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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

September 18, 2012
Bureau of Turnpikes

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Interstate Electrical Services Corp., (Vendor Code #174516), Bedford, N.H., in the amount of $16,980.00 for Fire Alarm Inspection and Services for facilities maintained by the Bureaus of Turnpikes, Traffic and District 5, effective upon Governor and Council approval through June 30, 2014. 65% Turnpike Funds, 35% Highway Funds.

Funding is available as follows for FY 2013 and is contingent upon the availability and continued appropriation of funds for FY 2014.

	FY 2013	FY 2014
04-96-96-961017-7026 Central Operations 048-500226 Contractual Maintenance	$2,000.00	$1,700.00
04-96-96-961017-7031 Blue Star Operations 048-500226 Contractual Maintenance	$2,000.00	$1,700.00
04-96-96-961017-7036 Spaulding Operations 048-500226 Contractual Maintenance	$2,000.00	$1,700.00
04-096-096-961015-3009 Traffic Operations 048-500226 Contractual Maintenance	$1,000.00	$780.00
04-096-096-961015-3007 Highway Maintenance 048-500226 Contractual Maintenance	$2,100.00	$2,000.00

EXPLANATION

This contract involves three different Bureaus within the NHDOT; Turnpikes, Traffic and District 5. The Bureau of Turnpikes has fire alarm system devices in nine (9) buildings consisting of our Seabrook Welcome Centers, Nashua EZPass/DMV Office, Administration building and several Toll Facilities. Bureau of Traffic has devices in three (3) of their buildings and District 5 has devices in two (2) of their offices. This contract is to assure the Department meets all the required annual testing in compliance with the National Fire Alarm Code (NFPA 72, Chapter 7) and to ensure the systems continue to operate properly and effectively. This contract includes emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids in the Manchester Union Leader on May 9, 10 and 11, 2012. Invitations to bid were also sent to eight bidders who had bid on a similar contract issued by Administrative Services. Seven sealed bids were received and publicly opened on May 30, 2012 (bid results attached). Interstate Electrical Services Corp. was the low bidder to provide the electrical services as required in our proposal. The contract will begin subsequent to approval by the Governor and Council, no earlier than September 1, 2012 and end June 30, 2014. The contract is for a total of $16,980.00.

The contract has been approved by the Attorney General as to form and execution. Funding is available for Fiscal Year 2013. Funding for Fiscal Year 2014 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

Attachments

NHDOT Bureau of Turnpikes
Contract for Fire Alarm Inspection
Bid Results
May 30, 2012

	Low Bidder						
Bureau of Turnpikes (9 Buildings)	**Interstate Electrical Services Corp**	**Fire Equipment Inc**	**Tri State Protection**	**Signet Electronic Systems Inc**	**R.B. Allen Co. Inc**	**BK Systems Inc**	**Simplex Grinnell**
Annual Inspection of - Lump Sum for All Locations	$ 2,200.00	$ 3,895.00	$ 5,079.63	$ 5,000.00	$ 6,000.00	$ 8,300.00	$ 13,470.00
Times 2 Years	2	2	2	2	2	2	2
Total Inspection Cost	$ 4,400.00	$ 7,790.00	$ 10,159.26	$ 10,000.00	$ 12,000.00	$ 16,600.00	$ 26,940.00
Emergency Repair Service Estimated hours over contract term:	100	100	100	100	100	100	100
Fixed Hourly Labor Rate	$ 55.00	$ 143.00	$ 95.00	$ 110.00	$ 125.00	$ 116.00	$ 173.00
Total Estimate	$ 5,500.00	$ 14,300.00	$ 9,500.00	$ 11,000.00	$ 12,500.00	$ 11,600.00	$ 17,300.00
Supply Repair Parts: Estimated Dealer Cost of Parts over contract term:	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Fixed Percent Markup	20%	35%	20%	20%	10%	25%	50%
Total Estimate	$ 1,200.00	$ 1,350.00	$ 1,200.00	$ 1,200.00	$ 1,100.00	$ 1,250.00	$ 1,500.00
Total Estimated Contract Cost	$ 11,100.00	$ 23,440.00	$ 20,859.26	$ 22,200.00	$ 25,600.00	$ 29,450.00	$ 45,740.00

Bureau of Traffic (3 Buildings, 1 year)	**Interstate Electrical Services Corp**	**Fire Equipment Inc**	**Tri State Protection**	**Signet Electronic Systems Inc**	**R.B. Allen Co. Inc**	**BK Systems Inc**	**Simplex Grinnell**
Annual Inspection of - Lump Sum for All Locations	$ 880.00	$ 670.00	$ 1,314.24	$ 3,900.00	$ 2,000.00	$ 1,200.00	$ 2,790.00
Times 1 Years	1	1	1	1	1	1	1
Total Inspection Cost	$ 880.00	$ 670.00	$ 1,314.24	$ 3,900.00	$ 2,000.00	$ 1,200.00	$ 2,790.00
Emergency Repair Service. Estimated hours over contract term:	12	12	12	12	12	12	12
Fixed Hourly Labor Rate	$ 55.00		$ 95.00	$ 105.00	$ 125.00	$ 116.00	$ 173.00
Total Estimate	$ 660.00	$ -	$ 1,140.00	$ 1,260.00	$ 1,500.00	$ 1,392.00	$ 2,076.00
Supply Repair Parts Estimated Dealer Cost of Parts over contract term:	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Fixed Percent Markup	20%		20%	20%	10%	25%	50%
Total Estimate	$ 240.00	$ 200.00	$ 240.00	$ 240.00	$ 220.00	$ 250.00	$ 300.00
Total Estimated Contract Cost	$ 1,780.00	$ 870.00	$ 2,694.24	$ 5,400.00	$ 3,720.00	$ 2,842.00	$ 5,166.00

District 5 (2 Buildings)	**Interstate Electrical Services Corp**	**Fire Equipment Inc**	**Tri State Protection**	**Signet Electronic Systems Inc**	**R.B. Allen Co. Inc**	**BK Systems Inc**	**Simplex Grinnell**
Annual Inspection of - Lump Sum for All Locations	$ 1,380.00	$ 950.00	$ 2,148.75	$ 3,000.00	$ 2,600.00	$ 2,300.00	$ 4,050.00
Times 2 Years	2	2	2	2	2	2	2
Total Inspection Cost	$ 2,760.00	$ 1,900.00	$ 4,297.50	$ 6,000.00	$ 5,200.00	$ 4,600.00	$ 8,100.00
Emergency Repair Service: Estimated hours over contract term:	20	20	20	20	20	20	20
Fixed Hourly Labor Rate	$ 55.00	$ 143.00	$ 95.00	$ 110.00	$ 125.00	$ 116.00	$ 173.00
Total Estimate	$ 1,100.00	$ 2,860.00	$ 1,900.00	$ 2,200.00	$ 2,500.00	$ 2,320.00	$ 3,460.00
Supply Repair Parts: Estimated Dealer Cost of Parts over contract term.	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Fixed Percent Markup	20%	35%	20%	20%	10%	25%	50%
Total Estimate	$ 240.00	$ 270.00	$ 240.00	$ 240.00	$ 220.00	$ 250.00	$ 300.00
Total Estimated Contract Cost	$ 4,100.00	$ 5,030.00	$ 6,437.50	$ 8,440.00	$ 7,920.00	$ 7,170.00	$ 11,880.00
Total Contract Cost	**$ 16,980.00**	**$ 29,340.00**	**$ 29,991.00**	**$ 36,040.00**	**$ 37,240.00**	**$ 39,462.00**	**$ 62,766.00**

Print Form

Subject: Fire Alarm Inspection & Services, Bureau of Turnpikes, Traffic & District 5

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation	1.2 State Agency Address PO Box 483, Concord NH 03302-0483
1.3 Contractor Name Interstate Electrical Services Corporation	1.4 Contractor Address 15 Cote Lane, Bedford NH 03110
1.5 Contractor Phone Number 603-627-3230 / 1.6 Account Number See Exhibit B: A-5, B-5 C-5	1.7 Completion Date June 30, 2014 / 1.8 Price Limitation $16,980.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.	1.10 State Agency Telephone Number 603-271-3734
1.11 Contractor Signature Gary A Sobolewski	1.12 Name and Title of Contractor Signatory Gary A. Sobolewski, Reg.VP -NH, VT, ME

1.13 Acknowledgement: State of NH, County of Hillsborough

On 8/15/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Rebecca Ricketts

REBECCA L. RICKETTS, Notary Public
My Commission Expires March 30, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

Rebecca Ricketts Administrative Assistant

1.14 State Agency Signature David J. Brillhart	1.15 Name and Title of State Agency Signatory David J. Brillhart, Asst Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: David M. Hilt On: 10/3/12

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials GB
Date 8/22/12

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. 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 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Date 8/22/12

EXHIBIT A - SCOPE OF SERVICES

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

SECTION A: DELIVERABLES

1. The term "fire alarm system testing services", as used above shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire alarm equipment listed in Exhibits D, E and F, Inventories of Fire Alarm System Devices.

2. The initial fire alarm system testing/inspection services shall be performed within forty-five (45) days of the notice to proceed after Governor & Council approval is obtained, and every six (6) months thereafter. Annually, fire alarm inspection/testing shall cover 100% detector activation, relay operation and all interlocks i.e. air handlers, etc. audible testing and communication to monitoring company or central station verification. The CONTRACTOR is required to prepare and submit a report describing systems activated, the results and if failures are experienced an estimate to fix such failures shall be provided prior to repairs being made. Repairs and parts required as a result of the inspection will be paid for at the contract price. Requests to repair or replace peripheral units should be approved in advance by the DEPARTMENT prior to any actual work being performed by the CONTRACTOR. Any fire alarm equipment found to be defective from these inspections must be repaired within five (5) working days after approval.

   The following shall be part of the inspections but not limited to:

   a. Annual tests shall be performed each year so that all initiating devices are tested at least once in a calendar year. The CONTRACTOR shall document the test results for each individual device and list them by location (room number preferably) and device number.

   b. All fire alarm system testing and maintenance service shall be accomplished as required by National Fire Alarm Code (NFPA 72, Chapter 7), manufacturer recommendations and any state or local fire codes. Per NFPA 72, duct detectors will be tested and cleaned as required to keep them in proper working condition. The duct detectors will not be subject to conductivity testing.

   c. The CONTRACTOR shall be required to test fire alarm batteries in accordance with NFPA 72, Table 10.4.2.2. The CONTRACTOR shall be able to demonstrate their ability to perform battery testing as required by NHPA 72, Table 10.4.2.2.

   d. **District 5, Location 1 only:** The CONTRACTOR must retain, at the CONTRACTOR's expense, a sprinkler contractor or representative (whom shall be present on site at the time of fire alarm testing) to **test each pre-action device** (as specified in Exhibit E - District 5 Inventory of Fire Alarm System Devices) back to the fire panel and any sub-panels that may exist. **Further, if the testing**

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results in a release of water that fills the sprinkler system, the system must be emptied and restored to maintain a normal fire panel status.

e. The CONTRACTOR shall conduct sensitivity testing for all required devices every alternate year and as such the CONTRACTOR shall conduct sensitivity testing on all required devices on the first year of the contract. The sensitivity testing shall be accomplished as required under NFPA 72, 10.4.3.2.4.

f. In accordance with NFPA 72, 10.4.3.2.4., smoke detectors and or smoke alarms found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced.

3. The CONTRACTOR shall make service available twenty-four (24) hours per day seven (7) days per week, including holidays. Normal system maintenance shall occur on Monday through Friday between 7:00 AM and 4:00 PM.

4. The CONTRACTOR shall, in performing the maintenance services as described herein, utilize technicians skilled in the service of the described systems. The CONTRACTOR shall have a sufficient number of trained technicians so that all service calls are answered promptly. The CONTRACTOR shall respond to the DEPARTMENT by telephone to all service calls within one (1) hour of report of occurrence. The CONTRACTOR shall physically respond to the site within six (6) hours after report of occurrence, and shall complete the work within forty-eight (48) hours of notification. If the CONTRACTOR is required to work after 4:00 PM because of late arrival, the DEPARTMENT may deduct the additional time over the six hour response time from any hourly payments due the CONTRACTOR.

5. All work specified in Nos. 3 and 4 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
   a. Date work was done.
   b. Brief description of work done.
   c. Hourly rate charged and materials.
   d. Location of work.

6. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. The DEPARTMENT will make payment through the normal state payment process, which is up to thirty (30) days following an approved invoice.

7. Invoices shall be sent to the billing addresses on Exhibits D, E and F.

8. Should the CONTRACTOR be unable to complete the repair within the 24 hour time period, the CONTRACTOR must request an extension of time, in writing, to the contact person (or designee) on Exhibits D, E and F. Examples of valid reasons are:

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

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

    a. Specified time period until repair can be completed.
    b. Devices affected and how it affects system.
    c. Reasons for delay of repair.
    d. And any other information to justify the request for non-compliance of the 3-hour provision.

10. The CONTRACTOR shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the CONTRACTOR's cost throughout the duration of the contract. The CONTRACTOR shall provide only replacement parts that are new and have the same quality and brand name that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau of Turnpikes, District 5 or the Bureau of Traffic.

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

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

13. The CONTRACTOR shall provide employee picture identification badges identifying the company name and each employee servicing the DEPARTMENT account. All contract employees while servicing the DEPARTMENT shall wear the identification badge.

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

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

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SECTION B: SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

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

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

3. The DEPARTMENT operates under an Environmental Management System. Our policy states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment.

4. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

SECTION C: WARRANTEES

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

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

SECTION D: OTHER

1. The CONTRACTOR shall indemnify the DEPARTMENT against all liability for injury, disability, and death of persons caused by the electrical service during the contract period. The CONTRACTOR shall also indemnify the DEPARTMENT against all loss, expense, and penalty arising from any action on account of damage to property occasioned by the operation during the contract period.

2. The CONTRACTOR agrees to all the requirements of the P-37 contract. The P-37 is the official contract used by the DEPARTMENT.

Initials: CS

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3. It is understood that the DEPARTMENT reserves the right to terminate this agreement at any time and for any reason, upon thirty (30) days written notice to the CONTRACTOR, at the address above.

4. The CONTRACTOR shall not assign, subcontract or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of the DEPARTMENT.

5. The Sub-Contractors hourly rates will be the same as the CONTRACTOR and at a lower price the cost savings must be rebated to the DEPARTMENT. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT.

6. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, no sooner than September 1, 2012, ends on June 30, 2014, and is subject to Governor and Council approval. No work shall be performed prior to Governor and Council approval of the contract (as per Form P-37, Paragraph 3.2).

Initials: GS

Date: 8/22/12

EXHIBIT B - CONTRACT PAYMENTS

SECTION A: COMPENSATION – Bureau of Turnpikes:

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in TERMS OF AGREEMENT SECTION A. DELIVERABLES Paragraphs 1 & 2 for a lump sum fee of: Two Thousand Two Hundred Dollars and No Cents ($2,200.00) for all of the nine (9) Turnpike locations (Exhibit D).

2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of: Fifty Five Dollars and No Cents per hour ($55.00 per hour).

3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of: Twenty percent (20%).

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

5. The Department shall make payments out of the following account numbers:
04-096-096-961017-7026-048-500226 Central Operations Contractual Maintenance
04-096-096-961017-7031-048-500226 Blue Star Operations Contractual Maintenance
04-096-096-961017-7036-048-500226 Spaulding Operations Contractual Maintenance

SECTION B: COMPENSATION – District 5:

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in TERMS OF AGREEMENT SECTION A. DELIVERABLES Paragraphs 1 & 2 for a lump sum fee of: One Thousand Three Hundred Eighty Dollars and No Cents ($1,380.00) for all of the two (2) District 5 locations (Exhibit E).

2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of: Fifty Five Dollars and No Cents per hour ($55.00 per hour).

3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of: Twenty percent (20%).

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

5. The Department shall make payments out of the following account numbers:
04-096-096-961015-3007-048-500226 Highway Maintenance Contractual Maintenance

Initials: GS
Date: 5/22/12

SECTION C: COMPENSATION – Bureau of Traffic (July 1, 2013 through June 30, 2014 only):

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in TERMS OF AGREEMENT SECTION A. DELIVERABLES Paragraphs 1 & 2 for a lump sum fee of: Eight Hundred Eighty Dollars and No Cents ($880.00) for all of the three (3) Traffic locations (Exhibit F).

2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of: Fifty Five Dollars and No Cents per hour ($55.00 per hour).

3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of: Twenty percent (20%).

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

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

04-096-096-961015-3009-048-500226 Traffic Operations Contractual Maintenance

SECTION D: TOTAL CONTRACT PRICE

The total contract price shall not exceed Sixteen Thousand, Nine Hundred Eighty Dollars and No cents ($16,980.00).

Initials: GS

Date: 8/22/12

EXHIBIT C - SPECIAL PROVISIONS

1. Termination of Contract for Convenience

The STATE reserves the right to terminate the work required of the CONTRACTOR by this contract at its convenience, and without cause, by written notice thereof provided to the CONTRACTOR. In the event of a termination of this contract for the STATE'S convenience, and without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for the full cost of its services for the work completed prior to the date of written notice of termination.

Initials: GS

Date: 8/22/12

Exhibit D
Bureau of Turnpikes
Inventory of Fire Alarm System Devices
Contact: John Corcoran, Asst. Administrator
603-485-3806

Billing Address:
Bureau of Turnpikes
PO Box 2950
Concord NH 03302-2950

Bedford Toll

1 – Control panel, Simplex 4001
Firewarden 100
20 - smoke detectors
no red alarm boxes
no fire pulls

Exit 10 Toll

1 – Control panel, Simplex 4001
24 – smoke detectors
18 - red alarm boxes
3 - fire pulls

Exit 11 Toll

1 – Control panel, R.B. Allen Co.
18 – smoke detectors
10 – red alarm boxes
3 - fire pulls

Exit 12 NB Toll

1 – Control panel, Simplex Box 4001
17 - smoke detectors
12 - red alarm boxes
1 - fire pull

Exit 12 SB Toll

1 - Control panel, Simplex Box 4001
14 - smoke detectors
9 - red alarm boxes
1 - fire pull

Hampton Side Toll

1 – Control panel,

22 - smoke detectors
17 - red alarm boxes
9 - fire pulls

Hooksett Admin Bldg

1 – Control panel
50 - smoke detectors
5 - red alarm boxes
7 - fire pulls

Nashua EZPass/DMV

1 – Control panel-Notifier NFW2-100
20 - smoke detectors
27 - red alarm boxes
1 - fire pulls

Seabrook

1 – Control panel-Simplex
30 - smoke detectors
8 - red alarm boxes
4 - fire pulls

Initials: GS
Date: 8/22/12

Exhibit E
NHDOT District 5
Inventory of Fire Alarm System Devices
Contact: Gary Clifford
603-485-9526

Billing Address:
District 5
6 East Point Drive
Bedford NH 03110

Location 1:
NH DOT District 5 / NH DOS Troop B Office
16 East Point Drive, Bedford, NH 03110

Device	Device Type	Devise Description	Quantity
		Simplex 4008 Control Panel	1
Alarm Initiating	FTHD	Fixed Temp Heat Detector	1
Alarm Initiating	PRSW	Pressure Switch	1
Alarm Initiating	PSD	Photo Smoke Detector	33
Alarm Initiating	PSDA	Pull Station-Double Action	10
Alarm Initiating	RRHD	Rate of Rise Heat Detector	12
Alarm Initiating	WF	Water Flow Detector	2
Alarm Indicating	AV	Audio/Visual Signal Device	19
Alarm Indicating	VSIG	Visual Only Signal	10
Supervisory	DIAL	Telephone Dialer	1
Supervisory	STS	Sprinkler Tamper Switch	5

Location 2:
NH DOT District 5 Patrol Section PS511
6 East Point Drive, Bedford, NH 03110

Device	Device Type	Devise Description	Quantity
		PYRO/SIEMENS FIRE ALARM SYSTEM	1
Alarm Initiating	SD	Smoke Detector (conventional)	8
Alarm Initiating	PS	Pull Station	7
Alarm Initiating	HD	Heat Detector (restorable)	11
Alarm Initiating	DD	Duct Detector (conventional)	2
Alarm Indicating	AV	Audio/Visual Signal Device (conventional)	15

Initials: GS
Date: 8/22/12

Exhibit F
NHDOT Bureau of Traffic
Inventory of Fire Alarm System Devices
Contact: Tobey Reynolds
603-271-2291

Billing Address:
Bureau of Traffic
PO Box 483
Concord NH 03302-0483

All Buildings located at 18 Smokey Bear Blvd. (NH Route 106) in Concord, New Hampshire Service Period: July 1, 2013 thru June 30 2014 only								
Building A			**Building B**			**Building D**		
Simplex 2001-8001			Simplex 4005			Simplex 4005		
Serial # S16264			Serial #			Serial #		
Voltage w/ Charger			Voltage w/ Charger			Voltage w/ Charger		
Voltage w/o Charger			Voltage w/o Charger			Voltage w/o Charger		
Battery % of Charger			Battery % of Charger			Battery % of Charger		
Zone Trouble			Zone Trouble			Zone Trouble		
Signal Trouble			Signal Trouble			Signal Trouble		
Type Signal Circuit			Type Signal Circuit			Type Signal Circuit		
AC Imput Voltage			AC Imput Voltage			AC Imput Voltage		
Earth Detection			Earth Detection			Earth Detection		
Lamp / LED Test			Lamp / LED Test			Lamp / LED Test		
Drill Switch			Drill Switch			Drill Switch		
Control Function(s)			Control Function(s)			Control Function(s)		
Alarming Initiating Devices								
Heat Detector - 5								
Photo Duct Smoke Detector – 2								
Photo Smoke Detector – 2								
Pull Station-Single Action – 20								
Audio/Visual Signal Device – 25								
Annunciator - 1								
Rotary Beacon - 1								
Red Strobe Light - 3								
Green Strobe Light - 2								
Control/Auxiliary Devices								
City Master Box - 1								

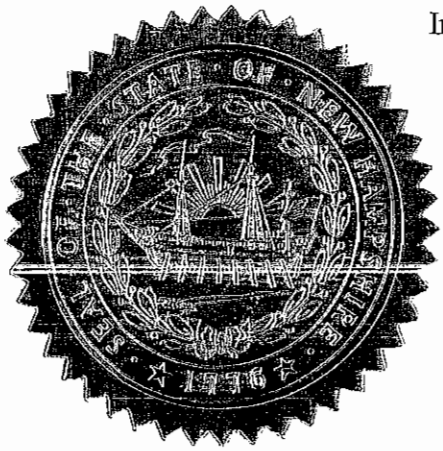
Initials: GS

Date: 8/22/12

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERSTATE ELECTRICAL SERVICES CORPORATION, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on March 20, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of April, A.D. 2012

William M. Gardner
Secretary of State

Interstate
Electrical Services

The Difference is Attitude

CERTIFICATE OF VOTE

I, James P. Alibrandi, President, hereby certify that I am the duly elected President of Interstate Electrical Services Corporation.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on November 30, 1994, at which a quorum of the Board was present and voting.

DULY VOTED:

As hereby noted per vote of the corporations Board of Directors, Gary Sobolewski with the title of Vice President Northern Construction is authorized to execute on behalf of said corporation all legal contractual documents for the benefit of said New Hampshire Corporation.

I hereby certify that said votes have not been amended or repealed, remain in full force and effect as of August 15, 2012 and that James P. Alibrandi is President, of this Corporation.

Attest:

Date: *August 15, 2012*

(James P. Alibrandi, President)

State of: *Massachusetts*
County of: *Middlesex*

On this the 15th day of *August 2012* *before* me, the undersigned Notary Public, *Tom O'Toole,* personally appeared *James P. Alibrandi* who acknowledged himself that he, as such *President*, of *Interstate Electrical Services Corporation*, and that he, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as *President.*

In witness whereof I hereunto set my hand and official seal.

Notary Public:
My Commission Expires: 4/1/16

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
One Federal Street
Boston MA 02110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Starr Indemnity & Liability Company	38318
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Zurich American Ins Co	16535
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Interstate Electrical Services Corporation
70 Treble Cove Road
North Billerica MA 01862-2208 USA

COVERAGES CERTIFICATE NUMBER: 570047736147 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			GL0583358900	09/30/2012	09/30/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							
C	AUTOMOBILE LIABILITY			BAP 5833587-00	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			SISCCCL01930412	09/30/2012	09/30/2013	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC583359000	09/30/2012	09/30/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

RE: Electrical Services Contract.
State of New Hampshire Department of Transportation Bureau of Turnpikes is included as additional insured with respect to general liability where required by written contract.

Certificate No : 570047736147

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation
Bureau of Turnpikes
PO Box 483
Concord NH 03302-0483 USA

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

Aon Risk Services Northeast, Inc.

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