



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Bureau of Bridge Maintenance
May 27, 2016

REQUESTED ACTION

Authorize the Department of Transportation (DOT) to enter into a **SOLE SOURCE** contract with Safeworks LLC, Tukwila, Washington (Vendor # 173427) in the amount of \$45,000 to provide inspection, testing, service, repairs, and training on DOT owned suspended staging buckets and hoists, effective upon Governor and Council approval through June 30, 2019. 73% Highway Funds and 27% other funds.

Funding is available as follows for FY 2017 and is contingent upon the availability and continued appropriation for FY 2018 and FY 2019 funds:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
04-096-096-960515-5034			
Lift Bridge Operations			
024-500225 Contracted Repairs: Machin Equip	\$15,000	\$15,000	\$15,000

EXPLANATION

The reason for this **sole source** contract is to perform safety inspections, service, and repairs to DOT owned Spider suspended staging system buckets and hoists. DOT owns 21 Spider buckets, Spider Staging, and a Spider suspended work platform. These are used to perform repair work on bridges at heights up to 150 feet. Spider is a division of Safeworks, LLC and it is the only company that can perform this work. In order to ensure the safety of our employees and to continue to utilize this equipment, safety inspections are required. In addition, a number of the pieces of equipment are in need of repair due to normal wear and tear. Inspecting and servicing these pieces of equipment will allow the Department to utilize the equipment, maintain its investment, and negate the need to purchase replacement equipment. Even if replacement equipment were purchased, it would still require yearly inspections to ensure safety.

The Attorney General's office has approved this agreement as to form and execution. Funding is available for FY 2017 and contingent upon available and continued appropriation of funds for FY 2018 and FY 2019. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

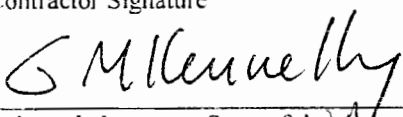
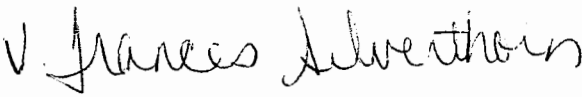
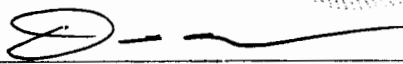
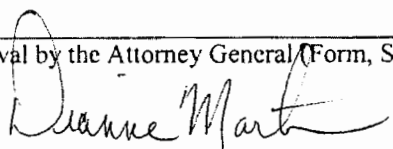
Victoria F. Sheehan
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483	
1.3 Contractor Name Safeworks, LLC		1.4 Contractor Address 365 Upland Drive, Tukwila, WA 98188	
1.5 Contractor Phone Number 206.575.6445	1.6 Account Number 04.096.096.960515 5034 024 500225	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Douglas Gosling, Administrator		1.10 State Agency Telephone Number (603) 271-3667	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory G M Kennelly, CFC	
1.13 Acknowledgement: State of WA , County of KING			
On 3/7/16 , 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] 1.13.2 Name and Title of Notary or Justice of the Peace V. FRANCES SILVERTHORN MY APPOINTMENT EXPIRES 8-29-16			
1.14 State Agency Signature  Date: 5/26/16		1.15 Name and Title of State Agency Signatory DOT Director of Operations	
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) (if applicable) By:  On: 7/1/16			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

EXHIBIT "A" – SCOPE OF SERVICES

GENERAL DESCRIPTION: The DEPARTMENT seeks to engage a CONTRACTOR for the purpose of providing annual inspection, testing, service, and repair of the Bureau's Spider Suspended Staging System.

SCOPE OF SERVICES:

Inspection, testing, service, repair, and training as requested of certain of the inventory of the DEPARTMENT'S Spider Suspended Staging system buckets and hoists including:

- a. ST17 air powered buckets
- b. ST18 electric powered buckets
- c. Z-Max 1000 air traction hoists

Inspection, testing, service, and repair will be completed by technicians trained by Spider®, a division of SafeWorks, LLC.

1. Inspection, Testing, and Service:

Inspection and testing will include a thorough inspection and testing of the hoist system and components per manufacturer's recommendation and each inspected bucket shall receive a sticker or some other means certification showing that it has passed inspection according to the manufacturer's recommendations. Service items will include the wire rope, rope guide, tensioning clamp, tension holder, wire rope drum, transmission, overload switch, motor control switch, frame and other items identified by the manufacturer.

2. Repairs:

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

3. Transportation:

The DEPARTMENT may at its option request the CONTRACTOR to transport buckets, hoists, and platform units to and from DEPARTMENT facilities in Franklin, NH to the CONTRACTOR's facility.

4. Training:

Upon request, the CONTRACTOR agrees to offer/provide safety training, including but not limited to train Department personnel in the use and inspection of the Department's cable truss and modular platforms.

Contractor's Initials SS
Date 3.7.2016

EXHIBIT "B" – COMPENSATION

COMPENSATION

- a. The CONTRACTOR agrees to provide the inspection, testing, and service, as cited in paragraph 1 of Exhibit A (Scope of Services) at standard rates at the time of service.

The DEPARTMENT may take advantage of any special promotions that the CONTRACTOR may be offering at the time of inspection, testing, and service.

- b. Repair parts shall be invoiced at the manufacturer's cost and labor shall be billed at the standard hourly rates in effect at the time of service.
- c. If requested, transportation of buckets and hoists to and/or from the DEPARTMENT's facilities to the CONTRACTOR's service facility will be invoiced at price mutually agreed upon prior to this service being performed.
- d. Safety training if requested will be at a mutually agreed upon price.
- e. Inspection, testing, service, and repair/replacement up to \$2,000.00 per staging bucket can be completed immediately. Work that will result in charges in excess of \$2,000.00 to any one unit will be approved prior to the work being completed by the Administrator, Bureau of Bridge Maintenance, State of New Hampshire. Request for authorization shall be by phone, writing, or email

TIME AND METHOD OF PAYMENT

All work specified in Exhibit A shall be invoiced to the DEPARTMENT. The invoices shall be itemized and broken out per bucket or hoist so that accurate records of the inspection, testing, service, and repair for each may be kept. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Bridge Maintenance
P.O. Box 483
Concord, N.H. 03302

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

The maximum contract amount is \$45,000 (\$15,000 per year). The exact amount cannot be determined but will be based on the actual contract usage.

Contractor's Initials SS
Date 3.7.2016

EXHIBIT "C" SPECIAL PROVISIONS

1. Upon agreement of both parties, additional equipment belonging to or subsequently purchased by the DEPARTMENT may be added to the contract.
2. Any failure of the CONTRACTOR to meet the requirements of this contract shall constitute an event of default and provide justification for the DEPARTMENT to immediately terminate the contract.
3. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The CONTRACTOR shall conduct their work in a manner consistent with this policy.
4. The form contract (Form P-37, attached), shall be part of all proposals and may not be omitted, waived, or modified except as modified below:
 - a) Paragraph 13. INDEMNIFICATION – Modify this Paragraph by adding the underlined words and deleting the struck-through words as follows:

The Contractor to the proportional extent of its negligence only 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 by the State. This covenant of paragraph 13 shall survive the termination of this Agreement.

- b) Paragraph 14.2 – Modify this Paragraph by replacing "insurers licensed in the State" with "insurers authorized to do business in the State".

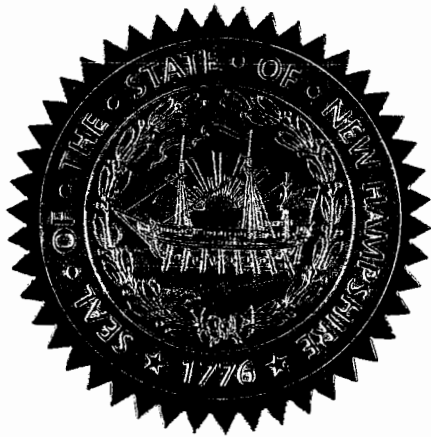
Contractor's Initials SS
Date 3.7.2016

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 SAFEWORKS LLC, a(n) Washington limited liability company registered to do business in New Hampshire on September 12, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

SAFEWORKS, LLC
MEMBER'S CERTIFICATE

The undersigned, Gregory M. Kennelly, in my capacity as Vice President and Chief Financial Officer of SafeWorks, LLC, a Washington limited liability company (the "Company"), hereby certifies as follows:

1. I am the duly elected and qualified Vice President and Chief Financial Officer of the Company.
2. Attached hereto as Exhibit A is a true, complete, and correct copy of the resolutions adopted by the sole Member of the Company by Written Consent on July 31, 2014 authorizing and approving the execution and delivery of the Contract Agreement by and between the Company and the New Hampshire Department of Transportation, and the consummation by the Company of the transactions contemplated by the Contract Agreement.
3. Said resolutions have not been amended, rescinded, superseded or modified since their adoption and remained in full force and effect as of March 7, 2016.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of this 12th day of May, 2016.

SAFEWORKS, LLC

By: GM Kennelly

Gregory M. Kennelly

Vice President Chief Financial Officer

STATE OF WASHINGTON, USA }
 }S.S.:
COUNTY OF KING }

Acknowledged as a true and correct signature of GREGORY M. KENNELLY, known to me to be an Officer, Vice President, and Chief Financial Officer of SafeWorks, LLC.

Given under my hand and seal of office this 12th day of May 2016.

Diana Lee Ruppert

Notary Public
Diana Lee Ruppert

My Commission expires on September 1, 2017

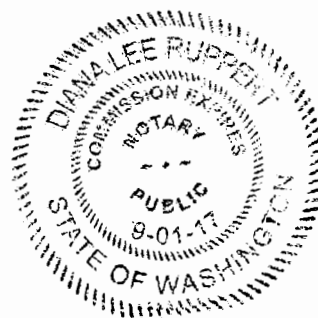


EXHIBIT A

New Hampshire DOT – Contract Agreement

WHEREAS, the New Hampshire Department of Transportation (the "NH DOT") wishes to engage a Contractor for the purpose of providing annual inspection, testing, service, and repair of the NH DOT's Spider Suspended Staging System; and

WHEREAS, the NH DOT wishes to engage the Company for purposes of providing the services described in the foregoing paragraph and in the Form Number P37 – Contract Agreement with its Exhibits A, B and C by and between the Company and the NH DOT (the "Contract Agreement").

NOW THEREFORE BE IT RESOLVED: that the form, terms and provisions of the Contract Agreement, substantially in the form presented to the sole Member of the Company, are hereby approved.

FURTHER RESOLVED: that Scott Farrell, the President of the Company or any officer of the Company, including the President, any Vice President, the Secretary or any Assistant Secretary (the "Authorized Signatories"), singly or together with any other Authorized Signatory, are hereby authorized, directed and empowered, in the name and on behalf of the Company, to execute, deliver and perform the Contract Agreement and any and all other documents or instruments to be executed and delivered in connection therewith, such documents to be in substantially the form presented to the sole Member of the Company, with such changes, modifications and amendments thereto as such Authorized Signatories shall deem necessary or appropriate, the approval of which shall be conclusively established by the execution and delivery thereof by any of the Authorized Signatories.

FURTHER RESOLVED, that each of the Authorized Signatories is hereby authorized, directed and empowered to execute and deliver on behalf of the Company, any and all additional documents, instruments or agreements and to take any and all action as may be necessary or appropriate to consummate the transactions contemplated by the Contract Agreement and the documents related thereto; and

FURTHER RESOLVED, that all acts of the Authorized Signatories taken prior to the date hereof in connection with the matters described in the foregoing resolutions are hereby, in all respects ratified, confirmed and approved.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2016

DATE (MM/DD/YYYY)
6/16/2016

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).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Catlin Specialty Insurance Company INSURER B: *** SEE ATTACHMENT *** INSURER C: National Union Fire Ins Co Pitts. PA INSURER D: SEE ATTACHMENT INSURER E: INSURER F:
INSURED SafeWorks, LLC 1391827 Spider, a Division of SafeWorks, LLC 365 Upland Drive Tukwila WA 98188	NAIC # 15989 19445

COVERAGES SAFW001 CERTIFICATE NUMBER: 14109759 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	XGC6783410916	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	810-8462L851-15	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded** \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	BE 32673223	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	YJ-UB-3G38295A-15	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 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, may be attached if more space is required)

Branch Name: Boston, MA. Jobsite Name: Inspection, Testing, Service & Repair of customer owned equipment. New Hampshire Department of Transportation is additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14109759

State of New Hampshire
Department of Transportation
John O. Morton Building
7 Hazen Drive, PO Box 483
Concord, NH 03302

AUTHORIZED REPRESENTATIVE

Auto

Carrier	State
Travelers Indemnity Co of CT (after CA Co Placement)	CA
Travelers Indemnity Co of CT	CO, FL, GA, IL, LA, MD, MI, MN, NC, NY, OH, PA, TX
Travelers Indemnity Co	NV, WA

Workers Compensation

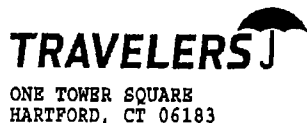
Carrier	State
Travelers Property Casualty Company of America (100) (after CA Co Placement)	CA
Travelers Property Casualty Company of America	AL, CO, FL, IN, MS, MO, MT, NC, NH, NJ, NY, PA, WI
Travelers Company and Surety Co	CT, MN
Travelers Indemnity Co of America	GA, MI
Travelers Property Casualty Company of America	IL, LA, MA, NV, TX

**\$2,000 Deductible applies to all Medium Trucks

Year	Make	Model	Last 5 Vin
2000	Chevy	3500	65426
2003	Ford	F-350XL	34867
1994	Chevy	C3500 HD/ small stakebed	12778
2003	Chevy	S4S042 Stakebody	07556
2002	Ford	F-350 stakebody	92365
2006	GMC	FlatbedTruck	00321
2006	GMC	W4500 Reg Cab	05529
1999	Ford	F-450 truck	33998
2004	Ford	F450	70580
2015	Dodge	4500 Tradesman 4x2 Reg Cab	16063
2015	Ford	F-450 Cassis XL 4x2 SD	47466
		Regular Cab 189" WB DRW	
2014	Dodge	RAM 4500 HD Chassis	77689
		Tradesman SLT 4x2 Regular Cab	
2015	Ford	F450 Chassis XL 4x2 with Stake Body	72491
2015	Ford	F550 Stake Bed	89237
2005	Chevy	CC4500 Reg Cab, Flat Bed	34472

**\$2,500 Deductible applies to all Heavy Trucks

Year	Make	Model	Last 5 Vin
2006	GMC	C-5500 Kodiak	20562
2008	GMC	T6500	40924
2007	GMC	Topkick	10809
2007	Chevy	Kodiak C6500	10692
2005	GMC	TC6500 Stakebed	00602
1999	Isuzu	FTR50 stakebody truck	01037
2007	GMC	C7500 Reg Cab	14973
2004	GMC	5500	01938
2005	GMC	TC6500 Stakebed	00256
2006	GMC	TT7500 Reg Tilt Cab	26295
2006	GMC	TT7500 Reg Tilt Cab	26403
2003	Ford	F650	00573
2005	GMC	TC6500 Stakebed	00217
2005	GMC	TC6500 Stakebed	00298
2004	Ford	F650	88081



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (YJUB-3G38295-A-15)

NJ TAX IDENTIFICATION NO.: 911849277000 NEW-15

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

SAFEWORKS, LLC
21805 FIELD PARKWAY
TUKWILA WA 98188

PRODUCER:

LOCKTON INS BROKERS LLC
TWO EMBARCADERO CENTER
STE 1700
SAN FRANCISCO CA 94111

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09-30-15 to 09-30-16 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL CA CO CT FL GA IL IN LA MA MD MI MN MO MS MT NC NJ NV NY PA SC
TX WI

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$	1000000 Each Accident
Bodily Injury by Disease: \$	1000000 Policy Limit
Bodily Injury by Disease: \$	1000000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR AZ DC DE HI IA ID KS KY ME NE NH NM OK OR RI SD TN UT VA VT WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**.

DATE OF ISSUE: 10-23-15 SK

OFFICE: WALNUT CREEK 418

PRODUCER: LOCKTON INS BROKERS LLC

XH457