



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

Bureau of Mechanical Services  
April 14, 2021

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Hews Company, LLC (Vendor 174040), Bow NH, on the basis of a single bid offer of \$118,230.00 for providing Truck Crane Inspection, repair, scheduled service and unanticipated emergency repairs including associated parts, effective upon Governor and Council approval through June 30, 2023. 5% Other Funds and 95% Highway Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-960515-3005		
Mechanical Services		
024-500225 Contract Repairs; Machine-Equip	\$58,500.00	\$59,730.00

**EXPLANATION**

The service contract is necessary to perform inspections, repairs and service to the Department's Aerial lift trucks.

The Department of Transportation, Bureau of Mechanical Services, currently owns fourteen (14) truck crane vehicles that are used to lift and set signs, traffic signal & lighting work, tree and bridge work as well as various other functions. The truck 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.

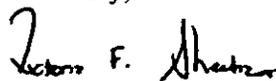
Invitations for bids were solicited on the Department of Administrative Services, Bureau of Purchase and Property website from March 8, 2021 through April 1, 2021. The bid opening date was April 1, 2021; one (1) offer was received. The award was made to Hews Company, LLC based on a single bid offer. The contract amount of \$118,230.00 includes the inspection fee and labor and parts estimated. The previous contract period cost was \$128,920.00. We believe that \$118,230.00 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

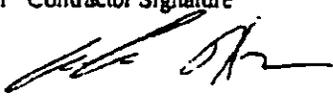
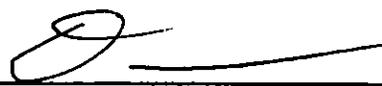
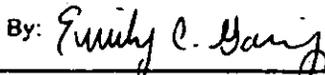
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH DOT – Bureau of mechanical Services		1.2 State Agency Address 33 Smokey bear Blvd, Concord NH 03301	
1.3 Contractor Name  Hews Company LLC		1.4 Contractor Address  4 Ryan Road, Bow NH 03304	
1.5 Contractor Phone Number  603-226-3252	1.6 Account Number 04-96-960515-3005-024-500225 – CONTRACT REPAIRS – MACHINE EQUIPMENT	1.7 Completion Date 6/30/2023	1.8 Price Limitation FY2022 - \$58,500.00 FY2023 - \$59,730.00 TOTAL - \$118,230.00
1.9 Contracting Officer for State Agency Michael P. Walsh II		1.10 State Agency Telephone Number 603-271-1667	
1.11 Contractor Signature   Date: 4/5/2021		1.12 Name and Title of Contractor Signatory  Andrew Hews, Vice President of Operations	
1.13 State Agency Signature   Date: 4/21/21		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 5/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**

**TRUCK CRANE INSPECTION - REPAIRS - SCHEDULED SERVICE**

**SPECIAL PROVISIONS**

There are no special provisions for this contract

Contractor Initials:    AH   

Date:    4-5-21

## EXHIBIT B

### TRUCK CRANE INSPECTION – REPAIRS SCHEDULED SERVICE - SCOPE OF SERVICES

#### PERFORMING SERVICES:

Contractor will perform all services according to the requirements and specifications of this bid.

#### CONTRACTOR QUALIFICATIONS:

Only OSHA & ANSI qualified and competent individuals shall inspect/operate truck cranes

#### ANNUAL INSPECTION – COMPLIANCE STANDARDS

Annual inspections of the Truck Cranes shall be in accordance with

- > OSHA 1926.550, 1910.180, PCS#2, ANSI 830.5 (1968) or most recent revision
- > ANSI/ASME B30.5 (Latest), ASME B30.10 (Latest) or most recent revision

#### TIME FRAME DEFINITIONS:

- FY 2022 - Year 1 = (7/1/2021 - 6/30/2022)
- FY 2023 - Year 2 = (7/1/2022 - 6/30/2023)

#### ANNUAL INSPECTION PROCESS & REQUIREMENTS – TO INCLUDE ADDENDUM CHANGE

Contractor shall provide the following under the annual ANSI / OSHA inspection segment:

**In each year of the 2-year contract, cost to be included in flat rate offer**

- Perform Annual ANSI / OSHA safety inspection for issuance of certificate (sample attached)
- Perform Manufacturers recommended inspection for optimum utilization and safety
- Replacement of all hydraulic filter shall be original equipment manufacturer (OEM), quantity /type to be determined by make/model specified in Exhibit C.
- Replaced hydraulic filters shall be returned to agency in a leak proof container / bag when the truck crane unit is returned to the utilizing agency
- Grease / lubricate all fittings.
- Perform a static load test

#### ANNUAL INSPECTION LOCATION

The annual inspection flat rate offered should be calculated based on the crane inspection being done on the Contractor's premises. NH DOT shall be responsible for the delivery and pick up of the cranes to and from the contractor's premises for the purpose of the annual inspections.

#### ANNUAL SAFETY INSPECTION BY APPOINTMENT

The annual safety inspection shall take place according to Exhibit B scope of services. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the successful Contractor and Crane contact person. It is anticipated that the annual inspections shall occur prior to the expiration of the current ANSI inspection sunset date. The exception to the stated schedule would be if a truck crane needed repairs to pass annual inspection. The additional time needed would be allowed to complete the approved repairs. The Contractor and crane contact person shall schedule the inspection at a time acceptable to both parties

#### ANNUAL SAFETY INSPECTION – EVALUATION OF UNIT

If the truck crane should not pass the annual safety inspection, the Contractor shall document such to the truck crane contact person. The crane portion of the vehicle shall not be utilized until the necessary repairs are made and passing a second inspection is achieved. The truck portion of the vehicle may be used for transportation purposes

#### ANNUAL SAFETY INSPECTION – REQUIRED REPAIRS / STATUS / COMMUNICATION / TIME

Once the annual ANSI / OSHA safety inspection is done and repairs are required, the Bureau of Mechanical Services will be provided a "repair estimate" to include the associated cost for parts and labor to perform the aforementioned work. A copy of the ANSI / OSHA inspection report along with a copy of the repair estimate shall be emailed to mechanical services for review / records. The Contractor shall have up to **(7) seven business days** to submit the specified information from the date of inspection completion. The information shall be emailed to: [Bureau38@dol.state.nh.us](mailto:Bureau38@dol.state.nh.us), attention Jared Cloutier & James Lamora

Contractor Initials: AK

Date: 4-5-21

### REPAIR ESTIMATE COMPONENTS:

Supplied repair estimates shall have the following documentation, at a minimum:

- Customer name & address.
- Mechanical Services Contact person, telephone, fax and email
- Date of inspection, make, model and serial of unit inspected and State vehicle number ("H" number)
- Each job repair on the estimate is broken out to include parts and labor for each job and a priority code as stated below.  
Service Code:
  - ▷ Damaged - Required to pass ANSI inspection. - Imminent Safety - "D"
  - ▷ Normal wear - Factory Recommended service "R"
  - ▷ Good condition - ""
  - ▷ Not Applicable - "N/A"
  - ▷ Lack of maintenance - "L"
- Service Code symbols may vary with successful Contractors standard inspection form.

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.

### REPAIR 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 truck 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 a repair 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.

### AIR TIME:

- General - The Successful Contractor shall be required to accomplish the intended service within the quoted time communicated on the submitted repair estimate. 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 work shall be performed at Contractors repair location unless alternative arrangements are made at the time of the requested repair

### 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 truck 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 truck crane if they agree to the transportation price quoted by the Contractor prior to movement of the crane.

### REPAIR - POST INSPECTION

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

Contractor Initials:   AU  

Date:   4-5-21  

### 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 Initials: AK

Date: 4-5-21

**EXHIBIT C**  
**TRUCK CRANE INSPECTION - REPAIRS - SCHEDULED SERVICE - PAYMENT TERMS**

**REPAIR PARTS - PRICING, QUALITY & MARK UP**

- Parts or materials required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection flat rate charge offered by the Contractor for this service as identified in exhibit B.
- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder not to exceed 25%. A copy of the Contractor's invoice(s) from the Contractor's supplier for purchased parts and materials shall be submitted with the Contractor's invoice for payment.
- Parts and materials that are undefined or unanticipated and not stated in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder of not to exceed 25% plus a written explanation as to the need for the added parts and /or materials. A copy of the Contractor's invoice(s) from their parts supplier for such parts and materials shall be submitted with the Contractor's invoice for payment.
- Freight cost for expedited freight (previously quoted and approved by NH DOT - Mechanical Services) shall be billed at the same price the shipping Contractor charged the Contractor with no additional markup cost
- Unless otherwise specified and authorized at time of repair estimate approval, all parts & components offered by the Contractor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.
- The state reserves the right to request verification of any transaction prior to payment

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the owing information:

- License plate number of the vehicle ["H" number]
- Purchase order number encumbered for the contract
- Part quantity
- Part description
- Part number
- Date of service
- Contract labor rate

Total labor hours and Total due. Invoices shall include copies of "part" support documentation as specified above

**INVOICING - STATUS / COMMUNICATION / TIME**

Once all work is complete and the Truck Crane is accepted back to the State, a copy of the final invoice shall be emailed to Mechanical Services for review. At the address below. The Contractor shall have up to fifteen (15) business days to submit the specified invoice from the date of final work completion to the Bureau of Mechanical Services at the following Email:

Bureau38@dotstate.nh.us attention Diane Rivet, Tel # 603-271-3724.

**ROAD SERVICE - RATES AND CHARGES - SUPPLIED BY BIDDER**

In the case of equipment failure or breakdown, Contractor shall indicate road service rates, to be determined by bidder:

**\$ 1.75      Mile**

**\$ 130.00    Hour**

- These rates are fixed for the term of the contract but not considered in the bid evaluation.
- In the case where the equipment failure or breakdown is found to be from labor or parts provided by the Contractor and is under Contractor's warranty, no road service charges shall be charged.

**NOTE:** The state reserves the right to add or remove Truck Cranes to be inspected, repaired or serviced from the list indicated in Exhibit C, due to the possibility of units being added or removed from service during the contract period

Contractor Initials:    AH   

Date:    4-5-21

#RFB - DOT-2021 06 CONTRACTS FOR: TRUCK CRANE ANSI INSPECTION, MAINTENANCE AND REPAIR

**BID TERMS AND CONDITIONS**

**CONTRACT(S) TERMS AND CONDITIONS:**

Contractor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Contractor. The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Contractor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the Contractor's offer. A sample of the P-37 document is attached for Contractors review.

**CONTRACTOR RESPONSIBILITY:**

The Contractor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of State and will not be returned to the Contractor. Regardless of the Contractors selected, State reserves the right to use any information presented in a bid response. The content of each Contractor's bid shall become public information once a contract(s) has been awarded. Complete bids shall be filled out on original bid format. Contractors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

**LIABILITY:**

The State shall not be held liable for any costs incurred by the Contractor in the preparation of their bid or for work performed prior to contract(s) issuance.

**BID DUE DATE:**

Sealed bids shall be received and deposited in the bid box at the 33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to 11:00 am, prevailing time on 4/1/2021, at which time they will be opened. It shall be the Contractors' responsibility to ensure the bid is deposited as specified. Bids delivered to the bureau by alternative means are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if bids are not deposited in the bid box on or before the specified time and date. Bids received after the time stated for opening bids will not be opened or considered.

- The State is under no obligation to make an award based upon this solicitation; the State, in its discretion, may reject any or all of the submitted bids."
- All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A Contractor's disclosure or distribution of Bids other than to NH DOT - Bureau of mechanical Services may be grounds for disqualification.

**CERTIFICATE OF INSURANCE**

Contractors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

Prior to performing any services for the State, Contractors awarded a contract shall be required to:

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.
- Provide certificate of insurance with the minimum limits required as described above.

Contractor Initials:   AH  

Date:   4-5-21

**IF AWARDED A CONTRACT,** The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 Acknowledgements
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Contractor as confidential.

Any and all information contained in or connected to a bid or proposal that a Contractor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State.

Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Contractors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Contractor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Contractor of the date it plans to release the materials. The State is not obligated to comply with a Contractor's designation regarding confidentiality.

By submitting a bid or proposal, the Contractor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Contractor.

**CONTRACTOR(S) OPPORTUNITY:**

Contractor(s) may also make site visits to any location they chose to bid on if applicable. Contractor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Contractor(s) is familiar with the conditions and requirements of these specifications.

Contractor Initials:   AH  

Date:   4-5-21

**CONTRACTOR CERTIFICATIONS:**

**ALL** Contractors **SHALL** be duly registered as a Contractor authorized to conduct business in the State of New Hampshire. Contractors shall comply with the certifications below at the time of submission and through the term of contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE CONTRACTOR APPLICATION:** Contractor **SHALL** has a completed Contractor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Contractor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Contractor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**CONTRACTOR'S RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page. This request for Bid and any addenda to this bid invitations are advertised / posted at the following web site:

<http://admin.state.nh.us/purchasing/index2.asp>

- It is a prospective Contractor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Contractor(s)'s responsibility to access our website for any posted addendum.
- The website is update several times per day; it is the responsibility of the prospective Contractor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.
- It is the prospective Contractor's responsibility to forward a signed copy of any associated addenda to the Bureau of Mechanical Services along with their bid response.

**OBLIGATIONS & LIABILITY OF THE CONTRACTOR:**

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

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

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

Contractor Initials:    AH

Date: 7-5-21

**INSTRUCTIONS TO CONTRACTOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section.

**BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified.

**"Bid for - TRUCK CRANE INSPECTION & REPAIR" RFP - DOT-2021 - 06 Mechanical Services"**

Addressed or delivered to: **NH - DOT Bureau of Mechanical Services,  
PO Box 483, 33 Smokey Bear Boulevard  
Concord, New Hampshire 03302-0456**

Faxed to: **603-271-1649**

Emailed to: **Bureau38@dot.nh.gov**

Bids shall be received and deposited in the bid box at the **33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services** prior to **11:00 AM EST, prevailing time on 4/1/2021**, at which time they will be opened. It shall be the Contractor's responsibility to ensure the bid is deposited as specified. Bids delivered to the Bureau of Mechanical Services by alternative means, FAX, MAIL, ETC... are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if the bid is not deposited in the bid box by the specific time and date. Bids received after the time for opening bids will not be considered.

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire Department of Transportation, Bureau of Mechanical Services with the service(s) indicated in the "Offer" section of this bid invitation to be requested as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

**CONTRACT TERM:**

Any resulting contract (s) for service shall commence upon approval by Governor and Council for a term of approximately 2 years beginning approximately July 1, 2021 through June 30, 2023; whichever is later

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Contractor a thirty (30) day written notice.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Contractor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Contractor must be received in writing at the Bureau of Mechanical Services no later than 3:30 PM on the (5<sup>th</sup>) fifth business day prior to the date of the bid opening. Questions must be submitted by E-mail to Michael Walsh at the following address: michael.walsh@dot.nh.gov

**SITE VISITATION**

Prior to bidding, it is each Contractor's responsibility to become thoroughly familiar with the intended service. To determine everything necessary to accomplish the service. Contact **Michael Walsh at 603-271-1667** to make an appointment to view the aerial lifts. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

Contractor Initials: AH

Date: 7-5-21

**ADDENDUM:**

Even if it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the Bureau of Mechanical Services will post on the states web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is [www.admin.state.nh.us/purchasing/bids](http://www.admin.state.nh.us/purchasing/bids).

**BID PRICES:**

Bid prices must be in US dollars and must include all costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the Contractor's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.

**BID AWARD:**

The award of the bid will be based upon **THE TOTAL LOW BID MEETING ALL SPECIFICATIONS** from the listing of the items indicated in the "Exhibit C" of this bid invitation. Successful Contractor will not be allowed to require any other type of order, nor will the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of an NH DOT Contract.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Contractors wishing to attend the bid opening: Bid results will be made public after final approval of the contract(s).

**BID OPENING:**

Contractors wishing to attend the bid Opening: Only the names of the Contractors submitting responses and the total bid amount stated will be made public.

**BID RESULTS:**

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

**REQUIREMENTS TO PROVIDE:**

Successful Contractor must be capable of providing the State of New Hampshire, Department of Transportation with their entire requirements of the repair services as required in this bid invitation and any resulting contract without any delay or substitution.

Contractor's location shall be within a 30-mile radius of the address shown below.

**Bureau of Mechanical Services, 33 Smokey Bear Boulevard Concord, New Hampshire 03302-0456**

**ESTIMATED CONTRACT VALUE:**

The annual value of the contract is estimated to be **\$30,000.00** per year. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. The state reserves the right to add or remove aerial lifts to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period. Actual contract value will be dependent upon work required.

**SPECIFICATION COMPLIANCE:**

Contractor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications

**CONTRACTOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Andrew Hews

Contact Person

03-224-6279

Fax Number

603-226-3252

Local Telephone Number

dhews@hewesco.com

E-mail Address

800-234-4397

Toll Free Telephone Number

www.hewesco.com

Company Website

**EXHIBIT C - OFFER SECTION AND PAYMENT TERMS CONTINUED**

Bidder hereby offers to furnish Truck 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.

**INVENTORY, INSPECTION COSTS AND HOURLY RATES:**

MAKE	MODEL	# OF UNITS	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
National	N100	1	2002	# 34504	H 1613	Bridge Maint Twin Mtn Crew #2 Joseph Bobuc TEL # 419-8506
National	N100	1	2002	# 34650	H 1642	Bridge Maint N. Hampton Crew #6 Josrus Grenier Tel #396-4215
National	N100	1	2002	# 34583	H 1644	Bridge Maint Ossipee Crew #8 George Pearce Tel # 396-6557

TOTAL UNITS - 3

Annual Safety Inspection (Flat Rate Charge)

\$300.00	X	3	=	\$900.00
Fy2022 Inspection cost / EA.				Fy2022 Total
\$300.00	X	3	=	\$900.00
Fy2023 Inspection cost / EA.				Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (" hours are estimated for bid basis only, actual hours will be invoiced)</u>				
\$100.00	X	40 HRS.	=	\$4,000.00
Fy2022 Labor Cost / Hr.				Fy2022 Total
\$110.00	X	40 HRS.	=	\$4,400.00
Fy2023 Labor Cost / Hr.				Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>				<b>\$10,200.00</b>

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAB	224EP-3	1	2006	not available	H 1663	Bridge Maint C. Ossipee Crew #3 Christopher Randall TEL # 419-0479
HIAB	224EP-3	1	2006	not available	H 1668	Bridge Maint Epping Crew #11 Justin O'Neil TEL # 396-4216
HIAB	224EP-3	1	2006	not available	H 1680	Bridge Maint Sunapee Crew #4 Jesse Wilcox TEL # 419-0480
HIAB	224EP-3	1	2006	not available	H 1681	Bridge Maint Rumney Crew #10 Darren Hubbard TEL # 419-0482
HIAB	224EP-3	1	2006	not available	H 1684	Bridge Maint Bedford Crew #14 Mike Verville TEL # 419-0484
HIAB	224EP-3	1	2006	not available	H 1614	Bridge Maint Lancaster Crew #11 TBD TEL # 419-0524

TOTAL UNITS - 6

Annual Safety Inspection (Flat Rate Charge)

\$300.00	X	6	=	\$1,800.00
Fy2022 Inspection cost / EA.				Fy2022 Total
\$300.00	X	6	=	\$1,800.00
Fy2023 Inspection cost / EA.				Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (" hours are estimated for bid basis only, actual hours will be invoiced)</u>				
\$100.00	X	60 HRS.	=	\$6,000.00
Fy2022 Labor Cost / Hr.				Fy2022 Total
\$110.00	X	60 HRS.	=	\$6,600.00
Fy2023 Labor Cost / Hr.				Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>				<b>\$16,200.00</b>

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
IMT	900 H 2	1	2007	21092	H400	Bridge Maint Franklin Yard Crew #13 - Jay Navers tel # 419 - 0483

TOTAL UNITS - 1

Annual Safety Inspection (Flat Rate Charge)

\$300.00	X	1	=	\$300.00
Fy2022 Inspection cost / EA.				Fy2022 Total
\$300.00	X	1	=	\$300.00
Fy2023 Inspection cost / EA.				Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (" hours are estimated for bid basis only, actual hours will be invoiced)</u>				
\$100.00	X	5 HRS.	=	\$500.00
Fy2022 Labor Cost / Hr.				Fy2022 Total
\$110.00	X	5 HRS.	=	\$550.00
Fy2023 Labor Cost / Hr.				Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>				<b>\$1,650.00</b>

Contractor Initials: ALH  
Date: 4-5-21

**EXHIBIT B - OFFER SECTION CONTINUED:  
INVENTORY, INSPECTION COSTS AND HOURLY RATES:**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
AT	900 H 2	1	2007	21092	H405	Bridge Maint. Franklin Yard Crew #13 - Jay Nevers tel # 419 - 0463
TOTAL UNITS - 1						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$300.00		X		1	=	\$300.00
Fy2022 Inspection cost / EA.						Fy2022 Total
\$300.00		X		1	=	\$300.00
Fy2023 Inspection cost / EA.						Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$100.00		X		SHRS.	=	\$500.00
Fy2022 Labor Cost / Hr.						Fy2022 Total
\$110.00		X		SHRS.	=	\$550.00
Fy2023 Labor Cost / Hr.						Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>						<b>\$1,650.00</b>

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
PALFINGER	PK26002-EHE	1	2020	#100493923	H509	Bridge Maint. Portsmouth Crew #15 Robert Spinney T 436-1099
TOTAL UNITS - 1						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$300.00		X		1	=	\$300.00
Fy2022 Inspection cost / EA.						Fy2022 Total
\$300.00		X		1	=	\$300.00
Fy2023 Inspection cost / EA.						Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$100.00		X		SHRS.	=	\$500.00
Fy2022 Labor Cost / Hr.						Fy2022 Total
\$110.00		X		SHRS.	=	\$550.00
Fy2023 Labor Cost / Hr.						Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>						<b>\$1,650.00</b>

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAE	252-EP5-VSL -# PRO	1	2018	S/N BL252HP00154	H - 1636	Bridge Maint - Swanzey Crew #7 -Talon Prescott T-419-0481
HIAE	282-EP5-VSL -# PRO	1	2018	S/NBL252HP00041	H - 1639	Bridge Maint - Antrim Crew #7 -Michael Dominique T-419-0481
TOTAL UNITS - 2						
<u>Annual Safety Inspection (Flat Rate Charge)</u>						
\$100.00		X		2	=	\$300.00
Fy2022 Labor Cost / Hr.						Fy2022 Total
\$110.00		X		2	=	\$300.00
Fy2023 Labor Cost / Hr.						Fy2023 Total
<u>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</u>						
\$100.00		X		8 - HRS	=	\$800.00
Fy2022 Labor Cost / Hr.						Fy2022 Total
\$110.00		X		8 - HRS.	=	\$880.00
Fy2023 Labor Cost / Hr.						Fy2023 Total
<b>2 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>						<b>\$2,680.00</b>
<b>2 YEAR TOTAL OF ALL SUBSECTIONS ABOVE</b>						<b>\$34,230.00</b>

Contractor Initials: AW  
Date: 4-5-21

**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 HEWS COMPANY, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on May 03, 2001. 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: J75118

Certificate Number: 0005339930



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Robert E. Hews, certify that I am the duly elected President of Hews Company, LLC, a Maine limited liability company (the "Company").

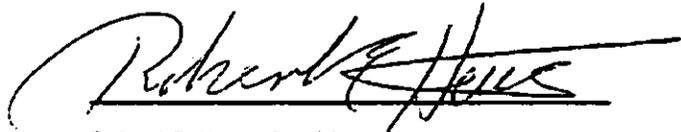
I further certify that the following is a true and correct acknowledgement of actions taken by unanimous written consent of the sole member of the Company on April 05, 2021:

RESOLVED: That the Company enter into a certain Agreement by and between the Company and the State of New Hampshire, acting through the New Hampshire Department of Transportation, Bureau of Mechanical Services (the "NHDOT"), substantially in the form provided to the Member for review and approval (the "NHDOT Agreement"), pursuant to which the Company shall provide the repair services for the NHDOT as set forth in such NHDOT Agreement.

RESOLVED: That Robert E. Hews, as President of the Company, Andrew Hews, as Vice President of Operations of the Company, and any other officer of the Company, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to negotiate, execute and deliver on behalf of the Company, the NHDOT Agreement and such other agreements, instruments, and documents as he may determine to be necessary or desirable to consummate the transactions contemplated by the NHDOT Agreement (the "Ancillary Documents"), all upon such terms and conditions and containing such provisions as shall be deemed acceptable by such officer in his sole discretion, his execution and delivery of the NHDOT Agreement and Ancillary Documents to evidence his approval thereof and authority hereunder and the approval thereof of the Company.

I further certify that said actions have not been amended or repealed and remain in force and are effective as the date set forth below.

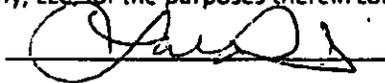
Dated: April 05, 2021



Robert E. Hews, President

STATE OF Maine  
COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 5 day of April, 2021, by Robert E. Hews, being the duly authorized President of Hews Company, LLC, for the purposes therein contained.



Notary Public/Justice of the Peace

My Commission Expires:

LAURA PRALICZ  
Notary Public, Maine  
My Commission Expires April 30, 2024

**HEWS COMPANY, LLC**

(a Maine limited liability company)

**ACTION IN WRITING**

**UNDER**

**MAINE LIMITED LIABILITY COMPANY ACT**

**IN LIEU OF SPECIAL MEETING OF THE SOLE MEMBER**

**April 5, 2021**

The undersigned, being the sole Member (the "Member") of Hews Company, LLC, a Maine limited liability company (the "Company"), in lieu of a special meeting of the Member of the Company, agrees and consents to the adoption of the following resolutions and hereby directs that this written consent be filed with the minutes of the proceedings of the Member of the Company:

**NHDOT Agreement:**

**RESOLVED:** That the Company enter into a certain Agreement by and between the Company and the State of New Hampshire, acting through the New Hampshire Department of Transportation, Bureau of Mechanical Services (the "NHDOT"), substantially in the form provided to the Member for review and approval (the "NHDOT Agreement"), pursuant to which the Company shall provide the repair services for the NHDOT as set forth in such NHDOT Agreement.

**RESOLVED:** That Robert E. Hews, as President of the Company, Andrew Hews, as Vice President of Operations of the Company, and any other officer of the Company, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to negotiate, execute and deliver on behalf of the Company, the NHDOT Agreement and such other agreements, instruments, and documents as he may determine to be necessary or desirable to consummate the transactions contemplated by the NHDOT Agreement (the "Ancillary Documents"), all upon such terms and conditions and containing such provisions as shall be deemed acceptable by such officer in his sole discretion, his execution and delivery of the NHDOT Agreement and Ancillary Documents to evidence his approval thereof and authority hereunder and the approval thereof of the Company.

**General:**

**RESOLVED:** That all actions taken and things done by the Member or any officer of the Company, each acting singly (each, an "Authorized Agent"), in connection with the NHDOT Agreement, as the same appear of record or in the usual course of business to date, and all other actions taken by an Authorized Agent, in good faith and in the reasonable belief that such actions were or would be in the best interests of the Company, are hereby adopted, ratified and confirmed in all respects.

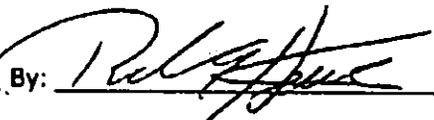
**RESOLVED** That any and all prior actions of the Member or any officer of the Company for and on behalf of the Company, are hereby adopted, ratified and confirmed in all respects.

**RESOLVED:** No further action is taken by this Consent. This Consent may be executed by facsimile signature and a copy or facsimile copy of a signature shall be deemed to be an original signature for all purposes.

**IN WITNESS WHEREOF**, the undersigned, being the Member of the Company, has subscribed its name as the date first written above.

**HCB HOLDINGS, INC.**

**Sole Member**

By: 

**Name: Robert E. Hews**

**Its: Duly Authorized President**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2020

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).

<b>PRODUCER</b> Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401		<b>CONTACT NAME:</b> Judy Cardimino <b>PHONE (A/C No. Ext):</b> (207) 404-5305 <b>E-MAIL ADDRESS:</b> jcardimino@crossagency.com		<b>FAX (A/C No.):</b> 207-942-4678	
<b>INSURED</b> Hews Company, LLC 190 Rumery Street South Portland ME 04106		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Travelers Indemnity Co of America			
		<b>INSURER B:</b> The Charter Oak Fire Ins Co		25615	
		<b>INSURER C:</b> Travelers Property Casualty Company of		25674	
		<b>INSURER D:</b> Maine Employers Mutual Ins Co		11149	
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES** CERTIFICATE NUMBER: CL2092834908 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  GEM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			T-630-0766486A-TIA-20	10/1/2020	10/1/2021	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 - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-07743862-20-CAG	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-7J609564-20-14	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Covered states: ME/NH 5101800888	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Garagekeepers			BA-07743862-20-CAG	10/1/2020	10/1/2021	Limit \$1,000,000 Deductible 500/2500 & 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.  
Covering operations of the named insured during the policy period

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept of Transportation Bureau of Mechanical Services 33 Smokey Bear Blvd Concord, NH 03301	<b>CANCELLATION</b> 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 Judith Cardimino/JCO <i>Judith Cardimino</i>
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STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

BID RFB\_DOT\_2021 - 06 CRANE TRUCK ANSI INSPECTION, MAINTENANCE AND REPAIR

BID DUE DATE 4/1/2021

BID TABULATION

TIME 11:00 AM

VENDOR		Hews													
CRANE TRUCK	NATIONAL N-100	QUANTITY / UNITS		TOTAL	NATIONAL N-100	QUANTITY / UNITS		TOTAL	NATIONAL N-100	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	3	=	\$900.00		X	3	=	\$0.00		X	3	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	3	=	\$900.00		X	3	=	\$0.00		X	3	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	40	=	\$4,000.00		X	40	=	\$0.00		X	40	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	40	=	\$4,400.00		X	40	=	\$0.00		X	40	=	\$0.00
NATIONAL - N100 2022 / 2023 TOTAL				\$10,200.00	NATIONAL - N100 2022 / 2023 TOTAL				\$0.00	NATIONAL - N100 2022 / 2023 TOTAL				\$0.00	
CRANE TRUCK	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL	HIAB - 244EP-3	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	6	=	\$1,800.00		X	6	=	\$0.00		X	6	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	6	=	\$1,800.00		X	6	=	\$0.00		X	6	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	60	=	\$6,000.00		X	60	=	\$0.00		X	60	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	60	=	\$6,600.00		X	60	=	\$0.00		X	60	=	\$0.00
HIAB - 224EP-3 - P 2022 / 2023 TOTAL				\$16,200.00	HIAB - 224EP-3 - P 2022 / 2023 TOTAL				\$0.00	HIAB - 224EP-3 - P 2022 / 2023 TOTAL				\$0.00	
CRANE TRUCK	NATIONAL 656A	QUANTITY / UNITS		TOTAL	IMT - 900 - H2	QUANTITY / UNITS		TOTAL	IMT - 900 - H2	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$0.00		X	1	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$0.00		X	1	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	5	=	\$500.00		X	5	=	\$0.00		X	5	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	5	=	\$550.00		X	5	=	\$0.00		X	5	=	\$0.00
IMT - 900 - H2 2007 2022 / 2023 TOTAL				\$1,850.00	IMT - 900 - H2 2007 2022 / 2023 TOTAL				\$0.00	IMT - 900 - H2 2007 2022 / 2023 TOTAL				\$0.00	
CRANE TRUCK - H - 405	IMT - 900 - H2 2000	QUANTITY / UNITS		TOTAL	IMT - 900 - H2 2000	QUANTITY / UNITS		TOTAL	IMT - 900 - H2 2000	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$399.00		X	1	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$0.00		X	1	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	5	=	\$500.00		X	5	=	\$0.00		X	5	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	5	=	\$550.00		X	5	=	\$0.00		X	5	=	\$0.00
IMT - 900 - H2 2000 2022 / 2023 TOTAL				\$1,850.00	IMT - 900 - H2 2000 2022 / 2023 TOTAL				\$399.00	IMT - 900 - H2 2000 2022 / 2023 TOTAL				\$0.00	
CRANE TRUCK - H - 509	PALFINGER #PK26002 - EHE YEAR 2020	QUANTITY / UNITS		TOTAL	PALFINGER #PK26002 - EHE YEAR 2020	QUANTITY / UNITS		TOTAL	PALFINGER #PK26002 - EHE YEAR 2020	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$399.00		X	1	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	1	=	\$300.00		X	1	=	\$0.00		X	1	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	5	=	\$500.00		X	5	=	\$0.00		X	5	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	5	=	\$550.00		X	5	=	\$0.00		X	5	=	\$0.00
PALFINGER #PK26002 - EHE 2022 / 2023 TOTAL				\$1,850.00	PALFINGER #PK26002 - EHE 2022 / 2023 TOTAL				\$399.00	PALFINGER #PK26002 - EHE 2022 / 2023 TOTAL				\$0.00	
CRANE TRUCK	HIAB 262-EP5 - VSL - HI - PRO - YEAR 2018	QUANTITY / UNITS		TOTAL	HIAB 262-EP5 - VSL - HI - PRO - YEAR 2018	QUANTITY / UNITS		TOTAL	HIAB 262-EP5 - VSL - HI - PRO - YEAR 2018	QUANTITY / UNITS		TOTAL			
2022 INSPECTION / EA.	\$300.00	X	2	=	\$600.00		X	2	=	\$0.00		X	2	=	\$0.00
2023 INSPECTION / EA.	\$300.00	X	2	=	\$600.00		X	2	=	\$0.00		X	2	=	\$0.00
2022 INSPECTION / EA.	\$100.00	X	8	=	\$800.00		X	8	=	\$0.00		X	8	=	\$0.00
2023 INSPECTION / EA.	\$110.00	X	8	=	\$880.00		X	8	=	\$0.00		X	8	=	\$0.00
HIAB 262-EP5 - VSL - HI - PRO 2022 / 2023 TOTAL				\$2,880.00	HIAB 262-EP5 - VSL - HI - PRO 2022 / 2023 TOTAL				\$0.00	HIAB 262-EP5 - VSL - HI - PRO 2022 / 2023 TOTAL				\$0.00	
BID TOTAL				\$34,230.00	BID TOTAL				\$399.00	BID TOTAL				\$0.00	

\*bid totals\* were utilized to evaluate low bid offers