CJG

New Hampshire DOT
Department of Transportation

# THE STATE OF NEW HAMPSHIRE
## DEPARTMENT OF TRANSPORTATION

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NOV 12 2025

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

*David Rodrigue, P.E.*
*Assistant Commissioner*

Bureau of Mechanical Services
September 9, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

## REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation, Bureau of Mechanical Services, to contract with various private contractors to assist with winter maintenance activities, emergency repair of infrastructure due to flooding or other unexpected natural disasters, along with highway and bridge maintenance efforts, to be effective upon Governor and Executive Council approval through June 30, 2027.

## EXPLANATION

Since its creation, the Department of Transportation has rented and the Legislature has funded, privately owned equipment to assist with the maintenance of the state's roadway system. Over the course of this time there have been numerous versions of administrative rules, all noting (as in the current TRA 102.05)(b)(03) that the Department's " Bureau of Mechanical Services shall be responsible for …the setting of rental rates and approval of private equipment rental by this or any other department." The most current rental rates were published by the Department in 1999, with an update in 2021 for plow trucks rates. The approved FY24-25 budget included a 15% increase in rental rates beginning in fiscal year 2024. Any rental rates that either exceed the current published rates or are required for a piece of equipment not detailed within the current rates, must be approved at the Director of Operations level or Commissioner Level.

HB 517, Chapter Law 0156, laws of 2017 amended RSA 21-I, as follows: "Any agency, as defined in RSA 21-G:5, III, may, with the prior written approval of the department of administrative services, enter into an agreement to rent, lease, or lease-purchase vehicles from any outside vendor, or to rent or lease vehicles from any other state agency or department." For many years the Department has hired privately owned equipment to assist with maintenance and emergency repair efforts. This revision in Law (RSA 21-I:19-j) added the requirement for Administrative Services to review and approve this process.

The Department of Transportation has met with representatives from the Department of Administrative Services and specifically discussed the issue of rental of equipment. As part of this review, it was agreed by both Departments that the Department of Transportation request approval from the Governor and Executive Council for continued use of Rental contracts. As part of the adopted process, an informational item would be presented to the Governor and Executive Council on an annual basis which would provide the detail of the contracts which were entered into and used. The last informational item was submitted to G&C on 8/30/2024 for FY 2024.

Administrative rule TRA 102.05(a) (03) empowers the Department to set rental rates. When making this determination consideration is given to the type of equipment, its availability, and the need for the particular piece of equipment. Vendors who are willing to rent their equipment for the determined rate enter into an Equipment Contract Rental Agreement with the Department. This agreement is "at will"; there is no commitment from the vendor to provide equipment to the Department. Equipment can be rented by the hour, day, week or month, and also can be hired with or without an operator.

When a need for equipment arises, the availability, duration of use and location of assignment are determined. Selection of one vendor over another is often based on logistics, availability, performance and cost. Vendors who fail to perform due to equipment failures or vendor operator issues are dismissed and replaced as necessary.

The flexibility for this type of contract is critical to the nature of the work done by the Department. The vast majority of these contracts are used for winter maintenance operations (approximately 75%) and disaster recovery. These types of operations are very much unknown until they occur, and when they do, timeliness is absolutely critical to restoring the roadway system to a safe and passable condition.

To assure the oversight of the Governor and Council of these types of service contracts, the Department will submit to the Governor and Council a report annually that will detail the contracts which were entered into during the previous fiscal year.

The Department's approach to using Equipment Contract Rental Agreements has worked well over past years. The use of these agreements has allowed the Department to leverage the needed equipment and services necessary to keep the State's transportation system operational and help meet the expectations of New Hampshire's travelers. We believe the reporting system being proposed will further assist the Department and the Governor and Executive Council to further understand this hired equipment component of the Department's work.

It is respectfully requested that this item be approved.

Sincerely,

William Cass

William J. Cass, P.E.
Commissioner

Attachments (Sample Rental Agreements)

# NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
# SNOW AND ICE CONTROL EQUIPMENT RENTAL AGREEMENT

This Agreement is made between the New Hampshire Department of Transportation (hereinafter referred to as "NHDOT") and _____ (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with Exhibit A ("Scope of Services") and to rent to NHDOT the equipment (with attachments and operators as required) identified in Exhibit B, on a call-out basis to support NHDOT in performing Winter Maintenance Operations/Snow and Ice Removal and Treatment;

## GENERAL CONDITIONS

1. Contractor and Equipment Operators are required to follow the guidelines set forth in the most current version of the NHDOT Winter Maintenance Snow Removal and Ice Control Policy (https://www.dot.nh.gov/sites/g/files/ehbemt811/files/imported-files/winter-maint-snow-and-ice-policy.pdf) and the performance obligations as set forth in Exhibit A. Failure to comply with these guidelines shall be documented by NHDOT and may result in the termination of this Agreement.

2. NHDOT shall have the right to inspect all equipment rented under this agreement and shall have the right to reject any equipment which NHDOT deems to be unsuitable for Winter Maintenance activities;

3. Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations and inspections;

4. Contractor warrants that all operators have the required licenses, permits and certifications for the operation of the rented equipment;

5. Contractor shall not be allowed to assign or subcontract any portion of this contract, without the express written permission of NHDOT;

6. The term of this Agreement shall be for five (5) years from the date of execution. NHDOT shall have the right to exercise an option to extend this Agreement by an additional five (5) years by notifying the contractor in writing within ninety (90) days prior to the expiration of this agreement.

7. Contractor agrees that it shall be responsible for the supervising the conduct and employment of its equipment operators in performing their obligations under this Agreement;

8. By executing this Agreement, Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are independent contractors and not employees of the State for any purpose whatsoever. Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums,

Contract Rental Agreement #

withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided to the State's employees. It is agreed to and understood that Contractor is free to contract with other entities to provide the same or similar services during the term of this Agreement.

9. Damage to Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by the department not covered by policies of insurance procured pursuant to Paragraph 11 of this Agreement, shall be submitted to the Commissioner of the Department of Transportation and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.

10. The Contractor agrees to be responsible for the repair or replacement if any preventable damage, as determined by the NHDOT, is done by its equipment and/or any equipment provided by NHDOT to any public or personal property as a result of operation of its equipment under this Agreement.

11. The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:

a.) Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $500,000 per occurrence and $1,000,000 aggregate; and

b.) "Scheduled auto" coverage with a combined single limit of $500,000 per occurrence and $1,000,000 aggregate; and

c.) Worker's Compensation coverage in conformance with the requirements of N.H. RSA chapter 281-A.

The policies described in this section 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. The Contractor shall furnish to the NHDOT a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The state may allow for expiration of the required insurance provided that no work be performed under the Agreement during any period of non-coverage. **The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide NHDOT no less than thirty (30) days prior written notice of cancellation or modification of the policy.**

12. The Contractor shall defend, indemnify and hold harmless NHDOT and the State of New Hampshire (collectively referred to as the State), its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to

arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

13. Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits or approvals and shall not be entitled to any rebate or pro-rata exemption for use of equipment by the State.

14. NHDOT may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

**COMPENSATION**

15. The rental of equipment shall be compensated at the rates set forth in Exhibit B.

16. The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.

**MISCELLANEOUS**

17. The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.

18. No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.

19. This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.

20. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon, and inures to the benefit of the parties and their respective successors and assigns. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified Winter Maintenance Equipment.

23. The effective date of this agreement shall be the date upon which this document was signed by all parties or upon Governor & Council approval, whichever is later.

Contract Rental Agreement #

**New Hampshire Department Of Transportation**

_____
Signature

By: _____
(Print name)

Title: _____

Date: _____

**Company (Contractor)**

_____
Signature

By: _____
(Print name)

Title: _____

_____
Firm Name

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

_____
Vendor #

_____
Date

For Office Use Only: _____ Insurance Certificate on File Expiration: ___/ /_____

# EXHIBIT A
# SCOPE OF SERVICE

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. All Contractors shall report to the shed when called in for plowing unless an off-site location has been agreed to and approved by the Maintenance Supervisor to enhance response time and operations (i.e. Park & Ride). Off-site Contractors shall call Patrol Foreman when they arrive so the Patrol Foreman or designee can verify. All equipment must arrive in good working condition.

2. All Contractors shall report to the shed or off-site location within 1 hour after call in. If the Contractor doesn't arrive in that time frame they will not be paid for that hour and their start time will be the time they arrive (half-hour increment). Call in time can be adjusted due to Contractor travel time if approved by the District Engineer/ Bureau Administrator.

3. Contractors will not be paid for vehicle down time greater than 1 hour during a storm unless approved by Maintenance Supervisor.

4. Contractors will be allowed to perform routine and/or emergency maintenance to their vehicles or equipment at any NHDOT facility. Routine maintenance will not be at cost of the Department.

5. In an emergency situation the Patrol Foreman can provide Contractors miscellaneous supplies such as oil, coolant, other fluids, and windshield wipers in order to get the Contractor back in service as soon as possible. The Contractor must replace these supplies to NHDOT within 1 week. Patrol Foreman shall document the supplied/replaced items and have contractor initial both for concurrence.

6. Contractors that are unavailable during a storm shall not receive the 10 hr. minimum stipend. Should a Contractor have an alternate driver cover for them, the alternate driver's contact information shall be provided to the Patrol Foremen.

7. At the discretion and approval of the Patrol Foreman and concurrence of the Maintenance Supervisor, Contractors may store their vehicles at NHDOT facilities during the winter. All vehicles must be removed at the end of the stipend period or as directed by District Engineer / Bureau Administrator.

8. The District Engineer / Bureau Administrator may issue Non-Revenue transponders as necessary to their Contractors at the beginning of the storm and collect then at them at the end of the storm. Contractor shall not take the Non-Revenue tags home.

9. Acceptable closed loop spreader control systems shall be fully calibrated, ground speed orientated with or without AVL or GPS, and provide the ability of reporting material applications rates in pounds per lane mile in time increment of five minutes or less. NHDOT shall have full access to the reports whether via an internet connection or be provided with printable reports upon request. Calibrated application rates shall range from 50 – 500 pounds per lane mile, with the average rate of application of straight salt average between 200-250 pounds per lane mile.

10. Contractor shall allow open loop spreaders to be calibrated by NHDOT. NHDOT will provide results of calibration with a card for the operator to follow as per instructions from the Patrol Foreman in concerns of rate of product for each storm.

11. At the end of each storm all Contractors and operators are required to return to their appointed shed and return any unused material, if applicable. Applying excess material onto the roadway as a method of spinning off unused material is not allowed and may result in termination of the contract by NHDOT.

12. Contractors that are notified that their equipment is not calibrated correctly or pre-wetting unit is inoperable if so equipped, will be allowed to finish their shift, but will not be allowed to return until their equipment has been repaired and inspected by NHDOT.

13. For any NHDOT equipment that the Contractor is using, the NHDOT Supplied Equipment Checklist Attachment A shall be filled out. NHDOT equipment used by the Contractor shall remain on NHDOT property if the Contractor's vehicle is taken off site for any reason other than providing services for NHDOT unless otherwise authorized by the Patrol Foreman and/or Maintenance Supervisor.

14. The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the NHDOT Patrol Foremen. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.

# EXHIBIT B
## COMPENSATION

All contracts shall have the Supplemental Equipment Schedule form Attachment B filled out for each piece of equipment. All rates in this Agreement are described below which shall include but not limited to insurance, registration fees, maintenance, repairs and fuel.

I. Licensed Qualified Operator (as required) rate is $23.00/hr for non-commercial vehicles (25,999 GVWR and below)

II. Licensed Qualified Operator (as required) rate is $26.45/hr for commercial vehicles (26,000 GVWR and above)

III. The Contractor shall be paid per the type of operation; Plowing, Plowing and Spreading per the size of vehicle described below in Table I Vehicle Rates.

**Table I Vehicle Rates**

| Gross Vehicle Weight Rating (GVWR) Based on vehicle's door label, not vehicle registration | Plowing Rate | Plowing & Spreading Rate |
|---|---|---|
| Below 11,999 | $39.34 | $44.44 |
| 12,000 to 25,999 | $44.67 | $51.22 |
| 26,000 to 43,999 | $57.34 | $66.07 |
| 44,000 and above | $62.72 | $72.90 |

IV. Additional Equipment Accessories Cost is below in Table II Equipment Accessories

**Table II Equipment Accessories**

| Description | **Hourly** | **Monthly** |
|---|---|---|
| One Way Snow Plow – All Sizes | $3.80 | $258.75 |
| Reversible Snow Plow – All Sizes | $5.06 | $345.00 |
| Snow Wings – All Sizes | $2.53 | $172.50 |
| Spreader up to 2 CY | **N/A** | $332.06 |
| Spreader up to 2 ¼ to 5 CY | **N/A** | $426.94 |
| Spreader up to 5 ½ to 8 CY | **N/A** | $569.25 |
| Spreader over 8CY | **N/A** | $664.13 |
| Hydraulic Hoist Under 2 Tons | $5.06 | **N/A** |
| Hydraulic Hoist Over 2 Tons | $13.92 | **N/A** |
| Electric Hoist over Hydraulic Hoist | $5.06 | **N/A** |
| Ground Speed Spreader Control System | $9.87 | **N/A** |
| Liquid Dispensing System - On/Off switch | $2.53 | **N/A** |
| Liquid Dispensing System - Ground Speed Controlled | $4.43 | **N/A** |

V. Every year NHDOT will send out a letter to all Contractors for winter plowing rates explaining the fuel adjustment and the minimum biweekly payment of hours during the maintenance season with the beginning and end date.

VI. Payment for the hourly rentals will be bi-weekly through NHDOT Management Asset Tracking System (MATS). Contractors should expect to receive their payment within two (2) weeks after the end of the bi-weekly pay period. NHDOT will track the time worked via the Daily Run sheets (See Exhibit D Attachments – Form Attachment C) or another method. Daily Run sheets are to be filled out and signed each working day to confirm their time and payment, and submitted to NHDOT.

VII. Overpayments or erroneous payment to the Contractor shall be promptly returned to the State in the full amount by the Contractor within fifteen (15) days after written notification from the State.

VIII. Fuel Adjustment- A diesel fuel adjustment will be made each bi-weekly period based on the American Automotive Association (AAA) New Hampshire Average Diesel price, as compared to a base rate price of $2.18/gal. The price difference between the AAA price reported in the middle of the bi-weekly period and the base rate price will be multiplied by an assumed fuel usage of 4.25 gal/hr to determine the hourly fuel adjustment for that bi-weekly period.

IX. 10 Hour Minimum- Regularly scheduled trucks will be provided a minimum payment of 10 hours/ bi-weekly period at the highest winter rate they are contracted for, minus the fuel adjustment for the bi-weekly period. The 10 hour minimum will be reduced to reflect any hours actually worked during that bi-weekly period. Hours worked will be paid at the contracted rate for the work performed, with a fuel adjustment included. This payment will begin approximately in mid-November and continue for a total of ten (10) bi-weekly periods.

Contract Rental Agreement #

# EXHIBIT C

## Sole Proprietor Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Snow and Ice Control Equipment Rental Agreement are amended as follows:

11a. Deleted

## Monthly Rental Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Snow and Ice Control Equipment Rental Agreement are amended as follows:

**General Conditions**

11. Deleted

**Exhibit A**

1. Deleted
2. Deleted
3. Deleted
6. Deleted
7. Deleted
8. Deleted
13. Deleted

**Exhibit B**

I. Deleted
II. Deleted
III. Deleted
V. Deleted
VI. Deleted
VIII. Deleted
IX. Deleted

**Exhibit D**

Attachment A – Deleted
Attachment C – Deleted
Attachment D - Deleted

# EXHIBIT D

## Attachments

## Attachment A- NHDOT Supplied Equipment Checklist

This form shall be completed whenever any state equipment is temporarily mounted on a piece of hired plowing contractor's equipment for the purpose of tracking the items ensuring they are removed at the end of the plowing season.

| | |
|---|---|
| Name of Contractor: | |
| Contract Rental Agreement #: | |
| Vehicle Description: | |

| Description of Equipment | Inventory / Serial # | Description |
|---|---|---|
| Front Plow | | |
| Wing Plow | | |
| Front Plow Frame | | |
| Wing Box & Hoist | | |
| Electric/Hydraulic Pump | | |
| Plow Blades | | |
| Other | | |

| Date Issued | Foreman's Initials | Vendor's Initials | Date Returned | Foreman's Initials | Vendor's Initials |
|---|---|---|---|---|---|
| | | | | | |

# Attachment B - Supplemental Equipment Schedule

| VENDOR # | VENDOR | Contract Rental Agree Type | Dist/Bur | Plows For | Contract Rental Agreement # | Contract Exp Date |
|---|---|---|---|---|---|---|
| | | | | | | |

| MAKE | VIN | YEAR | GVWR | Fuel Provided By DOT |
|---|---|---|---|---|
| | | | | Yes____ No__X____ |

| RA Item # | Equipment Class | Description of Equipment | Equipment Rate | Operator Rate | Type H/M | Effect Date | Amended Exp Date | Initials D.E./Bur Adm. | Initials Vendor |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
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**Additional Equipment/Rates**

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| | | |
| | Total | |

DWR Description (50 Characters to include spaces)

_____

## Hourly Rental Rates and Equipment Class Codes

| Agreement | Codes | | Front plow | Codes | Rate | | Ground speed | Codes | Rate | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| _ _ - _ _ _ _ | | | One Way Plow | FO | $3.80 | | Ground Speed | GS | $9.87 | | | |
| ##-#### | | | Reversible Plow | FR | $5.06 | | No Ground Speed | GN | $0.00 | | | |
| Equipment Class Code | | | No Plow | FN | $0.00 | | | | | | | |
| _ _ _ _ _ _ _ | | | | | | | Liquid | Codes | Rate | | | |
| | | | Wings | Codes | Rate | | Liquid On/Off Switch | LS | $2.53 | | | |
| Year | | | Left Wing | WL | $2.53 | | Liquid Ground Speed | LG | $4.43 | | | |
| _ _ | | | Right Wing | WR | $2.53 | | No Liquid | LN | $0.00 | | | |
| ## | | | Double Wing | WD | $5.06 | | | | | | | |
| | | | No Wing | WN | $0.00 | | Equipment Class Code - Plow / Plow and Spreading | Codes | Rate | OPR Rate | Total | |
| Make (4 letters) | | | | | | | 3/4 TON TRUCK PLOWING | 55015P0 | $39.34 | $0.00 | $39.34 | |
| Ford | Ford | | Spreader | Codes | Rate | | 3/4 TON TRUCK PLOWING W/OPR | 55215P0 | $39.34 | $23.00 | $62.34 | |
| Chev | Chev | | 2.1-5.0 CY | S5 | $0.00 | | 3/4 TON TRUCK PLOWING & SPREADING | 55015X0 | $44.44 | $0.00 | $44.44 | |
| Dodge | Dodg | | 5.1-8CY | S8 | $0.00 | | 3/4 TON TRUCK PLOWING & SPREADING W/OPR | 55215X0 | $44.44 | $23.00 | $67.44 | |
| Mack | Mack | | Over 8 CY | S9 | $0.00 | | 1-2 TON TRUCK PLOWING | 55010P0 | $44.67 | $0.00 | $44.67 | |
| International | Inte | | No spreader | SN | $0.00 | | 1-2 TON TRUCK PLOWING W/OPR | 55210P0 | $44.67 | $23.00 | $67.67 | |
| Peterbuilt | Pete | | | | | | 1-2 TON TRUCK PLOWING & SPREADING | 55010X0 | $51.22 | $0.00 | $51.22 | |
| Sterling | Ster | | Hoist Type | Codes | Rate | | 1-2 TON TRUCK PLOWING & SPREADING W/OPR | 55210X0 | $51.22 | $23.00 | $74.22 | |
| Kenworth | Kenw | | Hydraulic 2 ton and under | HU | $5.06 | | 3-5 TON TRUCK PLOWING | 55011P0 | $57.34 | $0.00 | $57.34 | |
| GMC | GMAC | | Hydraulic over 2 ton | HO | $13.92 | | 3-5 TON TRUCK PLOWING W/OPR | 55211P0 | $57.34 | $26.45 | $83.79 | |
| Hino | HINO | | Electric over Hydraulic | HE | $5.06 | | 3-5 TON TRUCK PLOWING & SPREADING | 55011X0 | $66.07 | $0.00 | $66.07 | |
| Other | Othe | | No Hoist | HN | $0.00 | | 3-5 TON TRUCK PLOWING & SPREADING W/OPR | 55211X0 | $66.07 | $26.45 | $92.52 | |
| | | | | | | | OVER 5 TON TRUCK PLOWING | 55012P0 | $62.72 | $0.00 | $62.72 | |
| | | | | | | | OVER 5 TON TRUCK PLOWING W/OPR | 55212P0 | $62.72 | $26.45 | $89.17 | |
| | | | | | | | OVER 5 TON TRUCK PLOWING & SPREADING | 55012X0 | $72.90 | $0.00 | $72.90 | |
| | | | | | | | OVER 5 TON TRUCK PLOWING & SPREADING W/OPR | 55212X0 | $72.90 | $26.45 | $99.35 | |

## Monthly Rental Rates and Equipment Class Codes

| **Front plow** | **Codes** | **Equipment Class Codes** | **Monthly Rate** | |
|---|---|---|---|---|
| One Way Plow | FA | 61043 | $258.75 | |
| Reversible Plow | FB | 61043 | $345.00 | |
| | | | | |
| **Wings** | **Codes** | **Equipment Class Codes** | **Monthly Rate** | |
| Left Wing | WA | 61044 | $172.50 | |
| Right Wing | WB | 61044 | $172.50 | |
| Double Wing | WC | 61044 | $345.00 | |
| | | | | |
| **Spreader** | **Codes** | **Equipment Class Codes** | **Monthly Rate** | |
| Up to 2 CY | S2 | 61002 | $332.06 | |
| 2.1 to 5 CY | S5 | 61002 | $426.94 | |
| 5.1 to 8 CY | S8 | 61002 | $569.25 | |
| 8.1CY and above | S9 | 61002 | $664.13 | |

## Attachment C - Rental Contractor Daily Run Sheet

Contract rental Agreement # _____ Plow Route Run Sheet for _____Maintenance

Date(s) _____Truck _____ Driver _____Route _____

Odometer Start _____ Odometer End _____Total Miles _____

Contractor Start Time _____ End Time_____ Signature _____PF Signature _____

| Run # | Plow (Y/N) | Start Time | End Time | Temp | Weather (see Below) | Length (LM) | Salt Used (tons) | Sand Used (tons) | Application Rate | Gate Height Inches | Liquid | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Used (Gallons) | Type Used | Application Type |
| Run # 1 | | | | | | | | | | | | | |
| Run # 2 | | | | | | | | | | | | | |
| Run # 3 | | | | | | | | | | | | | |
| Run # 4 | | | | | | | | | | | | | |
| Run # 5 | | | | | | | | | | | | | |
| Run # 6 | | | | | | | | | | | | | |
| Run # 7 | | | | | | | | | | | | | |
| Run # 8 | | | | | | | | | | | | | |
| Run # 9 | | | | | | | | | | | | | |
| Run # 10 | | | | | | | | | | | | | |

Notes:

1.Indicate Weather Conditions as follows

1 - Snowing (indicate accum)
2 - Snowing and Raining
3 - Raining
4 - Freezing
5 - Sleeting
6 - Storm Over
7 - Cloudy
8 - Clear
9 - Drifting
10 - Heavy fog
11 - Heavy winds
12 - Gale winds
13 - Visibility poor
14 - Visibility near zero
15 - Black ice

2. Application Type:

PT – Pretreating
PW - Prewetting

Notes:_____

_____

# Attachment D – Rental Contractor's Spreader Calibration Card

Patrol Shed _____ Company _____

Contract RA# _____

Date _____ Truck ID _____

| Conveyor Speed Setting | Gate Opening | LBS Per 15 Sec. | LBS Per Minute (x4) | 10 M.P.H. X 6 | 15 M.P.H X 4 | 20 M.P.H X 3 | 25 M.P.H. X 2.4 | 30 M.P.H X 2 | 35 M.P.H. X 1.7 | 40 M.P.H X 1.5 |
|---|---|---|---|---|---|---|---|---|---|---|
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**NEW HAMPSHIRE DEPT. OF TRANSPORTATION**
**CONTRACT RENTAL AGREEMENT**

| Dist/Bur | CONTRACT RENTAL AGREEMENT NO. |
|---|---|
| | |

## CONTRACT RENTAL AGREEMENT TYPE

On _____/_____/_____, I/We _____ enter into an agreement with the NHDOT to rent/lease equipment (and/or equipment operators) as described at the rates shown (attached separately), and to furnish all items necessary for the successful operation of the equipment:

Special provisions relating to rates, transportation, work delays, equipment substitution, etc.: ☐ None, Not Applicable

**FOR SNOWPLOW OPERATIONS ONLY (*Company/Corporation*)**

**Article 8.2 is modified to provide: The Lessor shall maintain at minimum "scheduled auto" coverage with a combined single limit of $350,000 for all equipment to be used under this agreement. All equipment identified above shall possess a vehicle registration issued by a State or Commonwealth in the U.S. and be listed on the accompanying insurance schedule. Automobile insurance shall provide coverage for all equipment in use under this agreement.**

**All other clauses contained herein including INDEMNIFICATION (Para. 6) remain in full force and effect**

_____
Approved Signature per NHDOT Policy date

**LESSEE: New Hampshire Dept. of Transportation (NHDOT)** **LESSOR**_____

| | | |
|---|---|---|
| 1.1 | ⇐ street address⇒ | 2.1 |
| 1.2 | ⇐city, state, zip code ⇒ | 2.2 |
| 1.3 (603) | ⇐ telephone ⇒ | 2.3 (  ) |
| | vendor # ⇒ | 2.4 |
| | tax id # ⇒ | 2.5 |

☐ Insurance Certificate on File, Attached
Company:
Limits:
Expiration: ___/___/___
☐ Certificate of Good Standing Attached
☐ Certificate of Vote Attached

Signature _____
Name (PRINT) _____
Title _____
Date _____

Signature _____
Name (PRINT) _____
Title _____
Date _____

### TERMS AND CONDITIONS

**1. MANUFACTURER RATED CAPACITY ("MRC").** If a capacity is greater than the manufacturer's standard rating for this model, list on the *Supplemental Equipment Schedule* under section entitled "Description of Equipment" manufacturer's standard oversize components by make, model, and size, which make up this rating. Random reinforcement or additional volume gained by oversize buckets, bodies, etc., without corresponding increase in power, will not be considered sufficient reason for an increase in rate. MRC shall be based initially on the factory MRC, with any adjustments based on post-manufacture modifications. In no case may equipment have a MRC greater than indicated on its current vehicle registration.

**2. EQUIPMENT/OPERATOR RENTAL RATES.** The Lessee shall pay to the Lessor at the address identified above sums due for equipment and or operator rental(s). Unless otherwise indicated, rates shall be set under the NHDOT current schedule of *Equipment Rental Rates*. Rate(s) for each equipment code shall constitute complete payment for all expenses of whatever nature incurred by the Lessor in the performance of this agreement. If equipment is scheduled with more than one rate, the Lessee shall pay the rate set for that equipment as requested for that project. General rates for equipment codes as published in *Equipment Rental Rates* may be modified by Lessee from time to time. Rates paid to the Lessor may be adjusted by Lessee if equipment MRC has been overrated, or if lesser grade equipment was used to perform the work. Lessor shall reimburse Lessee for overpayments, and Lessee may use outstanding payments in offset.

**3. SUBSTITUTIONS.** The Lessor may, with prior approval by Lessee, substitute any appropriate scheduled equipment under this agreement for other equipment to meet a need identified by Lessee. If the Lessor substitutes more expensive equipment where a less expensive item is requested, the Lessor shall be limited to reimbursement at the lower rate.

**4. EQUIPMENT AMENDMENTS.** Modifications to existing equipment and/or inclusion of additional equipment may be achieved through execution of the *Supplemental Equipment Schedule* and approved by the Bureau Administrator/District Engineer and Lessor (or his authorized Agent) by signature or by initials. All Terms and Conditions contained herein shall apply to additional *Schedules*, whenever executed.

**5. DAMAGES.** Damage to Lessor's equipment caused by normal wear and tear is hereby assumed by the Lessor. The decision as to whether such damage has been caused by normal wear and tear shall be made by the District Engineer or the Mechanical Services Administrator. Other claims for damage caused to privately owned equipment or vehicles while in use under contract to the Lessee shall be referred to the Mechanical Services Administrator for a determination as to the Lessee's liability.

**6. INDEMNIFICATION.** The Lessor shall defend, indemnify, and hold harmless the Lessee, its officers, employees, agents, and assigns from and against any and all losses suffered by the Lessee, its officers and employees, and any and all claims, liabilities or penalties asserted against the Lessee, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessor, including claims based upon breach of warranty, personal injury, property damage, strict liability or negligence, for any loss, damage or injury caused by or relating to the design, manufacture, selection, delivery, condition, operation, use, ownership, maintenance or repair of any unit. Further, Lessor agrees to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by lessee or its officers, employees, agents and assigns in defending such claims or in enforcing this provision. Under no condition or cause of action shall lessee be liable for any loss of actual or anticipated business or profits or any special, indirect or consequential damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**7. OPERATORS, PERMITS, LICENSES, INSPECTIONS, CERTIFICATIONS, REGISTRATIONS FOR OPERATORS AND EQUIPMENT.** If an operator(s) is rented from the Lessor under this agreement, each operator(s) shall have all required licenses, permits, and certifications for the operation of the equipment, and the Lessor shall maintain all required insurance (including workers compensation) to cover this operator. The Lessee may provide any employee, contractor or agent of the Lessee to operate general equipment. For any equipment that requires licensing or permits greater than a general driver license, the operator and equipment must currently possess all appropriate certifications, licenses, or permits for operation of the equipment. The Lessor shall obtain and keep in force during the rental period all certifications, registrations or inspections necessary to operate and utilize the leased equipment. In no case is Lessor or an operator to be construed as an employee or agent of the Lessee.

**8. INSURANCE.**

8.1. Comprehensive insurance. The Lessor shall, at its own expense, obtain, and maintain in force during the term of this agreement, comprehensive general liability insurance, including contractual coverage, in amounts not less than $350,000 per incident. Prior to the beginning of the lease, the Lessor shall provide a Certificate of Insurance demonstrating the required insurance coverage which shall specify that "*State of New Hampshire is additional named insured with respect to comprehensive general liability*," shall be primary, without the right of contribution from any other insurance carried by Lessor.

8.2 Automobile insurance. The Lessor shall maintain "any auto" coverage with a combined single limit of $350,000. All equipment identified above shall, wherever possible, possess a vehicle registration issued by a State or Commonwealth in the U.S. Automobile insurance shall provide coverage to all equipment users, passengers, or operators.

8.3 Workman's Compensation. The Lessor hereby agrees to purchase and maintain as required by law the appropriate workman's compensation insurance to cover all claims of employees of said Lessor; should the Lessor fail to purchase and maintain such insurance, and should the Lessee be found liable to the employees of the Lessor, the Lessee may recover the amount of any compensation or damages paid to the Lessee's employees and any expenses related thereto, including attorneys fees and costs.

8.4 All policies shall be the standard form employed in New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the State.

**9. MODIFICATION OF SCHEDULED EQUIPMENT.** Lessee shall not, without prior approval of the Lessor, alter or affix any accessory to any scheduled equipment to it if doing so will impair its originally intended function or use or reduce its value. Lessee shall not make any "non-reversible" addition to equipment without the prior written consent of Lessor. Any alteration or addition to equipment shall be the responsibility of and at the sole risk of Lessor.

**10. TAXES:** The Lessor shall be responsible for all federal, State or local taxes, fees, registrations, permits or approvals of any kind required for the equipment and operators subject to this agreement, and shall not be entitled to any rebate, or pro-rata exemption for its use by the State.

**11. LOSS OR DAMAGE:** Lessor shall bear the risk of any loss where the equipment is worn out, lost, stolen, destroyed, or, in Lessor's opinion, irreparably damaged or other damages while in Lessee's possession. Lessee shall give Lessor notice of any loss or other damage.

**12. LESSOR'S RIGHTS:** Lessor shall have no vested right or interest in the use of Lessor's equipment or operators for any project undertaken by the Lessee. The Lessor may not assign this agreement to any other party, and this agreement is not intended to benefit any third party.

**13. EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF LEASE; NOTICES:** A delay or omission by Lessee to exercise any right or remedy shall not impair any right or remedy and shall not be construed as a waiver of any breach or default. Any waiver or consent by Lessee must be in writing. This agreement completely states the rights of Lessor and Lessee and supersedes all prior agreements. No variation or modification of this Lease shall be valid unless in writing. All notices shall be in writing, addressed to the other party at the address stated on the front or at such other address as may hereafter be furnished in writing.

**14. GOVERNING LAW.** This agreement shall be governed and construed under New Hampshire law. Lessor acknowledges and agrees to comply with all applicable State, federal and local laws and regulations in force and effect during the term of this agreement, including but not limited to the Federal Motor Carrier Safety Act.

**15. SEVERABILITY; SURVIVAL OF COVENANTS:** If any provision of this agreement shall be invalid, it shall be deemed omitted but the remaining provisions shall be given effect. All of Lessor's obligations under this agreement shall survive expiration or termination, to the extent required for their full observance and performance.

**16. DURATION**. This agreement shall be valid until terminated in writing by either party.

**17. ENTIRE AGREEMENT**. This rental agreement is not valid until all details (including equipment identification, proof of registration, insurance, etc.) have been identified on the agreement and received by NHDOT. This agreement, along with all non-conflicting provisions of Section 100 of the most recent version of the NHDOT *Standard Specifications for Bridge & Road Construction,* which is incorporated herein by reference, identifies all terms and conditions of this agreement, and may not be modified without approval of the Attorney General's Office for any special terms or conditions.

# Supplemental Equipment Schedule

| Vendor # | Vendor | SSN/Fed ID # | Contract Rental Agreement Type | Dist/ Bur | Contract Rental Agree. # |
|---|---|---|---|---|---|
| | | | | | |

| Type | Make | VIN # | Year | Model | Capacity |
|---|---|---|---|---|---|
| | | | | | |

| RA Item # | Equipment Class | Description of Equipment | Equipment Rate | Operator Rate | Type H/D/W/M/Y/O | Effective Date | Expiration Date | Initials D.E./Bur. Admin. | Initials Vendor |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
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**Special Provisions:** **Fuel Provided By DOT: Yes__X___No___**

| Type | Make | VIN # | Year | Model | Capacity |
|---|---|---|---|---|---|
| | | | | | |

| RA Item # | Equipment Class | Description of Equipment | Equipment Rate | Operator Rate | Type H/D/W/M/Y/O | Effective Date | Expiration Date | Initials D.E./Bur. Admin. | Initials Vendor |
|---|---|---|---|---|---|---|---|---|---|
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**Special Provisions:** **Fuel Provided By DOT: Yes_____No_X___**

# NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
# HAULING RENTAL AGREEMENT

This Agreement is made between the New Hampshire Department of Transportation (hereinafter referred to as "NHDOT") and _____ (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with Exhibit A ("Scope of Services") and to rent to NHDOT the equipment (with attachments and operators as required) identified in Exhibit B, on a call-out basis to support NHDOT in performing Maintenance Operations.

## GENERAL CONDITIONS

1. Contractor and Equipment Operators are required to follow the obligations as set forth in Exhibit A. Failure to comply with these guidelines shall be documented by NHDOT and may result in the termination of this Agreement.

2. NHDOT shall have the right to inspect all equipment rented under this agreement and shall have the right to reject any equipment which NHDOT deems to be unsuitable hired activities;

3. Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations and inspections;

4. Contractor warrants that all operators have the required licenses, permits and certifications for the operation of the rented equipment;

5. Contractor shall not be allowed to assign or subcontract any portion of this contract, without the express written permission of NHDOT;

6. The term of this Agreement shall be for five (5) years from the date of execution. NHDOT shall have the right to exercise an option to extend this Agreement by an additional five (5) years by notifying the contractor in writing within ninety (90) days prior to the expiration of this agreement.

7. Contractor agrees that it shall be responsible for the supervising the conduct and employment of its equipment operators in performing their obligations under this Agreement;

8. By executing this Agreement, Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are independent contractors and not employees of the State for any purpose whatsoever. Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums, withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided

to the State's employees. It is agreed to and understood that Contractor is free to contract with other entities to provide the same or similar services during the term of this Agreement.

9. Damage to Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by the department not covered by policies of insurance procured pursuant to Paragraph 11 of this Agreement, shall be submitted to the Commissioner of the Department of Transportation and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.

10. The Contractor agrees to be responsible for the repair or replacement if any preventable damage, as determined by NHDOT, is done by its equipment and/or any equipment provided by NHDOT to any public or personal property as a result of operation of its equipment under this Agreement.

11. The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:

a.) Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $500,000 per occurrence and $1,000,000 aggregate; and

b.) "Scheduled auto" coverage with a combined single limit of $500,000 per occurrence and $1,000,000 aggregate; and

c.) Worker's Compensation coverage in conformance with the requirements of N.H. RSA chapter 281-A.

The policies described in this section 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. The Contractor shall furnish to the NHDOT a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. **The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide NHDOT no less than thirty (30) days prior written notice of cancellation or modification of the policy.**

12. The Contractor shall defend, indemnify and hold harmless NHDOT and the State of New Hampshire (collectively referred to as the State), its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

13. Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits or approvals and shall not be entitled to any rebate or pro-rata exemption for use of equipment by the State.

14. NHDOT may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

**COMPENSATION**

15. The rental of equipment shall be compensated at the rates set forth in Exhibit B.

16. The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.

**MISCELLANEOUS**

17. The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.

18. No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.

19. This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.

20. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon, and inures to the benefit of the parties and their respective successors and assigns. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified any other Hauling Contract.

23. The effective date of this agreement shall be the date upon which this document was signed by all parties.

**New Hampshire Department Of Transportation**

Signature

By: (Print name)

Title:

Date: 7/18/2023

**Company (Contractor)**

Signature

By: (Print name)

Title:

Firm Name

F. L. Merrill Construction Inc.

Street Address

35 Veterans Drive

City, State, Zip Code

Loudon N.H. 03307

Telephone Number

603-228-5558

Email Address

Vendor #

7/18/2023

Date

For Office Use Only: ☐ Insurance Certificate on File / / Expiration:

# EXHIBIT A
# SCOPE OF SERVICE

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. All Contractors shall report to the agreed upon work location. All equipment must arrive filled with fuel and in good working condition.

2. Contractors will not be allowed to perform any type of maintenance, except emergency repairs, to any vehicles or equipment at any NHDOT facility.

3. At the discretion and approval of the Patrol Foreman and concurrence of the Maintenance Supervisor, Contractors may store their equipment at NHDOT facilities during the period in which the equipment is being rented for.

4. The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the NHDOT Patrol Foremen. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.

# EXHIBIT B
## COMPENSATION

All rates in this Agreement are described below which shall include but not limited to insurance, registration fees, maintenance, repairs and fuel.

I. Licensed Qualified Operator (as required) rate is $18.34/hr for non-commercial vehicles (25,999 GVWR and below)

II. Licensed Qualified Operator (as required) rate is $20.24/hr for commercial vehicles (26,000 to 60,999 GVWR and above)

III. Licensed Qualified Operator (as required) rate is $29.10/hr for commercial vehicles (61,000 GVWR and above)

IV. The Contractor shall be paid for Hauling per the size of vehicle described below in Table I Hauling Rates.

**Table I Hauling Rates**

| **Gross Vehicle Weight Rating (GVWR) Based on vehicle's registration or Body Size whichever is the lower rate.** | Body Cubic Yard | Hauling Rate |
|---|---|---|
| 15,000 – 22,999 | 4 to 5- 1/2 | $36.53 |
| 23,000 – 25,999 | 5-1/2 to 6-1/2 | $37.17 |
| 26,000 – 28,999 | 6-1/2 to 7 | $37.82 |
| 29,000 – 33,999 | 7 -1/2 to 8 | $39.13 |
| 34,000 – 43,999 | 8-1/2 to 10 | $48.16 |
| 44,000 – 46,999 | 11 | $48.30 |
| 47,000 – 50,999 | 12 | $50.62 |
| 51,000 - 60,999 | 13 to 14 | $52.37 |
| Tractor W/Dump Trailer & Tri Axle Trucks | | |
| 61,000 to 69,999 | 16 to 17 | $55.14 |
| 70,000 to 73,999 | 18 | $58.05 |
| 74,000 to 76,999 | 19 | $62.41 |
| 77,000 and above | 20+ | $66.78 |

V. Payment for the rentals will be bi-weekly through NHDOT Management Asset Tracking System (MATS). Contractors should expect to receive their payment within two (2) weeks after the end of the bi-weekly pay period. NHDOT will track the time worked each day.

VI. Overpayments or erroneous payment to the Contractor shall be promptly returned to the State in the full amount by the Contractor within fifteen (15) days after written notification from the State.

VII. Fuel Adjustment- A diesel fuel adjustment will be made each bi-weekly period based on the American Automotive Association (AAA) New Hampshire Average Diesel price, as compared to a base rate price of $2.18/gal. The price difference between the AAA price reported in the middle of the bi-weekly period and the base rate price will be multiplied by an assumed fuel usage of 4.25 gal/hr to determine the hourly fuel adjustment for that bi-weekly period.

# EXHIBIT C
## Sole Proprietor Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Equipment Rental Agreement are amended as follows:

11a. Deleted

# Attachment B - Supplemental Equipment Schedule

| VENDOR # | VENDOR | Contract Rental Agree Type | Dist/Bur | Hauls For | Contract Rental Agree. # | Contract Exp Date |
|---|---|---|---|---|---|---|
| 156850 | | 2 | 05 | 532 | 05-1904 | 7/18/2028 |

| MAKE | VIN | YEAR | GVWR | Fuel Provided By DOT |
|---|---|---|---|---|
| Western Star | 5KKMALCV17PY24886 | 2007 | 61,000 | Yes_____ No___X___ |

| RA Item # | Equipment Class | Description of Equipment | Equipment Rate | Operator Rate | Type H | Effect Date | Amended Exp Date | Initials D.E./Bur Adm. | Initials Vendor |
|---|---|---|---|---|---|---|---|---|---|
| | 55232HO | TRI-AXLE | 85.90 | 29.10 | H | 07/18/2026 | | | |
| | | | | | | | | | |
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| | | | | | | | | | |

DWR Description (50 Characters to include spaces)

2511- TRI-AXLE HAULING WITH OPERATOR

## Hourly Rental Rates and Equipment Class Codes

| Agreement | Codes |
|---|---|
| --\-- | |
| ##-#### | |
| **Equipment Class Code** | |
| ------- | |
| | |
| **Year** | |
| -- | |
| ## | |
| | |
| **Make (4 letters)** | |
| Ford | FORD |
| Chev | CHEV |
| Dodge | DODG |
| Mack | MACK |
| International | INTE |
| Peterbilt | PETE |
| Sterling | STER |
| Kenworth | KENW |
| Other | OTHE |

| Equipment Class Code – Hauling ( Pick the smaller of the 2) | Codes | Rate | OPR Rate | Total |
|---|---|---|---|---|
| 15,000 – 22,999 HAULING or 4 to 5 -1/2 CY | 55010H0 | $36.53 | $0.00 | $36.53 |
| 15,000 – 22,999 HAULING or 4 to 5 -1/2 CY W/OPR | 55210H0 | $36.53 | $18.34 | $54.87 |
| 23,000 – 25,999 HAULING or 5- ½ to 6-1/2 CY | 55010H0 | $37.17 | $0.00 | $37.17 |
| 23,000 – 25,999 HAULING or 5- ½ to 6-1/2 CY W/OPR | 55210H0 | $37.17 | $18.34 | $55.51 |
| 26,000 – 28,999 HAULING or 6-1/2 to 7 CY | 55010H1 | $37.82 | $0.00 | $37.82 |
| 26,000 – 28,999 HAULING or 6-1/2 to 7 CY W/OPR | 55210H1 | $37.82 | $20.24 | $58.06 |
| 29,000 – 33,999 HAULING or 7-1/2 to 8 CY | 55010H1 | $39.13 | $0.00 | $39.13 |
| 29,000 – 33,999 HAULING or 7-1/2 to 8 CY W/OPR | 55210H1 | $39.13 | $20.24 | $59.37 |
| 34,000 – 43,999 HAULING or 8-1/2 to 10 CY | 55011H0 | $48.16 | $0.00 | $48.16 |
| 34,000 – 43,999 HAULING or 8-1/2 to 10 CY W/OPR | 55211H0 | $48.16 | $20.24 | $68.40 |
| 44,000 – 46,999 HAULING or 11 CY | 55012H0 | $48.30 | $0.00 | $48.30 |
| 44,000 – 46,999 HAULING or 11 CY W/OPR | 55212H0 | $48.30 | $20.24 | $68.54 |
| 47,000 – 50,999 HAULING or 12 CY | 55012H0 | $50.62 | $0.00 | $50.62 |
| 47,000 – 50,999 HAULING or 12 CY W/OPR | 55212H0 | $50.62 | $20.24 | $70.86 |
| 51,000 – 60,999 HAULING or 13 to 14 CY | 55012H0 | $52.37 | $0.00 | $52.37 |
| 51,000 – 60,999 HAULING or 13 to 14 CY W/OPR | 55212H0 | $52.37 | $20.24 | $72.61 |

| Equipment Class Code – Hauling (Tractor w/Dump Trailer & Tri Axle Trucks) | Codes | Rate | OPR Rate | Total |
|---|---|---|---|---|
| 61,000 to 69,999 HAULING or 16 to 17 CY | 55032H0 | $55.14 | $0.00 | $55.14 |
| 61,000 to 69,999 HAULING or 16 to 17 CY W/OPR | 55232H0 | $55.14 | $29.10 | $84.24 |
| 70,000 to 73,999 HAULING or 18 CY | 55032H0 | $58.05 | $0.00 | $58.05 |
| 70,000 to 73,999 HAULING or 18 CY W/OPR | 55232H0 | $58.05 | $29.10 | $87.15 |
| 74,000 to 76,999 HAULING or 19 CY | 55032H0 | $62.41 | $0.00 | $62.41 |
| 74,000 to 76,999 HAULING or 19 CY W/OPR | 55232H0 | $62.41 | $29.10 | $91.51 |
| 77,000 AND ABOVE HAULING or 20 and above CY | 55032H0 | $66.78 | $0.00 | $66.78 |
| 77,000 AND ABOVE HAULING or 20 and above CY W/OPR | 55232H0 | $66.78 | $29.10 | $95.88 |

APPENDIX B

## Proposed NHDOT Rental Rate Sheet for Hauling

**Effective: Uppon G&C Approval Fall 2023**

**Hauling Rates Including Operators**

| Gross Vehicle Weight Rating (GVWR) | Body Cubic Yards (CY) | Current Hauling Rate E/C 55203 | Proposed Hauling Rate E/C 55203 |
|---|---|---|---|
| 15,000 to 22,999 | 4 to 5-1/2 | $54.87 | $63.10 |
| 23,000 to 25,999 | 5-1/2 to 6-1/2 | $55.51 | $63.84 |
| 26,000 to 28,999 | 6-1/2 to 7 | $58.06 | $66.77 |
| 29,000 to 33,999 | 7-1/2 to 8 | $59.37 | $68.28 |
| 34,000 to 43,999 | 8-1/2 to 10 | $68.40 | $78.66 |
| 44,000 to 46,999 | 11 | $68.54 | $78.82 |
| 47,000 to 50,999 | 12 | $70.86 | $81.49 |
| 51,000 and above | 13 to 14 | $72.61 | $83.50 |

**Tractor w/ Dump Trailer & Tri Axle trucks**

| | | | |
|---|---|---|---|
| 61,000 to 69,999 | 16 to 17 | $84.24 | $96.88 |
| 70,000 to 73,999 | 18 | $87.15 | $100.22 |
| 74,000 to 76,999 | 19 | $91.51 | $105.24 |
| 77,000 and above | 20+ | $95.88 | $110.26 |

Notes:

1- All rates include operator rates described in notes 2, 3 & 4

2- Proposed Operator rate is $21.09/hr for non-commercial vehicles (below 26,000 lbs GVWR). Current rate is $18.34/hr

3- Proposed Operator rate is $23.28/hr for commercial vehicles (26,000 lbs to 60,999 GVWR). Current rate is $20.24/hr

4- Proposed Operator rate is $33.47/hr for commercial vehicles (61,000 lbs GVWR and above). Current rate is $29.10/hr

5- All rates will be adjusted biweekly for any increases in the diesel fuel price as compared to the base rate of $2.18/gallon. The additional hourly fuel adjustment will be based on the difference in price multiplied by a factor of 4.25.

6- Use GVWR listed on the vehicle's registration, not the door identification label

Revised 10/31/2023