitoring, Testing & Maintenance.

RESOLVED:

That the President is authorized on behalf of the Corporation to enter into the said contract with the State of New Hampshire Department of Transportation and to execute any and all documents, agreements, and other instruments and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

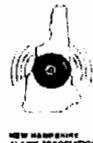
I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 1, 2017 and that Roger G. Laro, Jr. and Douglas W. McGrail are duly elected officers of this Corporation.

ATTEST: Douglas W McGrail
Corporate Secretary

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 1st of June 2017, by Douglas W. McGrail.

Name: [Signature]
Notary Public



Inspection, Testing, Service, and Repair of Covered Bridge Alarm Systems
NHDOT Bureau of Bridge Maintenance
Bid Opening 3/29/2017

Contract includes as-needed, on-call hourly rate services for a total contract amount estimated at \$10,000 per fiscal year x 3 fiscal years = \$30,000

	1	2	3
	Capital Alarm	Total Security	RB Allen
Price (60 points)			
Monitoring	\$1,200.00	\$1,200.00	\$1,800.00
Inspection	\$1,200.00	\$1,937.50	\$3,100.00
Repairs (estimated)	\$4,800.00	\$7,500.00	\$5,700.00
Total	\$7,200.00	\$10,637.50	\$10,600.00
Total Points	60.0	40.6	40.8
Qualifications (40 points maximum)	(Average Values - 2 Reviewers)		
Years in business	5.0	4.0	5.0
Protecto-wire Experience	12.5	4.5	8.5
Covered Bridge/Exterior Experience	11.0	4.5	10.5
Monitoring Experience	4.0	3.0	4.0
Total Points	32.5	16.0	28.0
Overall Score			
Price+Qualifications	92.5	56.6	68.8

Price – 60 points max

- Points = 60 x (Min Bid price/Firm's Bid price)

Qualifications – 40 points max

- Years in business - 5 points max (> 15 years - 5 points, 10-15 years - 4 points, 3-10 years - 2 points, less than 2 years, 1 point)
- Protecto-wire experience – 15 points max (Excellent 10-15 points, Good 5-10 points, Fair/Poor 0-5 points)
- Covered Bridge/Exterior Experience - 15 points max (Excellent 10-15 points, Good 5-10 points, Fair/Poor 0-5 points)
- Monitoring - 5 points max (In-house monitoring 4-5 points, large number with outside subcontractor 3-4, Other 0-3)

Qualifications will be ranked relatively between firms based on the information provided with the bid

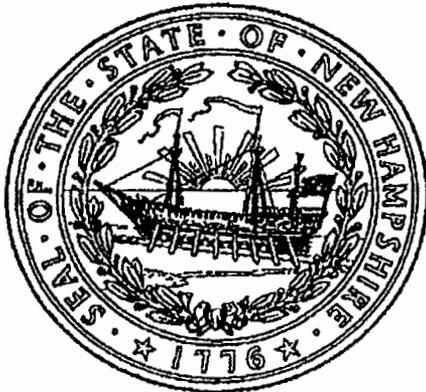
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAPITOL ALARM SYSTEMS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 03, 1987. 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: 121636



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 25th day of April A.D. 2017.

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

William M. Gardner

Secretary of State