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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

34

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
August 15, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a single bid received with Capitol Alarm Systems, LLC, (Vendor 177298) in the amount of $30,000 for Inspection, Testing, Service and Repair of Fire Alarm Systems for the five locations within NHDOT Bureau of Bridge Maintenance, from the date of Governor and Council approval, through June 30, 2026. 38.0% Federal funds, 7.3% Intra Agency, 2.6% Agency Income and 52.1% Highway funds.

Funds to support this request are available in the following account in State FY 2024 and FY 2025, and is contingent upon the availability and continued appropriation of funds in FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-960515-3008	FY 2024	FY 2025	FY 2026
Bridge Maintenance			
024-500225 Contracted Repairs; Machin-Equip	$10,000	$10,000	$10,000

EXPLANATION

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

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

The Department advertised the work on the Department of Administrative web page, on July 11, 2023. One sealed bid was opened on August 7, 2023. The bidder met the experience requirements for monitoring, exterior alarm, linear heat detection wire, and years in business and the costs were similar to previous contracts for the work.

The contract has been approved by the Attorney General as to form and execution and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative 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 J. Cass, P.E.
Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302	
1.3 Contractor Name Capitol Alarm Systems, LLC		1.4 Contractor Address 37 Washington Street, Penacook, NH 03303	
1.5 Contractor Phone Number 603-753-4044	1.6 Account Unit and Class 04-96-96-960515-3008	1.7 Completion Date June 30, 2026	1.8 Price Limitation $30,000
1.9 Contracting Officer for State Agency Timothy Boodey		1.10 State Agency Telephone Number 603-271-3667	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory Roger G. Lazo, Jr. Managing Member / President	
1.13 State Agency Signature Date: 8/14/23		1.14 Name and Title of State Agency Signatory Michael J Sevigny, 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: SB		On: 9/14/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials RGL
Date 8/8/23

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.

Contractor Initials
Date 7/8/23

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.

Contractor Initials

Date 9/14/23

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.

Contractor Initials
Date 3/5/27

EXHIBIT "A" – SPECIAL PROVISIONS

1. Bidders need a minimum of 5 years relevant fire alarm monitoring, inspection, testing, service and repair related work experience. Additionally, experience with the installation and/or repair of Protectowire systems and control panels is required at either:
   a. a minimum of three separate locations or,
   b. a single client for a minimum of three years

   References for these requirements must be submitted with the bid.

2. Upon agreement of both parties' additional equipment and/or other facilities belonging to the Department of Transportation may be added to the contract.

3. The State of New Hampshire reserves the right to remove one or more locations from the project at the price quoted in the bid with the remaining locations serviced at the individually quoted prices.

4. 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.

5. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and work at heights.

6. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Except for emergencies, the work shall occur during normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless otherwise approved by the Department.

7. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.

8. The contractor shall conduct his work activities in a safe manner so as to protect Bureau of Bridge Maintenance personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property.

9. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the contractor's proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

Contractor's Initials
Date 4/6/23

EXHIBIT "B" – SCOPE OF SERVICES

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

1. SACO RIVER COVERED BRIDGE, CONWAY, NH
   Location: One-quarter mile north of NH Route 16 on East Side Road in Conway Village. The bridge spans the Saco River.
   Structural Characteristics: The bridge is 224' 9" long with clear spans of 103' 4" and 95' 4". It has an overall width of 30' 4" with a roadway width of 18' 3" and a maximum vertical clearance of 13' 7".

2. CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VERMONT
   Location: West of NH Route 12A, five miles south of Plainfield Village on Cornish Toll Bridge Road. This bridge spans the Connecticut River connecting the towns of Cornish, New Hampshire and Windsor, Vermont.
   Structural Characteristics: The bridge is 449' 5" long and consists of two spans of 204' 0". It has an overall width of 24' 0", a roadway width of 19' 6" and a maximum vertical clearance of 12' 9".

3. COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH
   Location: One mile east of U.S. Route 202, three and one-half miles west of Greenfield on the Hancock-Greenfield (Forest) Road. It spans the Contoocook River between Hancock and Greenfield.
   Structural Characteristics: The bridge is 86' 6" long with a clear span of 81' 6". It has an overall width of 27' 1" and a roadway width of 20' 0" with a maximum vertical clearance of 13' 9".

4. HONEYMOON COVERED BRIDGE, JACKSON, NH
   Location: At the intersection of NH Route 16 and 16A on Village Street in Jackson Village spanning the Ellis River.
   Structural Characteristics: The bridge is 121' 1" long with a clear span of 103' 0". It has an overall width of 26' 5" with a roadway width of 16' 0" and a maximum vertical clearance of 12' 3".

5. PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH
   Location: On Smith Bridge Road over Baker River
   Structural Characteristics: The bridge is 176' long with a clear span of 103' 0". It has an overall width of 26' 5" with a roadway width of 16' 0" and a maximum vertical clearance of 12' 3".

Contractor's Initials _____
Date _____ 5/8/23

SCOPE OF SERVICES:

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

1. Monitoring:

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

2. Inspection, Testing, and Service:

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

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

1. Repairs/Modifications:

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

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

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

2. Emergency Repairs:

   Perform emergency repairs to the alarm systems at the locations stated on a 24-hour, 7-day a week basis as ordered by the Administrator, Bureau of Bridge Maintenance. In case of an answering machine, contractor must return call to the agency within (2) two hours.

Contractor's Initials _____
Date 5/9/23

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

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

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

Examples of valid reasons are:

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

Contractor's Initials _____
Date 5/15/27

EXHIBIT "C" COMPENSATION

COMPENSATION

Covered Bridge Fire Alarm inspection, testing, maintenance, monitoring and repairs will be provided at the bid prices below in accordance with the terms and conditions of the AGREEMENT (Form # P37) including the Special Provisions in Exhibit A and the Scope of Work in Exhibit B.

The contractor shall be reimbursed as follows:

Monitoring Alarm Systems:

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

Inspection, Testing, and Service:

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

Repairs/Modifications:

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

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

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

Emergency Repairs:

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

The maximum contract amount is $30,000 or $10,000 per fiscal year. The exact amount will be based on the actual contract usage.

Contractor's Initials _____
Date 5/8/23

FISCAL YEAR 2024

1. **Monitoring (All 5 Covered Bridges)** $1,680.00

2. **Yearly Inspection, Testing, and Service**

   a. SACO RIVER COVERED BRIDGE, CONWAY, NH $336.00

   b. CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VT $336.00

   c. COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH $336.00

   d. HONEYMOON COVERED BRIDGE, JACKSON, NH $336.00

   e. PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH $336.00

3. **Repairs** $110.00 per hour

FISCAL YEAR 2025

1. **Monitoring (All 5 Covered Bridges)** $1,680.00

2. **Yearly Inspection, Testing, and Service**

   a. SACO RIVER COVERED BRIDGE, CONWAY, NH $336.00

   b. CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VT $336.00

   c. COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH $336.00

   d. HONEYMOON COVERED BRIDGE, JACKSON, NH $336.00

   e. PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH $336.00

3. **Repairs** $110.00 per hour

Contractor's Initials

Date 8/1/23

FISCAL YEAR 2026

4. Monitoring (All 5 Covered Bridges) $1,680.00

5. Yearly Inspection, Testing, and Service

   f. SACO RIVER COVERED BRIDGE, CONWAY, NH $336.00

   g. CORNISH-WINDSOR COVERED BRIDGE, CORNISH, NH AND WINDSOR, VT $336.00

   h. COUNTY COVERED BRIDGE, HANCOCK-GREENFIELD, NH $336.00

   i. HONEYMOON COVERED BRIDGE, JACKSON, NH $336.00

   j. PLYMOUTH COVERED BRIDGE, PLYMOUTH, NH $336.00

6. Repairs $110.00 per hour

Contractor's Initials AN
Date 4/8/23

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 CAPITOL ALARM SYSTEMS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 03, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **121636**

Certificate Number: **0006295284**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of August A.D. 2023.

David M. Scanlan
Secretary of State

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

Kimberly Rocco, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)
Capital Alarm Systems LLC hereby certify the following is a true copy of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on August 8, 2023

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roger G. Laro Jr. is duly authorized to enter a
(Name and Title) President, Managing Member

contract on behalf of Capital Alarm Systems LLC which is the general
(Name of Corporation)

partner of Capital Alarm Systems LLC a limited partnership,
(Name of Limited Partnership)

with the NH Dept. of Transportation State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents which may in his/her

judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the August 8, 2023 I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 08/8/23 **ATTEST:** [signature]
(Name & Title)
Secretary, Member

CAPIALA-01 YFANARAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2023

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Yvette Fanaras
PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: yfanaras@davistowle.com

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

INSURED
Capitol Alarm Systems LLC
37 Washington Street
Penacook, NH 03303

COVERAGES CERTIFICATE NUMBER: 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			CSSECGL000150001	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PROJECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PER PROJECT LOC	$ 5,000,000
	AUTOMOBILE LIABILITY			CAA5369320-14	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			CSSE-CEL-0001501-01	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA5369322-14	1/1/2023	1/1/2024	X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation - 3A States: NH

Project: Various Covered Bridges Through New Hampshire

CERTIFICATE HOLDER

NH Department of Transportation- Bridge Maintenance
PO Box 483
Concord, NH 03302

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

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