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New Hampshire DOT
Department of Transportation

# THE STATE OF NEW HAMPSHIRE
## DEPARTMENT OF TRANSPORTATION

*Victoria F. Sheehan*
*Commissioner*

*William Cass, P.E.*
*Assistant Commissioner*

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

Bureau of Turnpikes
May 14, 2021

## REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with R.G. Tombs Door Company, LLC, Hooksett, NH (Vendor # 155178) on the basis of a single bid in the amount of $43,900.00 for door maintenance and repair services at facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2023. 100% Turnpike Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2022 and State FY 2023 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

| | FY 2022 | FY 2023 |
|---|---|---|
| 04-96-96-961017-7027<br>Central Turnpike Maintenance<br>048-500226 Contract Repairs Buildings and Grounds | $8,000.00 | $8,000.00 |
| 04-96-96-961017-7032<br>Blue Star Turnpike Maintenance<br>048-500226 Contract Repairs Buildings and Grounds | $7,000.00 | $7,000.00 |
| 04-96-96-961017-7037<br>Spaulding Turnpike Maintenance<br>048-500226 Contract Repairs Buildings and Grounds | $7,000.00 | $6,900.00 |

## EXPLANATION

The Department's Bureau of Turnpikes has identified priority repairs, planned alterations, and new installations of doors to maximize safety and efficiencies. Sixteen (16) locations were identified in the vendor contract. These locations include six (6) maintenance sheds, eight (8) toll facilities, the Seabrook Welcome/Tourist Information Center, the Nashua E-ZPass Walk-in Center, and other locations as needed. Nine of these facilities are occupied 16 to 24 hours a day for collection of tolls and to provide

visitor services at the Seabrook Welcome/Tourist Information Center. This contract will also allow for emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids in the Manchester Union Leader on March 24, 25 and 26, 2021 and on the Bureau of Turnpikes' and Purchase & Property websites from March 24 through April 21, 2021. Invitations to bid were also sent to three bidders who had previously submitted bids. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened. One sealed bid was received and publicly opened on April 21, 2021 (bid results attached). R.G. Tombs Door Company, Inc. was the sole bidder to provide the door and window services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, no sooner than July 1, 2021, and will end on June 30, 2023. The contract is for a total of $43,900.00.

This contract was last bid on April 11, 2018. R.G. Tombs Door Company, Inc. was the sole bidder. This contract is used mainly for repair of the overhead doors at Turnpike maintenance facilities. R.G. Tombs was awarded the contract for $45,560.00 in 2018. The contract total has decreased by 3.6% mainly due to the Percent Markup bid on an estimated $16,000 in repair parts. The markup was reduced from 25% in 2018 to 15% in 2021.

The contract has been approved by the Attorney General as to form and execution. 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 contract is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

**DOOR & WINDOW REPAIR SERVICES CONTRACT**
**BID RESULTS**
**April 21, 2021**

| | **R.G. Tombs Door Company, LLC** |
|---|---|
| Emergency Repair Service | |
| Hourly Rate – Regular Hours | $75.00 |
| **Contract Estimate based on 320 Regular Hours** | **$24,000.00** |
| Hourly Rate – Non-Regular & Holiday Hours | $150.00 |
| **Contract Estimate based on 10 Non Regular Hours** | **$1,500.00** |
| Supply Repair Parts | |
| Percent Markup | 15% |
| **Contract Estimate based on $16,000 dealer costs** | **$18,400.00** |
| | |
| **Total Cost of Contract** | **$43,900.00** |

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<br>Department of Transportation | | 1.2 State Agency Address<br>PO Box 483<br>7 Hazen Drive<br>Concord NH 03302-0483 | |
| 1.3 Contractor Name<br>R.G. Tombs Door Company, LLC | | 1.4 Contractor Address<br>38 West River Road<br>Hooksett NH 03106 | |
| 1.5 Contractor Phone Number<br>603-668-2002 | 1.6 Account Number<br>See Exhibit B, Paragraph 6 | 1.7 Completion Date<br>June 30, 2023 | 1.8 Price Limitation<br>$43,900.00 |
| 1.9 Contracting Officer for State Agency<br>David P. Rodrigue, PE, Director of Operations | | 1.10 State Agency Telephone Number<br>603-271-1486 | |
| 1.11 Contractor Signature<br>Darlene Drechsler Date: 4/30/21 | | 1.12 Name and Title of Contractor Signatory<br>Darlene Drechsler VP | |
| 1.13 State Agency Signature<br>Date: 5/17/21 | | 1.14 Name and Title of State Agency Signatory<br>David Rodrigue<br>Director of Operations | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Emily C. Young On: 6/3/2021 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



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Date 4/30/21

**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.



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**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 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



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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 this 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.



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# EXHIBIT A - SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials and equipment to perform repairs, alterations, and new installations of the doors at each of the sixteen (16) maintenance, welcome center, and toll facilities during normal business hours. Doors can consist of, but not limited to security key punched doors, fire egress doors, handicap doors with openers, standard interior and exterior doors, tollbooth doors, overhead/garage bay doors, sliding doors and safety glass doors. Should specific doors fall outside of the contractor's expertise, subcontractors may be used with a pass through labor cost and standard percentage mark-up on materials as specified in the compensation section as stated below. See the attached location list (Exhibit D).

2. Perform emergency repairs to the doors at each of the sixteen (16) maintenance, welcome center, and toll facilities, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the affected site within twenty-four (24) hours and complete the repairs within forty-eight (48) hours of notification.

3. The CONTRACTOR shall coordinate with the Bureau of Turnpikes Maintenance Mechanic Foreman for repairs, alterations and new installations to the doors at each of the sixteen (16) maintenance, welcome center, and toll facilities, during normal business hours, 7:00 am to 5:00 pm, Monday thru Friday, unless otherwise directed by the DEPARTMENT.

4. Locations can be added or deleted within 30 (thirty) days by notifying the vender via email.

5. The CONTRACTOR shall make recommendations pertaining to the door design that affects the ability of the building to meet the stated goals and objectives of all governing codes and standards and the authority having jurisdiction.

6. The CONTRACTOR shall make service available twenty-four (24) hours per day seven (7) days per week, including holidays. Normal system maintenance shall occur on Monday through Friday between 7:00 AM and 5:00 PM.

7. The CONTRACTOR shall, in performing the maintenance services as described herein, utilize technicians skilled in the service of the described systems. The CONTRACTOR shall have a sufficient number of trained technicians so that all service calls are answered promptly. The CONTRACTOR shall respond to the DEPARTMENT by telephone to all service calls within one (1) hour of report of occurrence. The CONTRACTOR shall physically respond to the site within twenty-four (24) hours after report of occurrence, and shall complete the work within forty-eight (48) hours of notification.



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8. All work specified in Nos. 1 through 4 shall be invoiced at a fixed hourly rate (portal to portal). The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:

    a. Date work was done.
    b. Brief description of work done.
    c. Hourly rate charged and materials.
    d. Location of work per Exhibit D.

9. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.

10. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

11. Invoices shall be sent to:

    State of New Hampshire
    Department of Transportation
    Bureau of Turnpikes
    P.O. Box 2950
    Concord, N.H. 03302-2950
    Or
    DOT-NHTurnpikesAP@dot.nh.gov

12. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to the Bureau's Administrator or authorized representative. Examples of valid reasons are:

    a. Part unavailable with explanation why.
    b. Repair is ongoing and requires additional time to complete.

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

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



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13. The CONTRACTOR shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the CONTRACTOR's cost throughout the duration of the contract. The CONTRACTOR shall provide only replacement parts that are new and have the same quality and brand name that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau of Turnpikes.

14. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.

15. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

16. The CONTRACTOR shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the DEPARTMENT's supervising employee signature thereon.

17. The DEPARTMENT shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the CONTRACTOR of any malfunction in the system(s), which comes to the DEPARTMENT's attention.

## B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.

2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.

3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit F) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.



Contractor's Initials: DD

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## C. COVID-19 IMPACTS

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT A of this Agreement, any such disruption, delay or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any impacts.
If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.
In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1. The service required to be performed under the terms of this Agreement as written;
2. The services actually performed;
3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

## D. WARRANTEES

1. The Contractor shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year.

2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.



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E: OTHER

This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council, but no earlier than July 1, 2021, and shall end on June 30, 2023.



Contractor's Initials: DD

Date: 4/30/21

# EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide priority response for door and window service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 7 AM to 5 PM of: Seventy-Five Dollars and No Cents per hour ($75.00 per hour).

   The above hourly bid rate is calculated for 1 person and a vehicle. Billing for Overhead doors that require 2 people and a vehicle will use the hourly bid rate multiplied by 2 (2 people at $75.00 per hour, each). Invoices should identify the employees on the job.

2. The CONTRACTOR agrees to provide priority response for door and window service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 5 PM to 7 AM, weekends and State Holidays period of: One Hundred Fifty Dollars and No Cents per hour ($150.00 per hour).

   The above hourly bid rate is calculated for 1 person and a vehicle. Billing for Overhead doors that require 2 people and a vehicle will use the hourly bid rate multiplied by 2 (2 people at $150.00 per hour, each). Invoices should identify the employees on the job.

3. The CONTRACTOR agrees to supply repair parts, new doors, and all new related door hardware at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of: Fifteen percent (15%).

4. The total contract prices shall not exceed Forty-Three Thousand Nine Hundred Dollars and no cents ($43,900.00).

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

6. The Department shall make payments out any of the following account numbers:

| | |
|---|---|
| 04-096-096-961017-7022-048-500226 | Administration Contractual Maintenance |
| 04-096-096-961017-7025-048-500226 | Renewal & Replacement Contractual Maintenance |
| 04-096-096-961017-7026-048-500226 | Central Operations Contractual Maintenance |
| 04-096-096-961017-7027-048-500226 | Central Maintenance Contractual Maintenance |
| 04-096-096-961017-7031-048-500226 | Blue Star Operations Contractual Maintenance |
| 04-096-096-961017-7032-048-500226 | Blue Star Maintenance Contractual Maintenance |
| 04-096-096-961017-7036-048-500226 | Spaulding Operations Contractual Maintenance |
| 04-096-096-961017-7037-048-500226 | Spaulding Maintenance Contractual Maintenance |
| 04-096-096-961017-7050-048-500226 | Toll Collection Contractual Maintenance |



Contractor's Initials: DD

Date: 4/30/21

# EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions apply.



Contractor's Initials: DD

Date: 4/30/21

# EXHIBIT D
## BUREAU OF TURNPIKES
## SIXTEEN (16) FACILITIES

| | | |
|---|---|---|
| **Location 1** | **Location 7** | **Location 13** |
| Rochester Toll | Hampton Maintenance Facility | Merrimack Maintenance Facility |
| Spaulding Turnpike | I-95 | 224 Daniel Webster Highway |
| Rochester, NH | Hampton, NH | Merrimack, NH |
| | | |
| **Location 2** | **Location 8** | **Location 14** |
| Rochester Maintenance Facility | Seabrook Welcome Center | Exit 10 Ramp Toll |
| 45 Rte. 16 Connector Rd | I-95 | NB F.E. Everett Turnpike |
| Rochester, NH | Hampton, NH | Merrimack, NH |
| | | |
| **Location 3** | **Location 9** | **Location 15** |
| Dover Toll | Hooksett Main Toll | Nashua Maintenance Facility |
| Spaulding Turnpike | I-93 | 243 Main Dunstable Road |
| Dover, NH | Hooksett, NH | Nashua, NH |
| | | |
| **Location 4** | **Location 10** | **Location 16** |
| Dover Maintenance Facility | Hooksett Ramp Toll | Nashua EZ-Pass DMV Center |
| Exit 9 – Spaulding Turnpike | I-93 Exit 11 | 110 Broad Street |
| Dover, NH | Hooksett, NH | Nashua, NH |
| | | |
| **Location 5** | **Location 11** | |
| Hampton Main Toll | Hooksett Maintenance, Admin Bldg. & Office Trailer | |
| I-95 | 36 Hackett Hill Rd | |
| Hampton, NH | Hooksett, NH | |
| | | |
| **Location 6** | **Location 12** | |
| Hampton Side Toll | Bedford Main Toll | |
| I-95 Exit 2 | F.E. Everett (FEE) Turnpike | |
| Hampton, NH | Bedford, NH | |

DELETING LOCATIONS: Locations can be added or deleted within 30 (thirty) days by notifying the vender via email.



Contractor's Initials: DD

Date: 4/30/21

| POLICY NUMBER: ENV 1 | POLICY NAME: ENVIRONMENTAL POLICY |
|---|---|
| **ADOPTION DATE:** *July 23, 2018* | **LAST UPDATED:** *July 23, 2018* |
| **POLICY APPROVED BY:** *Commissioner, NHDOT* | **SIGNATURE:** |
| **RESPONSIBLE OFFICE:** *Bureau of Environment* | **CONTACT PERSON:** *Administrator, Bureau of Environment* |
| **REQUIREMENTS:** *All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.* | **PROCEDURES AND RESOURCES:** • *This Policy is supported by documents in the Standard Operating System (SOS) Index.* • *State and Federal Environmental Regulations* |

## POLICY STATEMENT

The New Hampshire Department of Transportation's (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

## SCOPE

This policy shall apply to all employees in all organizational units of NHDOT.

## DEFINITIONS

**Cultural and natural environment** (collectively referred to as "environment"): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on *EX 1-1 Form 1 Approved Definitions List*, located on the SOS *Index*.

Initials: DD

Date: 4/30/21

**COMMENTS**

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.

2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.

3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.

4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.

5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.

6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.

7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.

8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.

9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.

10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.

Initials: DD

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11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.

12. The SOS and all documents pertaining to it will be located in the SOS *Index* on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

## REQUIREMENTS

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

Employee Name (printed) _____ Date _____

Employee Signature _____

## AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

| Date | Comments | Name | Title |
|---|---|---|---|
| 7/23/2018 | Original Policy Adopted | Victoria Sheehan | Commissioner |

Initials: DD

Date: 4/30/21

New Hampshire DOT
Department of Transportation

**New Hampshire Department of Transportation**
**BUREAU OF TURNPIKES**
**EXHIBIT F**

# Contractor Safety & Environmental Checklist

Contractor Company Name: R.G. Tombs Door Co. LLC

Date Reviewed: 4/30/21

Project Description: Service work

Contractor Name: Richard Tombs

**Please complete the following Contractor Safety & Environmental Checklist:**

| Reviewed | Not Applicable | Topic: | Contractors Requirements: |
|---|---|---|---|
| ☒ Yes | ☐ N/A | Sign In | All contractors must sign in and out at the main office. |
| ☒ Yes | ☐ N/A | Communication | Contractors must meet with Building Maintenance or other designee to discuss project and checklist. |
| ☒ Yes | ☐ N/A | Smoking | Smoking is not permitted within 50 feet from any building. |
| ☒ Yes | ☐ N/A | Emergency Plans | Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point. |
| ☒ Yes | ☐ N/A | Personal Protective Equipment | Appropriate personal protective equipment must be used when contractors are working. |
| ☒ Yes | ☐ N/A | Contractor Equipment | All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equipment. |
| ☒ Yes | ☐ N/A | Safety Regulations | Comply with all applicable federal, state, and municipal safety regulations. |
| ☒ Yes | ☐ N/A | Environmental Regulations | Comply with all applicable federal, state, and municipal environmental regulations. |
| ☒ Yes | ☐ N/A | Housekeeping | Maintain acceptable housekeeping and material organization around work site. |
| ☒ Yes | ☐ N/A | Chemicals | Copies of SDS must be available on site. |
| ☒ Yes | ☐ N/A | Ladders | May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work. |
| ☐ Yes | ☒ N/A | Scaffolds | Erected in accordance with legislated requirements |
| ☒ Yes | ☐ N/A | Fall Protection | Required when a worker is working at a elevated height of 4 or more feet. |
| ☐ Yes | ☒ N/A | Disposal | Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor. |
| ☒ Yes | ☐ N/A | EMS | The Bureau operates under Environmental Policy ENV 1. |
| ☒ Yes | ☐ N/A | EMS Projects | Reduce energy use, reduce paper usage, and working with contractors. |

Initials: DD

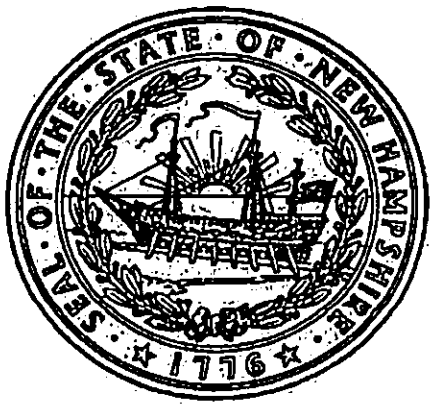
Date: 4/30/21

# 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 R. G. TOMBS DOOR COMPANY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 25, 1978. 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: 20574
Certificate Number: 0005362576




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 May A.D. 2021.

William M. Gardner
Secretary of State

# R.G.TOMBS
DOOR COMPANY, LLC

*Specialist in*
*Aluminum, Aluminum Insulated,*
*Passive & Solar and Fiberglass Doors*

CERTIFICATE OF VOTE

I, Richard K. Tombs hereby certify that I am the duly elected President of R.G. Tombs Door Co. LLC.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the LLC, duly called and held on 4/30/21 at which the quorum of the Board was present and voting.

DULY VOTED

As herby noted per vote of the LLC Board of Directors, Darlene Drechsler with the title of Vice President is authorized to execute on behalf of said LLC all legal contractual documents for the benefit of said New Hampshire LLC.

I hereby certify that said votes have not been amended or repealed, remain in full force and effect as of 4/30/21 and that Darlene Drechsler is Vice President of R.G. Tombs Door Co LLC.

Richard K Tombs, President

DARLENE G. DRECHSLER
MY COMMISSION EXPIRES MAY 16, 2023
NOTARY PUBLIC
NEW HAMPSHIRE

5/16/23
Notary expiration date

38 West River Road, Hooksett, New Hampshire 03106 603-668-2002

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2021

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
THE ROWLEY AGENCY INC.
139 Loudon Road
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Rhonda Noble
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: rnoble@rowleyagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Union Insurance Company | 25844 |
| INSURER B: Acadia Insurance Company | 31325 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
RG Tombs Door Company, LLC
Manchester Overhead Door
38 West River Rd
Hooksett NH 03106

COVERAGES CERTIFICATE NUMBER: 20/21 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 | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 250,000 |
| | | | | CPA516071316 | 7/7/2020 | 7/7/2021 | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | X ALL OWNED AUTOS / X SCHEDULED AUTOS | | | CAA516071616 | 7/7/2020 | 7/7/2021 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Medical payments | $ |
| B | X UMBRELLA LIAB / X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED / RETENTION $ | | | CUA516071716 | 7/7/2020 | 7/7/2021 | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | HIRED CAR PHYSICAL DAMAGE | | | CAA516071616 | 7/7/2020 | 7/7/2021 | Limit of Insurance - $65,000 ACV at the time of loss | |
| | | | | | | | $100 Comp Ded and $500 Coll | Deductibles |

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

RE: Work at 16 maintenance, welcome center, and toll facilities. State of New Hampshire,Dept. of Transportation is included as an additional insured as respects to general, auto and excess liability coverages when required by written contract with the named insured.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Transportation
Bureau of Turnpikes
P.O. Box 483
7 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rhonda Noble/RLN

Rhonda L. Noble

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The ACORD name and logo are registered marks of ACORD

NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

# CERTIFICATE OF INSURANCE

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.

**This is to certify that:** R. G. Tombs Door Company LLC
38 West River Road
Hooksett, NH 03106

**Certificate #:** 196

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

| TYPE OF POLICY | EXP DATE | POLICY NUMBER | LIMIT OF LIABILITY | |
|---|---|---|---|---|
| | ☐ Continuous* | | | |
| | ☐ Extended | | | |
| | ☐ Policy Term | | | |
| Workers' Compensation<br>Any Proprietor/Partner/Executive Officer/Member Excluded?<br>Yes: ☐<br>If yes, describe under Description of Operations below | 01/01/2021-01/01/2022 | P000620NHMTA2021 | Bodily Injury By Accident | $1,000,000 |
| | | | Bodily Injury by Disease Policy Limit | $1,000,000 |
| | | | Bodily Injury by Disease Each Person | $1,000,000 |

Description of Operations:

ADDITIONAL COMMENTS:

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire-Department of Transportation
Bureau of Turnpikes
PO Box 483, 7 Hazen Drive
Concord, NH 033020483

Authorized Representative

| Concord, NH | 603-224-7337 | 05/05/2021 |
|---|---|---|
| Office | Phone Number | Date Issued |