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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Highway Design
July 17, 2018

REQUESTED ACTION

1. Authorize the Department of Transportation to **retroactively** amend Contract #4008999, a Service Agreement with R&T Electric, Inc., Concord, NH, Vendor #154758, to perform electrical work in conjunction with the rearrangement of office space in the John O. Morton Building, by increasing the total amount payable by \$5,721.00 (from \$11,788.00 to \$17,509.00) for additional services not anticipated in the original contract, effective upon Governor and Council approval. 100% Highway Funds.
2. Authorize the Department of Transportation to extend the completion date of June 30, 2018 to July 31, 2018.

Funds to support this request are available in the following account in State FY 2019:

04-096-096-960515-3048	<u>FY 2019</u>
048-500226 Contract Repairs – Building/Grounds	\$5,721.00

EXPLANATION

This agreement is **retroactive** as there were unanticipated additional services not in the original contract. The Department of Transportation occupies office space at the John O. Morton Building on 7 Hazen Drive in Concord, NH. The building is maintained by the Department of Administrative Services.

The original agreement for an amount of \$11,788.00 was approved by The Commissioner on May 17, 2018. Some unanticipated additional work, described in the Contractor's proposal dated June 19, 2018, is required to complete the J.O. Morton Building renovations. Additional electrical work is required to meet building code. The Contractor has agreed to perform the additional work for an amount not to exceed \$5,721.00. To allow adequate time to complete the work, the date of completion is being extended from June 30, 2018 to July 31, 2018.

Your approval of this Service Agreement Amendment is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

IN WITNESS WHEREOF the parties hereto have executed this amended AGREEMENT on the day and year first above written.

Contractor

WITNESS TO THE CONTRACTOR

By: Cardyn L Amos
COO

Dated: 6/19/18

CONTRACTOR
By: Joseph W. Ryan
President (Title)

Dated: 6/19/18

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Field
Natasha Field

Dated: 7/12/18

THE STATE OF NEW HAMPSHIRE

By: Peter E. Stammes
Peter E. Stammes
Director of Project Development

Dated: 7/12/18

Attorney General

This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 7/31/18

By: Allison B. Greenstein
Assistant Attorney General

Proposal

R & T ELECTRIC, INC.
 315 SOUTH MAIN ST.
 CONCORD, NH 03301-3452
 (603) 224-4782

PROPOSAL SUBMITTED TO State of NH		PHONE 271-3496	DATE 6/19/18
STREET 7 Hazen Dr.		JOB NAME Extra cost for additional circuits needed above original quote SJ18086	
CITY, STATE AND ZIP CODE Concord, NH		JOB LOCATION Morton Building	
ARCHITECT Mike Baxley	DATE OF PLANS	Estimate # SJ18086E	JOB PHONE

We hereby submit specifications and estimates for:

Right of way

- We will add a total of two new 120 volt 20 amp circuits run from the closest power panel to the this area.
 The estimated cost of labor and materials to complete this work is to not exceed \$500.00. The actual cost will be billed at time and materials.

Finance

- We will add up to five new 120 volt 20 amp circuits from the closest power panel to this area.
 The estimated cost of labor and materials to complete this work is to not exceed \$1,287.00. The actual cost will be billed at time and materials.

Highway design

- We will add up to six new 120 volt 20 amp circuits from the closest power panel to this area.
 The estimated cost of labor and materials to complete this work is to not exceed \$2,476.00. The actual cost will be billed at time and materials.

Internal audit

- We will add up to two new 120 volt 20 amp circuits from the closest power panel to this area.
 The estimated cost of labor and materials to complete this work is to not exceed \$871.00. The actual cost will be billed at time and materials.

Amps

- We will add up to four new 120 volt 20 amp circuits from the closest power panel to this area.
 The estimated cost of labor and materials to complete this work is to not exceed \$587.00. The actual cost will be billed at time and materials.

Note:

This is the estimated extra cost for additional circuits that may be needed above original quote # SJ18086

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

As noted above Dollars (\$ As noted above)

Payment to be made as follows:

<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Payment is due upon completion of the work unless other arrangements have been made with management. A service charge of 2% per month will be charged to all balances outstanding more than 30 days. R & T shall assert a mechanic's lien for all outstanding balances due against the real property to which labor and materials were supplied. R & T shall be entitled to the return of all of the reasonable attorneys' fees and costs associated with the collection of any balances outstanding.</p>	<p>Authorized Signature <u>Irving (Skip) Jenna</u> Note: This proposal will be Withdrawn by us if not accepted within <u>30</u> days.</p>
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<p>Acceptance of Proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance <u>6/21/18</u></p>	<p>Signature <u>[Handwritten Signature]</u> Signature _____</p>
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CERTIFICATE OF VOTE

I, Carolyn L. Amrol Hereby certify that I am duly elected COO (Chief Operating Officer) of R&T Electric, Inc.

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 April 14, 2018, at which a quorum of the Board was present and voting.

VOTED: That Jonathan H. Ruggles is duly authorized to enter into a specific contract namely J.O. Morton Building Renovations.

With: State of New Hampshire, Department of Transportation, and further authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of May 8, 2018, and that Carolyn L. Amrol is duly elected COO of the Corporation.

Dated: June 19, 2018

Attest: Carolyn L. Amrol
Carolyn L. Amrol

State of New Hampshire

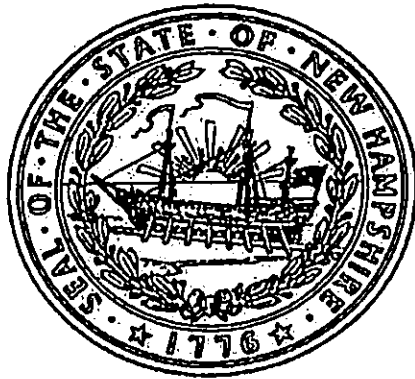
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that R & T ELECTRIC, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 04, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 17755

Certificate Number : 0004096614



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED: 5/8/2018

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: THE BOMBY AGENCY INC.
 45 Constitution Avenue
 P.O. Box 511
 Concord, NH 03302-0511

INSURED: R & T Electric, Inc.
 115 South Main Street
 Concord, NH 03301-3452

CONTACT: Donna Blackford
 PHONE: (603) 224-2562
 FAX: (603) 224-2562
 E-MAIL: dblackford@royalway.com

AGENTS: Insurance Agency
 10977
 Insurance Agency
 11083

REVISION NUMBER: CERTIFICATE 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.

AGENCY: POLICY PERIOD: POLICY TYPE: POLICY LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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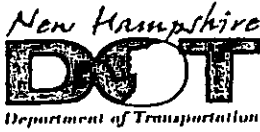
RE: JO MOTOR BUILDING RENOVATIONS.

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

CERTIFICATE HOLDER

State of New Hampshire
 7 Hazen Drive
 Concord, NH 03301

AUTHORIZED REPRESENTATIVE
 Donna Blackford/DIB



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 11, 2018

Victoria F. Sheehan
Commissioner, Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03302-0483

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Service Agreement with R&T Electric, Inc., Concord, NH, Vendor #154758, for an amount not to exceed \$11,788.00, based upon a proposal for labor and materials costs to perform electrical work in conjunction with the rearrangement of office space in the John O. Morton Building, effective upon approval through June 30, 2018. 100% Highway Funds.

Funds to support this request are available in the following account in State FY 2018:

04-096-096-960515-3048	<u>FY 2018</u>
048-500226 Contract Repairs – Building/Grounds	\$11,788.00

EXPLANATION

The Department of Transportation occupies office space at the John O. Morton Building on 7 Hazen Drive in Concord, NH. The building is maintained by the Department of Administrative Services.

R&T Electric, Inc. has been selected by the Department of Administrative Services to provide labor and materials to perform electrical work in conjunction with the rearrangement of office space in the John O. Morton Building in accordance with a proposal submitted by R&T dated April 11, 2018.

Your approval of this Service Agreement is respectfully requested.

Sincerely,

Peter E. Stamnas, P.E.
Director of Project Development

Commissioner Victoria F. Sheehan
NH Department of Transportation, John Morton Building

May 17, 2018

Approved (Signature)

Date

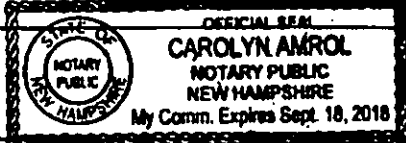
Attachments

Subject: Service Agreement 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 <u>NH Department of Transportation</u>		1.2 State Agency Address <u>PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483</u>	
1.3 Contractor Name <u>R&T Electric, Inc.</u>		1.4 Contractor Address <u>315 South Main St., Concord, NH 03301-3452</u>	
1.5 Contractor Phone Number <u>(603) 224-4782</u>	1.6 Account Number <u>04-096-096-962515-3048</u>	1.7 Completion Date <u>June 30, 2018</u>	1.8 Price Limitation <u>\$11,788.00</u>
1.9 Contracting Officer for State Agency <u>Peter Stamnas</u>		1.10 State Agency Telephone Number <u>(603) 271-1486</u>	
1.11 Contractor Signature <u>Jonathan H. Ruggles</u>		1.12 Name and Title of Contractor Signatory <u>Jonathan H. Ruggles President</u>	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merrimack</u> On <u>5/8/18</u> , 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 <u>Carolyn Amrol</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carolyn L. Amrol (Notary)</u>			
1.14 State Agency Signature <u>Peter Stamnas</u>		1.15 Name and Title of State Agency Signatory <u>Peter Stamnas</u> Director of Project Development	
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: <u>Allen B. Jensen</u> On: <u>6/12/18</u>			
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 **JAR**
Date **5-8-12**

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

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.



Service Agreement (Form P-37)
R&T Electric, Inc.

Exhibit A: Scope of Work

R&T Electric, Inc. shall perform electrical work in the Department of Transportation's John O. Morton Building in Right-of-Way, Highway Design, AMPS, Internal Audit, Area "C", Finance, and New Office Space as described in detail in their attached Proposal dated April 11, 2018.

Exhibit B: Contract Price and Method of Payment

This Service Agreement has a not-to-exceed value of \$11,788.00 to be paid to R&T Electric, Inc. upon completion of the services.

Exhibit C: (Blank)



Proposal

R & T ELECTRIC, INC.
315 SOUTH MAIN ST.
CONCORD, NH 03301-3452
(603) 224-4782

PROPOSAL SUBMITTED TO State of NH		PHONE 271-3496	DATE 4/11/18
STREET 7 Hazen Dr.		JOB NAME Rearrange/add office space	
CITY, STATE AND ZIP CODE Concord, NH		JOB LOCATION Morton Building	
ARCHITECT Mike Baxley	DATE OF PLANS	Estimate # SJ18086	JOB PHONE

We hereby submit specifications and estimates for:

Right of Way

- Add a ceiling mounted exit sign.
- Two new walls are being built to create a new office.
- In the new office we will relocate one existing light fixture into that office.
- Rewire that light and a second existing light to be controlled by a new switch inside that office.
- We will add a new dedicated circuit for this office.
- We will add one 1/2" conduit in one of the new walls for data/communication wiring in this office.
- We will remove an existing power pole no longer needed.
- We will change an existing quad outlet to a blank plate. We will use the two circuits feeding the quad outlets to feed two new work stations.
- If in that existing quad outlet box there is not two existing circuits this quote does not include the cost to run additional circuits.

The estimated cost of labor and materials to complete this work is \$1,522.00.

Highway Design

- Three existing walls to be removed will need electrical wiring to outlets removed.
- We will need to relocate three existing light switches.
- We will remove any excess light fixtures for you to save for future use.
- There will be nine total new work station created needing nine dedicated new circuits run.
- The nine new circuits will come from panel PP2E.
- There will be a new conference room built requiring a total of 4 to 6 new outlets to be added in the new and existing walls.
- We will install a new light switch to control existing lighting in this new conference room.
- We will install a 1/2" conduit in one of the new walls for data/communication wiring.

The estimated cost of labor and materials to complete this work is \$3,211.00.

Ames

- There are three existing work stations to be removed. Each of these workstations are believed to be feed by dedicated circuits.
- We will reuse the three existing dedicated circuits to feed three of the new work stations.
- We will run three new dedicated circuits to feed three more new work stations.
- We will run the three new circuits from panel PP2C.
- If the three existing work stations do not each have a dedicated circuit than running the required number of new circuits is not included in this estimate.

The estimated cost of labor and materials to complete this work is \$1,503.00.

Internal Audit

- There will be three new work stations created.
- We will run three new dedicated circuits from electrical panel PP1D to feed them.
- This panel has spare circuits but no spare breakers so we will need to provide breakers for this work.

The estimated cost of labor and materials to complete this work is \$1,169.00.

Area "C"

- There will be two new walls added.
- We will install two new outlets in the new wall fed from the existing outlet circuit.
- We will install three new light fixtures provided by you for this area.
- We will install a light switch in one of the new walls to control the new lights.

The estimated cost of labor and materials to complete this work is \$1,015.00.

Finance

Previous quote # SJ18026 now included in this estimate.

- The first two rows of furniture are to be removed.
- We will disconnect the feed from the wall to the furniture so it can be moved.
- We will remove the existing surface mounted conduit from the wall.
- We will pull back the wires that fed the furniture to a junction box.
- We will run wire from that junction box to a new power pole used to feed the new furniture.
- The power poles are to be supplied by you.
- We will reuse the existing circuits already in this room. Running new circuits from an electrical panel is not included in this estimate.

The estimated cost of labor and materials to complete this work is \$1,311.00.

Previously quoted option from quote # SJ18026 now included in this estimate.

- We will do the same as described above to move a third row of furniture.

The estimated cost of labor and materials to complete this work is \$655.00.

New office space

- Two new walls are being built.
- We will move an existing light in the new office space.
- We will install a light switch to control the lights in the new office.
- We will move an existing ceiling mounted motion sensor so it is outside of the new office.
- We will remove an existing power pole and install a junction box.
- We will remove an existing quad outlets and blank the box.
- We will use the two circuits in that box to feed two new work stations.
- If that quad was not fed with two circuits than running additional circuits to this area is not included in this estimate.
- We will determine if an existing work station fed from a wall outlet is on a dedicated circuit.

The estimated cost of labor and materials to complete this work is \$1,402.00.

The total estimated cost of all of the above work is \$11,788.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

As noted above Dollars (\$ As noted above)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owe to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Payment is due upon completion of the work unless other arrangements have been made with management. A service charge of 7% per month will be charged to all balances outstanding more than 30 days. R & T shall assert a mechanic's lien for all outstanding balances due against the real property to which labor and materials were supplied. R & T shall be entitled to the return of all of the reasonable attorneys' fees and costs associated with the collection of any balances outstanding.

Authorized
Signature Irving (Skip) Jenna
Note: This proposal will be
Withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Date of Acceptance 5/7/18

Signature [Handwritten Signature]
Signature _____

State of New Hampshire

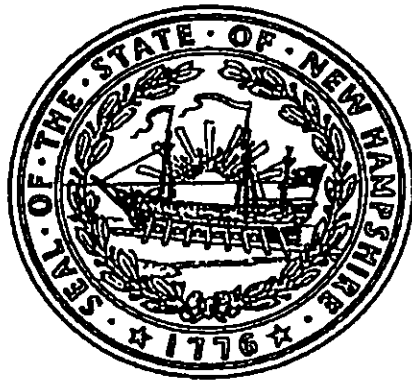
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that R & T ELECTRIC, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 04, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 17755

Certificate Number : 0004096614



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carolyn L. Amrol Hereby certify that I am duly elected COO (Chief Operating Officer) of R&T Electric, Inc.

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 April 14, 2018, at which a quorum of the Board was present and voting.

VOTED: That Jonathan H. Ruggles is duly authorized to enter into a specific contract namely J.O. Morton Building Renovations.

With: State of New Hampshire, Department of Transportation, and further authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of May 8, 2018, and that Carolyn L. Amrol is duly elected COO of the Corporation.

Dated: May 8, 2018

Attest: Carolyn L. Amrol
Carolyn L. Amrol



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2018

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Donna Bickford PHONE: (603) 224-2562 FAX: (603) 224-8012 EMAIL: dbickford@rowleyagency.com ADDRESS:
INSURED R & T Electric, Inc. 315 South Main Street Concord NH 03301-3452	INSURER(S) PROVIDING COVERAGE INSURER A: Cincinnati Insurance Company 10677 INSURER B: Cincinnati Ins INSURER C: New Hampshire Employers Ins Co 13083 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

FORM / TR	TYPE OF INSURANCE	AGENCY / PROD / VOID	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ENP0186664	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	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		ENB0233305	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Dep <input checked="" type="checkbox"/> RETENTION \$ 0		ENP0186664	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/UMBEA EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N M N/A	EXCES040688703012A 3A STATES: NH NO EXCLUDED OFFICERS	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	INSTALLATION FLOATER LEASED/RENTED EQUIPMENT		ENP0186664	4/1/2018	4/1/2019	LIMIT \$25,000 LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JO Morton Building renovations.

CERTIFICATE HOLDER State of New Hampshire 7 Hazen Drive Concord, NH 03301	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 Donna Bickford/DTB <i>Donna Bickford</i>
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