



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

Bureau of Bridge Design
January 4, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with KTA-Tator, Inc., Pittsburgh, Pennsylvania, Vendor #167236, for an amount not to exceed \$600,000, to provide on-call structural steel inspection services for steel bridge and structure fabrication for various projects, effective upon Governor and Council approval through October 1, 2026, with the option to renew for one year subject to Governor and Council approval.

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 and FY 2027, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

Table with 5 columns: Account Number, FY 2024, FY 2025, FY 2026, FY 2027. Rows include Consolidated Federal Aid and 046-500463 Engineering Consultants Non-Benefit.

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each individual project incurring expenses as a result of this request.

EXPLANATION

The inspection of structural steel fabrication is a specialized service essential to the Department's Bridge Construction program. The Department does not have these capabilities and therefore, required the services from consultants with this expertise and experience.

Consultants are needed to furnish Quality Assurance inspection services for structural steel fabrication for bridge and structures at shops located throughout the United States, and occasional field inspection services at bridge sites in the State of New Hampshire. The work requiring inspection includes furnishing, fabricating, assembling, and coating structural steel members and components for bridge and transportation-related products.

This proposed Agreement is one of three Statewide Agreements (43896, 43897, 43898), each for a period of three years and for the maximum contract amount of \$600,000 to be awarded to the A, B, and C low bidders.

The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreements will be administered by the Bureau of Bridge Design. The Federal Highway Administration may participate in these costs depending upon the funding of the individual projects undertaken.

The consultant prequalified low-bid selection process followed the Department's *Consultant Procurement Manual, Section 2.2, Statewide Low Bid Contracts*, dated August 25, 2017.

The Department met on March 6, 2023, reviewed the qualifications of six firms submitting a Letter of Interest and Statement of Qualifications, and prequalified five firms that met the Minimum Qualification requirements. Invitations to Bid were extended to these firms on July 18, 2023, for the Bid Opening on August 10, 2023.

Name of Steel Inspection Firms	Office Location	Bid Order	Bid Amount
Bureau Veritas	Pittsburgh, PA	D	\$722,067.00
HRV Conformance Verification Associates, Inc.	Moon Township, PA	A	\$610,000.00
KTA-Tator, Inc.	Pittsburgh, PA	B	\$628,750.00
LiRo Engineers, Inc.	Boston, MA	--	--
Pennoni Associates, Inc.	King of Prussia, PA	E	\$847,250.00
TRC Engineers, LLC	Allentown, PA	C	\$689,250.00

The firms of HRV Conformance Verification Associates, Inc., KTA-Tator, Inc., and TRC Engineers, LLC are the A, B, and C low bidders, respectively, and are recommended for these contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in similar contracts previously with the Department.

KTA-Tator, Inc. has agreed to furnish the on-call services for an amount not to exceed \$600,000. The cost for individual Task Orders assigned under this contract will be negotiated, and the use of a cost-plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of the engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date will be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide 43897 On-Call Structural Steel Inspection Services) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreements are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into this Agreement for consulting services as outlined above.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

STATEWIDE 43896-43897-43898
STRUCTURAL STEEL INSPECTION SERVICES

A. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.
2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.
3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.
4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi R) and Southeastern States
 4 Western States
5. The firm shall furnish, when inspecting painting and galvanizing in addition to steel fabrication, CWI Inspectors who have basic coating inspection qualifications and experience (see section C.1.a).
6. The firm shall furnish, when required, a Coating Inspector with advanced coating inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including painting large or complex bridges, thermal spray zinc (TSZ, i.e. metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated, metallized-sealed, or metallized-painted), as directed by the Department.
7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.
8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

B. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:
 - a. Certified Welding Inspector (Shop) (CWI-Shop)

3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 02/26/19, 12/19/22
Statewide 43896-43897-43898 On-Call Structural Steel Inspection Services
Prequalified, Low-Bid, Consultant Selection Process
Minimum Qualifications

All QA Structural Steel Inspectors working in a shop facility shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with three years experience (minimum) inspecting bridge fabrication work conforming to AWS D1.5.

Work involving the application of paint, galvanizing, or other coatings shall require two years experience inspecting bridge coating work, and forty hours basic training (minimum) in coating inspection fundamentals, such as meeting SSPC BCI *Bridge Coating Inspector*, NACE Level I, or in-house training from a NACE Level 3 Certified Coatings Inspector with experience inspecting bridge coating work.

b. Certified Welding Inspector (Field) (CWI-Field)

All QA Structural Steel Inspectors working at a field jobsite throughout the State of NH shall meet the same CWI qualifications as for those working in a shop facility.

Inspection work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g. one day or a few days) for field welding, repairs, etc.

c. Non-Destructive Testing Operator (Field) (NDT-Field)

NDT Operators shall be qualified and certified to Level 2 (minimum), in accordance with ASNT Recommended Practice No. SNT-TC-1A *Qualification of NDT Personnel*, for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have three years work experience (minimum) in that discipline.

Non destructive testing work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g. one day or a few days) for field welding, repairs, etc.

d. Coating Inspector (Shop) (NACE 2-Shop)

A Coating Inspector shall have NACE Level 2 certification (minimum), and SSPC BCI Bridge Coating Inspector, and have two years experience (minimum) inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct, on-site or readily available active supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 02/26/19, 12/19/22
 Statewide 43896-43897-43898 On-Call Structural Steel Inspection Services
 Prequalified, Low-Bid, Consultant Selection Process
 Minimum Qualifications

Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2015-2018 (*During period 2004-2014)	Welded Girders	Rolled Beams	Bridge Rail	Exp. Jts.	Overhead Sign	Bearings	Pedestrian Bridge	Vehicle Truss	Grid Decking	Foundation Piles	Metallizing	Special Work
1		NEW ENGLAND REGION												
1	CT	Highway Safety Corp., Glastonbury			x									
1	MA	Duncan Galvanizing, Everett												x
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x										x
1	MA	*Mill Valley Splicing, Belchertown												x
1	MA	*New England Bridge Products, Lynn			x									
1	MA	V&S Galvanizing, Taunton												x
1	ME	ARC Enterprises, Kingfield				x								
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x								
1	ME	*Cianbro Fabrication Corp, Pittsfield												x
1	ME	Newport Industrial Fabricators, Newport											x	x
1	NH	*Canam Structural Bridge LLC, Claremont	x	x						x			x	
1	NH	Merrimack Sheet Metal, Concord			x	x								x
1	VT	*DMS Machining & Fabrication, Barre												x

2		MID-ATLANTIC REGION												
2	DE	*Sigma Industries, Selbyville					x							
2	MD	*Canam Steel Corp, Point of Rocks		x										
2	NJ	*American Galvanizing Co., Folsom												x
2	NJ	Amscot Structural Products, Dover						x						
2	NY	National Bridge Co., Buffalo						x						
2	NY	Niagara Bridge & Rail, Sanborn						x						
2	NY	*Nuttall Gear, Niagara Falls												x
2	NY	*Unadilla Laminated Products, Unadilla												x
2	NY	R. J. Watson, Amherst						x						
2	NY	Watson-Bowman-Acme, Amherst						x						
2	PA	*Griener Industries, Mt. Joy						x						
2	PA	*High Steel Structures, Lancaster	x	x				x						x
2	PA	*High Steel Structures, Williamsport	x	x				x						x
2	PA	*LB Foster, Bedford					x	x			x	x		
2	PA	*Regal Industries, Donora											x	
2	PA	*Shane Felter Industries, Uniontown		x										
2	PA	*SKF USA, Inc., Lansdale												
2	PA	*Skyline Steel, Camp Hill										x		
2	PA	*Steel Management Systems, Nazareth										x		

3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 02/26/19, 12/19/22
 Statewide 43896-43897-43898 On-Call Structural Steel Inspection Services
 Prequalified, Low-Bid, Consultant Selection Process
 Minimum Qualifications

Region **	STATE	TABLE 1											
		PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2015-2018 (*During period 2004-2014)											
		Welded Girders	Rolled Beams	Bridge Rail	Exp. Jts.	Overhead Sign	Bearings	Pedestrian Bridge	Vehicle Truss	Grid Decking	Foundation Piles	Metallizing	Special Work

3		CENTRAL & SOUTH EASTERN STATES REGION											
3	AL	*Contech (Steadfast Bridges), Fort Payne						x					
3	AL	*Favor Steel, Bessemer									x		
3	AL	*Hardie-Tynes Co, Inc., Birmingham											x
3	AL	Walpar Inc., Birmingham				x							
3	IL	*Scot Forge, Spring Grove											
3	OH	D.S. Brown, North Baltimore					x						
3	OH	*Dyson Corp, Painesville											x
3	OH	*Trinity Industries, Girard		x									
3	OH	Union Metal Corp, Canton				x							
3	OH	*US Bridge Corp, Cambridge							x				
3	MI	*Composite Forging, Ltd, Detroit											
3	MN	*Contech (Continental Bridge), Alexandria						x					
3	MN	*Wheeler Lumber LLC, Minneapolis						x					
3	MO	Brookfield Fabricating, Brookfield				x							
3	MO	*Trinity Products, St. Charles									x		
3	MO	*Wire Co World Group, St. Joseph											x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x										
3	TX	Dynamic Rubber (Cosmec), Athens					x						
3	TX	*Houston Structures, Houston											x
3	TX	Seismic Energy Products, Athens					x						
3	VA	*Hirschfeld Industries (Abington), Bristol	x										

- **Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi R) and South Eastern States
 4 Western States

3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 02/26/19, 12/20/22
 Statewide 43896-43897-43898 On-Call Structural Steel Inspection Services
 Prequalified, Low-Bid, Consultant Selection Process
 Evaluation of Contractor Prequalification

The Department of Transportation received Letters of Interest and Statements of Qualification from six interested firms in response to the Statewide On-Call Structural Steel Inspection Services solicitation posted December 23, 2022:

- Bureau Veritas, North America, Inc., Pittsburgh, PA
- HRV Conformance Verification Associates, Inc., Moon Township, PA
- KTA-Tator, Inc., Pittsburgh, PA
- LiRo Engineers Inc., Boston, MA
- Pennoni Associates, Inc., King of Prussia, PA
- TRC Engineers, Allentown, PA

The prequalification evaluation team completed its review of the Letters of Interest and Statements of Qualification received from each firm interested in providing on-call structural steel inspection services. The results are tabulated below.

#	Minimum Qualifications	Bureau Veritas	HRV	KTA	LiRo Engineers	Pennoni	TRC
1	CWI's (10 minimum; 12 months)	✓	✓	✓	Note 1	✓	✓
2	Firm experience (3 yrs continuous) with bridges under AWS D1.5	✓	✓	✓	Note 2	✓	✓
3	Two State DOT clients for bridges	✓	✓	✓	✓	✓	✓
4	QA Coverage for Regions 1, 2, 3	✓	✓	✓	✓	✓	✓
5	CWI with 1 yr experience & basic 40-hour coatings training for painting / galvanizing	✓	✓	✓	✓	✓	✓
6	Advanced Coating Inspector (AMPP CIP Level 2 w/ 2 years experience)	✓	✓	✓	✓	✓	✓
7	CWI field coverage in NH	✓	✓	✓	✓	✓	✓
8	NDT (MT, PT, UT Level II) in NH	✓	✓	✓	✓	✓	✓
	Qualified (Yes / No)	Yes	Yes	Yes	No	Yes	Yes

3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 02/26/19, 12/20/22
Statewide 43896-43897-43898 On-Call Structural Steel Inspection Services
Prequalified, Low-Bid, Consultant Selection Process
Evaluation of Contractor Prequalification

Notes:

1. The Letter of Interest noted only four Certified Welding Inspectors (CWI), and the Statement of Qualifications provided evidence of only five CWI personnel.
2. While experience with AWS D1.5 was cited under the MBTA Green Line Extension project and under the resumes of two staff members, the Statement of Qualifications did not provide sufficient evidence of a minimum of three years continuous experience in the inspection of bridge fabrication for State DOTs during the period immediately preceding the solicitation.

PREQUALIFICATION EVALUATION TEAM:



Loretta Girard Doughty, P.E., - Administrator, Bridge Design

03/21/2023

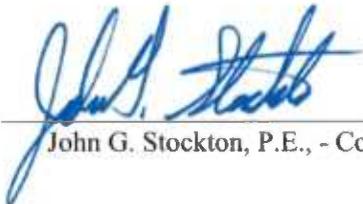
Date



Nicholas B. Goulas, P.E., - Chief, Existing Bridge Section

03/21/2023

Date



John G. Stockton, P.E., - Contract Coordinator

03/21/2023

Date

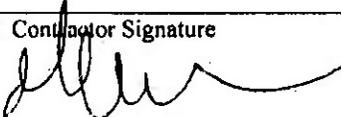
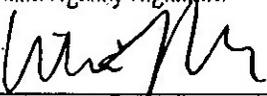
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 BUREAU OF BRIDGE DESIGN (for Statewide 43897 On-Call Structural Steel Inspection Services)		1.2 State Agency Address John O. Morton Building 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483	
1.3 Contractor Name KTA-Tator, Inc. (KTA)		1.4 Contractor Address 145 Enterprise Drive Pittsburgh, PA 15275	
1.5 Contractor Phone Number (412) 722-0594	1.6 Account Unit and Class 04-96-96-963515-3054	1.7 Completion Date 10/1/2026	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency William Cass, P.E., Commissioner		1.10 State Agency Telephone Number (603) 271-3734 (Commissioner's Office) (603) 271-2731 (Bridge Design)	
1.11 Contractor Signature  Date: 10-3-23		1.12 Name and Title of Contractor Signatory David W. McFayden, CEO	
1.13 State Agency Signature  Date: 1/10/24		1.14 Name and Title of State Agency Signatory William J. Oldenburg Director of Project Development	
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: 2/7/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

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 - SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The scope of services for this AGREEMENT is for the Quality Assurance Inspection Firm, i.e. the CONTRACTOR, shall provide qualified Inspectors to perform quality assurance (QA) inspection for the fabrication and coating of structural steel bridge members, components, and ancillary products for bridge and highway contracts, and non-destructive testing services as required, during the period of this Agreement as required by the NHDOT Administrator, Bureau of Bridge Design.

B. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.
2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.
3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.
4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

Region:	1	New England States (CT, MA, ME, NH, RI, VT)
	2	Mid-Atlantic States (DE, MD, NJ, NY, PA)
	3	Central States (TX, and states bordering Mississippi River) and Southeastern States
	4	Western States
5. The firm shall furnish, when inspecting painting and galvanizing in addition to steel fabrication, CWI Inspectors who have basic coating inspection qualifications and experience (see section C.1.a).
6. The firm shall furnish, when required, a Coating Inspector with advanced coating inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including painting large or complex bridges, thermal spray zinc (TSZ, i.e. metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated, metallized-sealed, or metallized-painted), as directed by the Department.
7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.
8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

C. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:

- a. Certified Welding Inspector (Shop) (CWI-Shop)

All QA Structural Steel Inspectors working in a shop facility shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with three years' experience (minimum) inspecting bridge fabrication work conforming to AWS D1.5.

Work involving the application of paint, galvanizing, or other coatings shall require two years' experience inspecting bridge coating work, and forty hours basic training (minimum) in coating inspection fundamentals, such as meeting SSPC BCI *Bridge Coating Inspector* (or current AMPP equivalent), NACE Level 1 (or current AMPP equivalent), or in-house training from a NACE Level 3 Certified Coatings Inspector (or current AMPP equivalent) with experience inspecting bridge coating work.

- b. Certified Welding Inspector (Field) (CWI-Field)

All QA Structural Steel Inspectors working at a field jobsite throughout the State of NH shall meet the same CWI qualifications as for those working in a shop facility.

Inspection work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g., one day or a few days) for field welding, repairs, etc.

- c. Non-Destructive Testing Operator (Field) (NDT-Field)

NDT Operators shall be qualified and certified to Level II (minimum), in accordance with ASNT Recommended Practice No. SNT-TC-1A *Qualification of NDT Personnel*, for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have three years' work experience (minimum) in that discipline.

Non-destructive testing work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g., one day or a few days) for field welding, repairs, etc.

- d. Coating Inspector (Shop) (NACE 2-Shop)

A Coating Inspector shall have NACE Level 2 certification (or current AMPP equivalent) (minimum), and SSPC BCI Bridge Coating Inspector (or current AMPP equivalent), and have two years' experience (minimum) inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct, on-site or readily available active supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

D. CONTRACTOR DUTIES

1. The CONTRACTOR shall furnish the DEPARTMENT with a resume of qualification and experience for all inspection personnel to be engaged in inspection or testing work. Submit resume documentation a minimum of two weeks prior to the anticipated start date of work.
2. The CONTRACTOR shall ensure the competence of all inspection personnel engaged in the work and shall replace immediately any who are determined by the DEPARTMENT to be unqualified, incompetent, disorderly, intemperate, or otherwise to be performing their work in an unsatisfactory manner.
3. The CONTRACTOR shall furnish sufficient personnel within the provisions of this AGREEMENT to meet inspection needs.
4. The CONTRACTOR shall provide supervisory oversight to the Inspector, including frequent communication, technical support as needed, and periodic site visits to the shop.
5. The CONTRACTOR shall provide a copy of the applicable governing specifications, safety and personal protective equipment, and inspection instruments to the Inspector at the place of inspection, as needed.
6. The CONTRACTOR shall provide to the Inspector the means to communicate and send digital reports and images via broadband email connections to the DEPARTMENT, as necessary.

E. ASSIGNMENTS

1. The Administrator, Bureau of Bridge Design or the Administrator's authorized representative, shall notify the CONTRACTOR in writing of the authorization to proceed for each assignment and shall have the discretion to control the duration and termination of inspection and testing for the assignment. The CONTRACTOR agrees to complete all work as detailed on individual assignment letters issued by the DEPARTMENT.
2. The Inspector shall report to the Administrator or representative in the approval and conduct of inspection and testing services.
3. An Inspector, once approved by the DEPARTMENT and assigned to a specific project, shall remain on the project until it is finished, unless an alternate Inspector is approved by the DEPARTMENT upon proper notification from the CONTRACTOR.
4. The Administrator may require either full-time inspection (e.g., for primary bridge members), or part-time inspection (e.g., for ancillary products) on a case-by-case basis and at the discretion of the DEPARTMENT.
5. The Administrator may request the CONTRACTOR to perform testing and inspection services on a job-by-job basis at field locations at existing bridges and structures located throughout the State of New Hampshire, as required and as directed by the DEPARTMENT. Field inspection responsibilities shall be the same or comparable to work in a shop.
6. The Administrator shall approve the CONTRACTOR'S proposed staffing of individual Inspectors required to cover the work, considering the shop, the volume and nature of the work, any considerations involving the use of an Assistant Welding Inspector, and variations in the Fabricator's hours, shifts, and production schedule.

F. INSPECTOR DUTIES

1. The CWI shall perform all inspection responsibilities in conformance to the Contract, Governing Specifications, Special Provisions, and approved Shop Drawings for each project.
2. The Inspector shall be familiar with the Contract Documents and Governing Specifications and have them readily available at the fabrication and inspection site.
3. The Inspector shall know how to use inspection equipment and shall have them available as necessary to properly perform inspection responsibilities.
4. The Inspector shall know how to use and have available safety and personal protective equipment as required by OSHA, the Fabrication shop, Governing Specifications, or the Industry.
5. THE INSPECTOR SHALL NOT PERFORM ANY WORK ON ANY ITEM IN THE PROJECT FOR THE FABRICATOR, MILL, GENERAL CONTRACTOR, OR COATING MANUFACTURER. ANY INFRINGEMENT OF THIS CLAUSE SHALL BE SUFFICIENT CAUSE FOR THE STATE TO NULLIFY THE CONTRACT.
6. The CWI Inspector shall use, but not be limited by, the following guide list of duties:
 - a) The Inspector shall provide in-shop inspection during procedures that are considered most important, including welding, air-arc gouging, heat curving, nondestructive testing, etc. Office work, record keeping, and report preparation should be considered secondary to the inspection of in-shop fabrication.
 - b) The Inspector shall verify that materials used in the work meet the requirements of the Contract Documents by means of material inspection, material identification, and examination of laboratory test results for chemical analysis and mechanical properties (i.e., Certified Mill Test Reports).
 - c) The Inspector shall examine the welding equipment for conformance to the Specifications and Approved Welding Procedures, including the welding machines and filler metal storage ovens.
 - d) The Inspector shall verify the qualification of all welders and NDT Operators engaged on the project and shall observe the technique and performance of each for conformance to the Specifications.
 - e) The Inspector shall examine the work to make certain that preparation, fit up, and welding are in conformance with the Specifications, including edge preparation, dimensions, cleanliness, joint configuration, preheat, welding, back gouging, weld bead appearance, grinding, etc.
 - f) The Inspector shall visually inspect 100% of all welds, using suitable gauges for weld size and contour, and a strong light, magnifier, or other devices as may be helpful for detecting cracks, discontinuities, and defects.
 - g) The Inspector shall witness nondestructive testing of welds and materials as may be required by the contract documents and governing specifications.
 - h) The Inspector shall inspect other fabrication procedures, including heat curving, cambering, field splice alignment, drilling, punching, reaming, control of distortion, assembly, match marking, storage, handling, and transportation.

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- i) The Coatings Inspector shall inspect coating operations, including cleaning, surface preparation, application, and galvanizing.
 - j) The Inspector shall document non-conforming and rejectable members due to material defects, workmanship deficiencies, dimensions out of tolerance, damage due to rough handling or accidents, weld defects, etc. The record shall include approved repair procedures or corrective measures taken and evidence of re-inspection and the final disposition of the structural member.
 - k) The Inspector shall be aware of additional restrictions, conditions and inspections required for a Fracture Critical Member when specified by the Contract Documents.
 - l) The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.
 - m) The Inspector is not required to monitor Contractor worker-safety compliance during the project. The contract specifications require the Contractor to furnish OSHA-compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.
7. The QA Inspector shall follow approved governing specifications and procedures to inspect painting, duplex coatings (e.g., galvanizing-powder coat), and metallizing. The inspection of Thermal Spray Zinc (TSZ), i.e., metallizing, shall conform to the Joint Standard SSPC-CS 23/ AWS C2.23/ NACE No. 12 for metallizing, including hold point inspection of surface preparation, TSZ application, sealer application, and witnessing QC activities (e.g., coupon bending, adhesion testing of companion plates, thickness readings, etc.)

G. GOVERNING SPECIFICATIONS

- 1. The Inspector's duties and scope of work shall be performed in accordance with the latest edition of the following specifications, except as may be otherwise stated in the Contract documents, in this AGREEMENT, or as directed:
 - a) *NH Standard Specifications for Road and Bridge Construction;*
 - b) *AASHTO/AWS D1.5, Bridge Welding Code, and all Interim Revisions;*
 - c) *AWS D1.1, Structural Welding Code;*
 - d) *AASHTO LRFD Bridge Construction Specifications, Section 11 and applicable sections.*
 - e) *AASHTO Standard Specifications for Movable Highway Bridges;*
 - f) *Joint Standard SSPC CS 23.0 / AWS C2.23 / NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel, July 2003.*

H. SUBMISSION OF REPORTS

- 1. The Inspector shall maintain separate and distinct reports for each bridge and project, and submit a report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge that is fabricated and shall include the following:

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- a. front sheet with project identification, summary list of members, and estimated percentage of completion;
 - b. daily narrative briefly describing the work performed;
 - c. fabrication worksheet listing the major structural members and the date each fabrication process is completed;
 - d. time sheet listing hours worked for each project;
 - e. document records, such as mill test reports, certificates of compliance, NDT reports, camber reports, dimension records, product data sheets, etc.
2. The CONSULTANT shall submit an electronic report to the DEPARTMENT within two weeks of the report date. Only the front cover sheet and daily narrative are required to be typed.
3. All reports shall properly identify the project by, in order of priority:
- (a) TOWN/CITY name;
 - (b) STATE PROJECT number;
 - (c) BRIDGE number;
 - (d) BRIDGE CROSSING; and
 - (e) Federal project number.

For example:

HOPKINTON 41303 Br. No. 086/084 US 202 over Elm Brook X-A004(592)
(a) (b) (c) (d) (e)

4. The electronic daily inspection report (DIR) document shall be given a name by TOWN-CITY/ Project No./ Inspection Firm/ Report number. (For example; Hopkinton_41303_GPI_DIR_5).

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Region **	STATE	TABLE 1 PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2015-2023 (*During period 2004-2014)											
		Welded Girders	Rolled Beams	Bridge Rail	Expansion Joints	Overhead Sign	Bearings	Pedestrian Bridge	Vehicle Truss	Grid Decking	Foundation Piles	Metallizing	Special Work
1		NEW ENGLAND REGION											
1	CT	Highway Safety Corp., Glastonbury			x								
1	MA	Duncan Galvanizing, Everett											x
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x									x
1	MA	*Mill Valley Splicing, Belchertown											x
1	MA	*New England Bridge Products, Lynn			x								
1	MA	V&S Galvanizing, Taunton											x
1	ME	ARC Enterprises, Kingfield				x							
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x							
1	ME	*Cianbro Fabrication Corp, Pittsfield											x
1	ME	Newport Industrial Fabricators, Newport									x		x
1	NH	*Canam Structural Bridge LLC, Claremont	x	x						x		x	
1	NH	Atlantic Bridge & Engineering, Candia		x									x
1	NH	Merrimack Sheet Metal, Concord			x	x							x
1	VT	*DMS Machining & Fabrication, Burre											x

2		MID-ATLANTIC REGION											
2	DE	*Sigma Industries, Selbyville						x					
2	MD	*Canam Steel Corp, Point of Rocks		x									
2	NJ	*American Galvanizing Co., Folsom											x
2	NJ	Amscot Structural Products, Dover							x				
2	NY	Elderlee, Inc., Oaks Corners			x								
2	NY	National Bridge Co., Buffalo							x				
2	NY	Niagara Bridge & Rail, Sanborn							x				
2	NY	*Nuttall Gear, Niagara Falls											x
2	NY	*Unadilla Laminated Products, Unadilla											x
2	NY	R. J. Watson, Amherst							x				
2	NY	Watson-Bowman-Acme, Amherst							x				
2	PA	*Griener Industries, Mt. Joy							x				
2	PA	High Steel Structures, Lancaster	x	x					x				x
2	PA	*High Steel Structures, Williamsport	x	x					x				x
2	PA	*LB Foster, Bedford						x	x		x	x	
2	PA	*Regal Industries, Donora										x	
2	PA	*Shane Felter Industries, Uniontown		x									
2	PA	*Skyline Steel, Camp Hill										x	
2	PA	*Steel Management Systems, Nazareth										x	

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3		CENTRAL & SOUTHEASTERN STATES REGION												
3	AL	*Contech (Steadfast Bridges), Fort Payne							x					
3	AL	*Favor Steel, Bessemer										x		
3	AL	*Hardie-Tynes Co, Inc., Birmingham												x
3	AL	Walpar Inc., Birmingham					x							
3	IN	Valmont Industries, Plymouth					x							
3	OH	Con-Serv, Inc., Brunswick						x						
3	OH	D.S. Brown, North Baltimore						x						
3	OH	*Dyson Corp, Painesville												x
3	OH	*Trinity Industries, Girard			x									
3	OH	Union Metal Corp, Canton					x							
3	OH	*US Bridge Corp, Cambridge								x				
3	MN	*Contech (Continental Bridge), Alexandria							x					
3	MN	*Wheeler Lumber LLC, Minneapolis							x					
3	MO	Brookfield Fabricating, Brookfield					x							
3	MO	*Trinity Products, St. Charles										x		
3	MO	*Wire Co World Group, St. Joseph												x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x											
3	TX	Dynamic Rubber (Cosmec), Athens						x						
3	TX	*Houston Structures, Houston												x
3	TX	Seismic Energy Products, Athens						x						
3	VA	*Hirschfeld Industries (Abington), Bristol	x											

- **Region: 1 New England States (CT, MA, ME, NH, RI, VT)
 2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
 3 Central States (TX, and states bordering Mississippi River) and Southeastern States
 4 Western States

EXHIBIT B - CONTRACT PRICE

1.6 Funding for this contract is from monies allocated to specific transportation projects.

5.5 The work required under the terms of this AGREEMENT shall be paid in accordance with the following schedule and stipulations:

5.6 The total cost of all work, expenses and profit under this AGREEMENT shall not exceed the amount shown in the Agreement (Form P-37) Block 1.8.

5.7 The total hourly wage rates tabulated in the Bid Schedule shall include all direct labor costs, overhead and burden (i.e. fringe benefits, payroll taxes, overhead), profit, and direct expenses (mileage, lodging, meals). The Bid Schedule lists straight time and overtime hourly wage rates for each employee classification for each of three years beginning on the effective date of the contract and shall be used in billing for all work done under this AGREEMENT.

Example of Contractor's Bid Schedule:

	TABLE 2- Rate Schedule	Year 1-3	Year 1-3
	Employee Classification	Straight time	Overtime
1	Certified Welding Inspector (CWI-Shop)	<i>item 1</i>	<i>item 2</i>
2	Certified Welding Inspector (CWI-Field)	<i>item 3</i>	<i>item 4</i>
3	NDT Level II Operator (NDT-Field)	<i>item 5</i>	<i>item 6</i>
4	Coating Inspector (NACE 2-Shop)	<i>item 7</i>	<i>item 8</i>

5.8 The employee classifications are defined as:

- (1) Certified Welding Inspector (CWI-Shop) with three years prior steel fabrication inspection experience for work in a shop facility. Inspection of painting galvanizing, and coatings requires a minimum 40 hours of basic training and two years coatings experience. See C.1.a.
- (2) Certified Welding Inspector (CWI-Field) working at a field jobsite throughout the State of NH shall meet the same CWI qualifications as for those working in a shop facility. See C.1.b.
- (3) Non-Destructive Testing (NDT-Field) Operator Level II for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT) at NH field bridge sites, plus three years experience in the NDT discipline. See C.1.c.
- (4) Coating Inspector (NACE 2-Shop) having NACE Level 2 and SSPC BCI certification (or current AMPP equivalent) and having two years prior coatings inspection experience for the application of coatings in the shop for bridges. See C.1.d.

5.9 The basis of payment shall be the bid rate per inspector per hour which shall be straight time for a 40-hour work week and overtime for over 40 hours per week for work on NHDOT projects.

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5.10 An Inspector shall be paid the straight hourly rate for daily commuting travel time by private automobile from the closer of home or office to the worksite, or between jobsites, for time exceeding 1/2 hour each way. The distance and time shall be determined by the routing determination of currently available map and route navigation software (e.g., Google®, MapQuest®, Garmin®, TomTom®, etc.)

5.11 The total hourly rate of pay for an Assistant Welding Inspector shall be 80% of the in-shop Certified Welding Inspector (CWI Shop).

5.12 An Inspector shall not work more than ten hours per day on any inspection assignment at a shop or jobsite without proper approval of the DEPARTMENT. The paid overlap time between two shifts shall not exceed one hour.

5.13 Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly basis by the CONTRACTOR listing hourly charges per Inspector per day during the billing period and identified by project name and state project number.

5.14 The CONTRACTOR shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to costs incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government (if utilized on a Federally funded project), and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

EXHIBIT C - SPECIAL PROVISIONS

This contract shall be administered in accordance with the applicable sections of Division 100 of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. In particular, but not limited to, Bidding Requirements and Conditions, Award and Execution of Contract, Scope of Work, Legal Relations and Responsibility to Public (except Insurance Requirements), Prosecution and Progress; and Measurement and Payment.

3.3 The DEPARTMENT reserves the right to renew the AGREEMENT for a period up to one (1) year, subject to the renegotiation of the funding and with the concurrence of the CONTRACTOR. 6.4 In accordance with EXECUTIVE ORDER 11246, the New Hampshire Department of Transportation has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONTRACTOR should contact them regarding related compliance issues.

10.1 However, for all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONTRACTOR, of a satisfactory nature in accordance with this AGREEMENT, which are of use to the DEPARTMENT, the CONTRACTOR shall be entitled to a credit determined solely by the Department, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

12. Modify the second sentence to read as follows: None of the Services shall be subcontracted by the Contractor without the prior written consent of the N. H. Department of Transportation.

12.1 All subcontracts shall be in writing. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

13.1 Professional Liability Indemnification. The CONTRACTOR agrees to indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONTRACTOR or its subcontractors in the performance of professional services covered by this AGREEMENT.

14.1.4 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$ 500,000.00 combined single limit; and

14.1.5 Professional liability (errors and omissions) insurance coverage of not less than \$ 1,500,000.00 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$ 75,000.00; and

14.1.6 Workers' compensation and employer's liability insurance as required by law.

14.3 Amend the fourth sentence of 14.3 to read:

Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than **30 days, or 10 days in cases of non-payment of premium**, after written notice thereof has been received by the STATE.

14.4 The CONTRACTOR shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

Statewide 43896 43897 43898 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services
3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 2/28/19, 03/17/23

25. **STANDARD SPECIFICATIONS.** The CONTRACTOR agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this AGREEMENT.

26. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.**

26.1 It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation (if utilized on a Federally funded project), at such reasonable time or times as the STATE or Federal Highway Administration deems appropriate.

26.2 The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is as shown in the Agreement (Form P-37) Block 1.4 or as follows.

26.3 It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

27. **REVISIONS TO REPORTS, PLANS OR DOCUMENTS.**

27.1 The CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONTRACTOR, without undue delays and without additional cost to the DEPARTMENT.

28. **DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.**

28.1 **Policy.** It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT (if utilized on a Federally funded project).

28.2 **Disadvantaged Business Enterprise (DBE) Obligation.** The STATE and its CONTRACTORS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONTRACTORS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of AGREEMENTS financed in whole or in part with Federal funds.

28.3 **Sanctions for Non-Compliance.** The CONTRACTOR is hereby advised that failure of the CONTRACTOR, or any Subcontractor performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

29. **DOCUMENTATION.** The CONTRACTOR shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration (if utilized on a Federally funded project). This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives required by this AGREEMENT.

30. **CLEAN AIR AND WATER ACTS.** If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONTRACTOR or subcontractor shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and

Statewide 43896 43897 43898 Prequalified, Low-Bid, On-Call Structural Steel Inspection Services
3/19/04, 11/28/07, 05/25/11, 2/29/2012, 9/17/14, 2/28/19, 03/17/23

Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONTRACTOR or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

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 KTA-TATOR, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on January 10, 1996. 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: 242319

Certificate Number: 0006329091



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2023.

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

David M. Scanlan
Secretary of State

KTA-TATOR, INC.

Certificate of Vote

I, J. Peter Ault, hereby certify that I am duly elected President of KTA-Tator, Inc. I hereby certify the following is a true copy of a vote taken of the Board of Directors of the Corporation, duly called and held on July 28, 2023 at which a quorum of the Board was voting.

RESOLVED, that the following persons are authorized to sign for KTA-Tator, Inc., as indicated:

Kenneth A Trimber, Chairman of the Board; David W. McFayden, Chief Executive Officer; J. Peter Ault, President/Secretary; William D. Corbett, COO; John C. Konopka, CPA; and Wendy D. Dameron, CHRO for all purposes.

Melissa J. McCormick, Contract Administrator as Acting Secretary.

Tracey L. Melograne, Controller and Jacob D. Hollamby, Accountant for audit/banking-related activities.

Business Unit, Department, and Region Managers for client-assigned electronic signatures related to project documentation that does not commit KTA to additional contract provisions/risk beyond those reviewed by the Contract Administrator.

All document authors for the purpose of technical reports.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of August 1, 2023.

This resolution applies specifically to New Hampshire Department of Transportation Agreement – Statewide 43897 for fabrication inspection services.

Attest:

Date:

10/3/23



J. Peter Ault
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED KTA-Tator, Inc. 145 Enterprise Drive Pittsburgh, PA 15275	INSURER A: Transportation Insurance Company NAIC # 20494	
	INSURER B: Continental Insurance Company 35289	
	INSURER C: Arch Insurance Company 11150	
	INSURER D: Illinois Union Insurance Company 27960	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W31206329 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	6020429631	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			6020429676	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N No	ZAWCI9403207	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			CEO G71762506 005	01/01/2024	01/01/2025	Per Claim: \$3,000,000 Annual Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Includes Pollution Coverage.
SEE ATTACHED

CERTIFICATE HOLDER New Hampshire DOT ttn: Michelle John Morton Building, 7 Hazen Drive P.O. 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED KTA-Tator, Inc. 145 Enterprise Drive Pittsburgh, PA 15275	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Statewide On-Call Bridge Painting Inspection and Consulting Services 42416" with "Statewide On-Call Structural Steel Inspection Services - 43897.

New Hampshire DOT is included as an Additional Insured as respects the General Liability policy where required by written-contract. Professional-Liability policy has a \$75,000 deductible-for-this-contract.

INSURER AFFORDING COVERAGE: Transportation Insurance Company

NAIC#: 20494

POLICY NUMBER: 6020429631 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Commercial Property	Limit:	See Below

ADDITIONAL REMARKS:

Blanket Bldg & Personal Property Limit \$16,137,382
 Business Income and Extra Expense \$500,000
 Valuable Papers & Records - \$1,000,000
 Policy Deductible - \$5,000



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 26; Page: 1 of 1

Policy No: BUA 6020429676

Policy Effective Date: 01/01/2024

Policy Page: 121 of 154

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75014XX (1-15)

Page 1 of 1

Transportation Insurance Company

Insured Name: KTA-TATOR, INC.

Policy No: 6020429631

Endorsement No: 1

Effective Date: 01/01/2024



**CANCELLATION CONFIRMATION (Notice to Insured/Broker Tracked Counterparties)
ENDORSEMENT**

Named Insured KTA-Tator, Inc.			Endorsement Number 007
Policy Symbol CEO	Policy Number G71762506 005	Policy Period 01/01/2024 to 01/01/2025	Effective Date of Endorsement 01/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

- I. If the Insurer cancels the Policy prior to its expiration date by notice to the "first named insured" for any reason other than nonpayment of premium, the Insurer will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as determined by the Insurer, to the persons or organizations listed in a schedule that the "first named insured" or its representative provide or have provided to the Insurer (hereinafter "Schedule"). The "first named insured" or its representative must provide the Insurer with both the physical and e-mail addresses of such persons or organizations, and the Insurer will utilize such e-mail address or physical address provided on such Schedule.
- II. The Schedule must be initially provided to the Insurer within **[fifteen]([15]) days** after:
 - a. The beginning of the "policy period", if this endorsement is effective as of such date; or
 - b. This endorsement has been added to the Policy, if this endorsement is effective after the "policy period" commences.
- III. The Schedule must be in an electronic format that is acceptable to the Insurer; and must be accurate.
- IV. The Insurer's delivery of the notification as described in Paragraph I. of this Endorsement will be based on the most recent Schedule in the Insurer's records as of the date the notice of cancellation is mailed or delivered to the "first named insured".
- V. The Insurer will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least **[thirty]([30]) days** prior to the cancellation date applicable to the Policy.
- VI. The notice referenced in this Endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. The Insurer undertakes no legal obligation of any kind to any such person(s) or organization(s). The Insurer's failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon the Insurer, or its agents or representatives, and will not extend any Policy cancellation date or negate any cancellation of the Policy.
- VII. The Insurer is not responsible for verifying any information provided in any Schedule, nor is the Insurer responsible for any incorrect information provided. If the "first named insured" or its representative does not provide a Schedule, the Insurer has no responsibility for taking any action under this Endorsement. In addition, if neither the "first named insured" or its representative provides the Insurer with e-mail and physical address information with respect to a particular person or organization, then the Insurer shall have no responsibility for taking action with regard to such person or entity under this Endorsement.
- VIII. The Insurer may arrange with the "first named insured's" representative for the latter to send such notice in the event of any such cancellation.
- IX. The "first named insured" agrees to cooperate with the Insurer in providing the Schedule, or in causing its representative to provide the Schedule.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI9403207

Named Insured: KTA-TATOR, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01-01-24