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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Bridge Maintenance
June 13, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a single hourly rate bid with Northeast Integration, LLC (Vendor 259289) North Hampton, NH in the amount of \$75,000 to provide all labor, materials, equipment and transportation necessary to perform programmable logic controller services, for the State of New Hampshire, Department of Transportation for work that includes maintenance, repairs, and system upgrades to control systems for the Sarah Mildred Long Bridge, the Memorial Bridge, and Various Bridges statewide, effective upon Governor and Council approval through June 30, 2026. 68% Highway Funds and 32% Other funds.

Funding is contingent upon the availability and continued appropriation of funds in State Fiscal Year 2024, FY 2025 and FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

| | | | |
|--|----------------|----------------|----------------|
| 04-096-096-960515-5034 | <u>FY 2024</u> | <u>FY 2025</u> | <u>FY 2026</u> |
| Lift Bridge Operations | | | |
| 024-500225 Contract Repairs; Machinery-Equip | \$25,000 | \$25,000 | \$25,000 |

EXPLANATION

This contract is necessary for programmable logic controller (PLC) maintenance, repairs and system upgrades for lift bridges, which are required by Federal law to lift on demand for marine traffic. Failure to raise the bridges expeditiously can result in Coast Guard penalties up to \$25,000 per day. The primary feature of the contract is the ability to respond quickly to the lift bridges when breakdowns occur.

The Department advertised the work on the Department of Administrative Services' web page on May 16, 2023. One sealed bid was opened on May 30, 2023. The Bid was evaluated by two reviewers independently on price and qualifications. The bidder's price is considered reasonable for the work involved. Northeast Integration, LLC has the highly specialized technical expertise to efficiently

respond to emergency repairs on these complex computerized, electro-mechanical systems that operate our moveable bridges.

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

Your approval of this resolution is respectfully requested.

Sincerely,



William Cass
Commissioner

Attachments

RFP DOT 2023-03 Programmable logic Controller Services for Lift Bridges
 NHDOT Bureau of Bridge Maintenance
 Bid Opening 5/30/2023

Contract is for as-needed, on-call hourly rate services estimated at \$25,000 per fiscal year x 3 fiscal years = \$75,000

| Categories | Bidders | | | | |
|---|------------------------------|------------|------------|------------|------------|
| | Northeast Integration LLC | | | | |
| Price - 40 points max | | | | | |
| Weighted Hourly Rate | \$163 | | | | |
| Total Points | 40.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Lift Bridge Experience - 30 points max | *30 | | | | |
| Specific Experience with systems listed in the Scope of Work | *20 | | | | |
| References - 10 points max | | | | | |
| Reference 1 (Bridge) | *4 | | | | |
| Reference 2 (Similar) | *3 | | | | |
| Total Points | *57.0 | | | | |
| Overall Score | | | | | |
| Price+Monitoring+Performance | 97.0 | | | | |

* Average of 2 Reviewers

Price – 40 points max

- Points = 40 x (Weighted Hourly Rate/Lowest Weighted Hourly Rate)

Lift Bridge Experience - 30 points max

- Experience - >15 years 30 points, 10-14 years 25 points, 5-9 years 15 points, <5 years 5 points

Specific Experience with the systems listed in the scope of work

- All systems 18-20 points, Four systems 14-17 points, 3 systems 10-13 points, similar systems 0-12 points (more experience gives higher points in the range)

References -10 points max total

- Lift Bridge References – Excellent 8-10 points, Good 5-7 points, Fair/Poor 0-4 points
- Similar Experience References – Excellent 6-8 points, Good 4-6 points, Fair/Poor 0-3 points

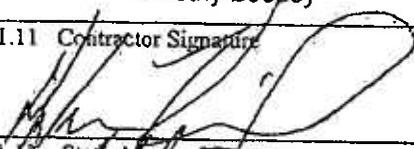
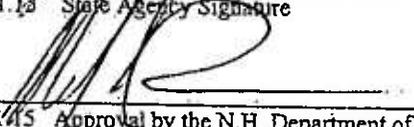
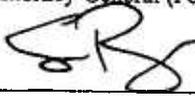
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

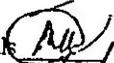
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|----------------------------------|
| 1.1 State Agency Name NH Department of Transportation | | 1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302 | |
| 1.3 Contractor Name Northeast Integration, LLC | | 1.4 Contractor Address 212 Lafayette Road, Unit C North Hampton, NH 03862 | |
| 1.5 Contractor Phone Number 603-294-5988 | 1.6 Account Unit and Class 04-96-96-960515-5034 024-500225 | 1.7 Completion Date June 30, 2026 | 1.8 Price Limitation \$75,000 |
| 1.9 Contracting Officer for State Agency Timothy Boodey | | 1.10 State Agency Telephone Number 603-271-3667 | |
| 1.11 Contractor Signature  Date: 6/7/23 | | 1.12 Name and Title of Contractor Signatory Dylan Kimmel PRINCIPAL ENGINEER | |
| 1.13 State Agency Signature  Date: 6/2/23 | | 1.14 Name and Title of State Agency Signatory Michael J. Servetas 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: 7/5/2023 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
Date 6/7/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

[Handwritten Signature]
6/7/23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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" – SPECIAL PROVISIONS

1. Upon agreement of both parties additional equipment and/or other facilities belonging to the Department of Transportation may be added to the contract.
2. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate the contract.
3. Failure to meet the requirements of this contract by the contractor, will automatically grant the approval for the New Hampshire Department of Transportation to hire another contractor to complete repairs at the contractor's expense.
4. Bidders need to have a minimum of 5 years' relevant programmable logic controller lift bridge related work experience. The experience must include troubleshooting problems remotely and physically at lift bridges and the bidder shall provide references for that work.
5. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and work at extreme heights.
6. Work requires an understanding and ability to comply with of United States Coast Guard requirements.
7. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Except for critical deficiencies, the work shall occur during normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless otherwise approved by the Department.
8. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.
9. The contractor shall conduct his work activities in a safe manner so as to protect Bureau of Bridge Maintenance personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property. In certain instances, additional safety measures may be required due to a lift bridge's unique characteristics..

A1

Contractor's Initials

Date


6/7/23

EXHIBIT "B" – SCOPE OF SERVICES

GENERAL DESCRIPTION

The proposed work includes maintenance, repairs, and system upgrades to control systems for the Sarah Mildred Long Bridge, the Memorial Bridge, and Various Bridges statewide.

The contractor shall be available to perform emergency repairs (critical deficiencies) on a 24-hour, 7-day a week basis, as ordered by the New Hampshire Department of Transportation.

- A. Upon notification of a critical deficiency, the contractor will respond to the effected site within four (4) hours and complete the repairs within (48) forty-eight hours of notification.
- B. Should the contractor be unable to complete the critical repair within the 48 hour time period, the contractor must request/notify, in writing, the Administrator of Bureau of Bridge Maintenance, New Hampshire Department of Transportation. Examples of valid reasons are:
1. Parts unavailable with explanation why.
 2. Repair is ongoing and require additional time to complete.
 3. Parts exceed \$3,500.00 and appropriate Department of Transportation personnel were unavailable to authorize.

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

1. Specified time period until repair can be completed.
2. Devices affected and how it affects overall bridge system.
3. Reasons for delay of repair.
4. And any other information to justify the request for non-compliance of the 48 hour provision.

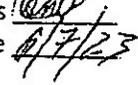
Parts necessary for repairs that do not exceed \$3,500.00 per Bridge are authorized without written approval. Parts necessary for repair that exceed \$3,500.00 per repair require written approval from the Administrator of the Bureau of Bridge Maintenance, New Hampshire Department of Transportation.

The contractor shall obtain any materials or equipment required and furnish qualified workers to execute said approved work in a complete and professional like manner, observing any and all rules of power companies furnishing electric service and any and all rules of the Board of Underwriters, as may apply. The contractor is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

A more detailed scope of services for each bridge is shown below:

B1

Contractor's Initials: 

Date: 

MEMORIAL AND SARAH M. LONG BRIDGE - SCOPE OF SERVICES

1. Perform maintenance and repair of control systems of the Memorial and Sarah Mildred Long Bridge from the Portsmouth, New Hampshire abutment to the Kittery, Maine abutment. Control systems include but are not necessarily limited to:
 - A. Allen Bradley Controllogix controllers
 - B. Allen Bradley Ethernet networks
 - C. Cimplicity SCADA systems
 - D. Intellect HMI software
 - E. Position encoders and limits switches
 - F. Controllogix driver software
2. Perform promptly any maintenance work to the systems cited above, including the replacement of defective equipment, upon authorization of the New Hampshire Department of Transportation.
1. Perform promptly any changes or new work, which are improvements to the existing systems upon authorization of the New Hampshire Department of Transportation.

B2

Contractor's Initials

Date

Handwritten initials "AD" and date "6/17/23" in black ink.

EXHIBIT "C" COMPENSATION

COMPENSATION

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

1. Labor will be reimbursed based on the hours worked on-site at the standard hourly rates charged by the contractor for similar work for each employee, subject to the Maximum Hourly Rates attached. The rate shall be a total rate including health and welfare benefits, taxes, insurances, retirement, union benefits, overhead, and profit. Only itemized invoices showing each employee who worked with hour details will be paid.

Work outside regular hours (M-F 7:00am – 3:30 pm) on "Critical Deficiencies" will be reimbursed at a maximum of 1-1/2 times the standard hourly rate (this includes, nights weekends, and holidays). Work on items other than critical deficiencies outside regular hours will be reimbursed at standard hourly rates unless the contractor is specifically requested to work outside regular hours.

2. Travel to locations will be reimbursed at labor hourly rates above plus mileage using the applicable the IRS standard mileage rate.
3. Materials: Materials will be paid for at actual cost, including transportation charges paid, to which 15 percent will be added. Only itemized invoices showing a breakdown for parts and costs will be paid.
4. Equipment: Actual hours of equipment used at rates established in the latest edition of the "Rental Rate Blue Book for Construction Equipment" published by Dataquest, Inc.
5. Subcontractor: Work done by subcontractor enlisted by the party of the second part and approved by the OWNER will be reimbursed at the subcontractor invoice cost plus a 10% markup.

ESCALATION

The CONTRACTOR may request to increases to the Maximum Hourly Rates to the account for inflation on an annual basis for the life of the contract. The CONTRACTOR's request for revision of the maximum hourly rate shall be submitted at least 3 months prior to the effective date of the changes and the effective date of the change shall not be sooner than one year from the approval of this contract by the G&C. This agreement may be terminated at the end of the 3 month period if an agreement on an increase to the Maximum Hourly Rates cannot be reached.

C1

Contractor's Initials

Date


6/7/23

TIME AND METHOD OF PAYMENT

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

The maximum contract amount is \$75,000 (\$25,000 per fiscal year). Exact contract amount cannot be determined but will be based on the actual contract usage.

| <u>Position Description</u> | <u>Maximum Hourly Rate</u> |
|-----------------------------|----------------------------|
| Sr. Controls Engineer | \$175.00 |
| Controls Engineer | \$150.00 |

C2

Contractor's Initials

Date


9/2/23

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST INTEGRATION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 30, 2007. 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: 571495

Certificate Number: 0006243089



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2023

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 have ADDITIONAL INSURED provisions or 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 ECBM, LP 1400 N Providence Road Suite 5025 Media PA 19063 | CONTACT NAME: Stefanie Oliphant PHONE (A/C No, Ext): (610) 668-7100 FAX (A/C, No): (610) 667-2208 EMAIL ADDRESS: soliphant@ecbm.com |
| INSURED Northeast Integration, LLC 212 Lafayette Road Unit C North Hampton NH 03862 | INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London NAIC # 085202 INSURER B: Evanston Ins Co. 35378 INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: Z3 M REVISION NUMBER:

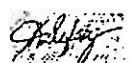
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 | AGGREGATE LIMIT | INSR | WYD | 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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | | ARG10794A23 | 04/10/2023 | 04/10/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | ARG10794A23 | 04/10/2023 | 04/10/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| R | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | MKLV/EUL103563 | 04/10/2023 | 04/10/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | 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 | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | | ARG10794A23 | 04/10/2023 | 04/10/2024 | Each Claim \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Not Applicable

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| NH Department of Transportation PO BOX 483 7 Hazen Drive Concord NH 03302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|--------------------|-----------|---|--|
| AGENCY ECBM, LP | | NAMED INSURED Northeast Integration, LLC | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

To the extent covered by policy and endorsements:

General Liability Includes, to the extent required by written contract or agreement, Blanket Additional Insured, Primary and Non-contributory, and Waiver of Subrogation. ISO forms defined to include: CG 20 37 10 01; CG 20 10 10 01; CG 24 04 10 93; CG 20 38 04 13.

Auto Includes to the extent required by written contract or agreement, blanket additional insured, primary and non-contributory and waiver of subrogation.

Excess Liability Includes, to the extent required by written contract or agreement Primary and Non-Contributory and Waiver of Subrogation. Excess Liability is follows form over the General Liability, Auto Liability and Employer's Liability.

