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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source** second contract amendment to an existing contract with Solid Roots Construction LLC, (VC# 297068), Manchester, New Hampshire, for carpentry services at state owned facilities in the Concord, southern and seacoast regions of the State by increasing the price limitation by \$9,474.81 from \$290,600.00 to \$300,074.81 with no change in the contract term effective upon Governor and Council approval to November 9, 2023. The original contract was approved by Governor and Council on November 10, 2021, Item #64 and the first amendment was approved by Governor and Council on September 21, 2022, Item # 127. **99% Transfer from Other Agencies, 1% Agency Income.**

Funding is available in account title Administrative Services as follows:

01-14-14-141510-20300000-Health -Human Svcs Bldg	<u>FY 2023</u>
048-500226 – Contractual Maint Build-Grn	\$9,474.81

EXPLANATION

In accordance with RSA 21-I:12, II, the Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to “provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law.” DAS maintains approximately 91 state owned facilities located throughout the State.

This contract amendment is **sole source** because the price limitation of the contract had already been increased by more than 10% of the original contract amount. Additional funding is needed to cover the costs arising from an emergency to complete repair work that resulted from water damage from frozen pipes during the cold snap earlier this winter. On the weekend of February 3, 2023, a 1” sprinkler pipe flooded the lab and office areas on the first floor and storage/mechanical areas in the basement. We had

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 12, 2023
Page 2 of 2

to call in Solid Roots on a time and material basis to repair the walls and ceilings that were damaged. The total cost of all the emergency repair work exceeded the contract total amount by \$9,474.81.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

Second Contract Amendment
Carpentry Services

It is hereby agreed that the contract approved by NH Governor and Council on November 10, 2021, and the first amendment approved by NH Governor and Council on September 21, 2022, between Solid Roots Construction LLC, as "Contractor" and the Department of Administrative Services as "State", for carpentry services at state owned buildings located in the Concord, south and seacoast areas of the State, is amended as follows:

1. Delete in its entirety section 1.8 Price Limitation and substitute therefore the following:

1.8 Price Limitation \$300,074.81

2. Delete in its entirety Exhibit C, Paragraph 1, and substitute therefore the following:

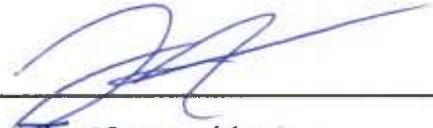
1. The Contractor hereby agrees to provide "Carpentry Services" at the rates listed below for a not to exceed total of \$300,074.81 for the period commencing on November 10, 2021, through November 9, 2023 (herein after referred to as the contract price) in return for the services described in Exhibit "B". This Contract Price shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum amount for the term of the Contract.

All other provisions of that certain service agreement, approved by NH Governor and Council on November 10, 2021, and the first amendment on September 21, 2022, shall remain in full force and effect.

SOLID ROOTS CONSTRUCTION LLC

STATE OF NEW HAMPSHIRE

BY



Jeffrey Kelley
(Print Name)

Title:

Managing Member

Date:

06/12/2023

BY



Charles Arlinghaus
(Print Name)

Title:

Commissioner

Date:

6.14.23

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 12th day of June,
2023, there appeared before me, in the
State and county foresaid a person who
satisfactorily identified himself as

BY:



CHRISTOPHER BOND
(Print Name)

Jeffrey Kelley, and

Title: SR ASSISTANT ATTORNEY GENERAL

acknowledged that he executed this
document indicated above.

Date:

6/20/23

In witness thereof, I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires:

09/11/2025

The foregoing contract amendment was approved by Governor and Council of New Hampshire on:

Signed: _____

Title: _____



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOLID ROOTS CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 14, 2017. 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: 768387

Certificate Number : 0006246534



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certificate of Authority

I, Joshua Hamel, hereby certify that I am a Partner, Member or Manager of Solid Roots Construction a limited liability partnership under RSA 304-B, a limited (Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that Jeffrey Kelley is authorized to bind the partnership or LLC. I (Amendment Signatory)*

further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATE: 06/12/2023

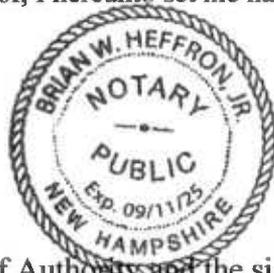
ATTEST: [Signature] (Name)
Managing Member (Title)

STATE OF New Hampshire
COUNTY OF Hillsborough

On the 12th day of June, before me Brian Heffron Jr, the undersigned officer personally appeared Joshua Hamel, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

[Signature]
Justice of the Peace / Notary Public

My Commission Expires: 09/11/2025



* Note: The signatory to this Certificate of Authority and the signatory to the Amendment may not be the same individual.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2023

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

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

PRODUCER Gallant Insurance 1364 Route 3A Bow NH 03304		CONTACT NAME: Chelsea LeBrun PHONE (A/C, No, Ext): (603) 224-0993 E-MAIL ADDRESS: chelsea@gallant-insurance.com FAX (A/C, No): (603) 224-7710	
INSURED Solid Roots Construction, LLC 815 Elm St Suite B Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2331301608 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D53115	03/19/2023	03/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E53115	03/19/2023	03/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			8J53115	03/19/2023	03/19/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6H53115	03/19/2023	03/19/2024	<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
A	Leased/Rented Equipment			6C53115	03/19/2023	03/19/2024	Amount 100,000

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

Workers Comp Excluded Officers: Jeffrey Kelley and Joshua Hamel

CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase 25 Capitol St Room 102 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 
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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

MLC

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Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

Charles M. Arlinghaus
Commissioner

August 26, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **retroactive sole source** amendment to an existing contract with Solid Roots Construction LLC, (VC# 297068), for Carpentry Services at State owned facilities in the Concord, Southern and Seacoast Regions of the State, by increasing the price limitation by \$145,170 from \$145,430.00 to \$290,600.00 with no change in the contract term effective upon Governor and Council approval for the period of August 15, 2022 to expire November 9, 2023. The original contract was approved by Governor and Council on November 10, 2021, Item #64.

The cost of the contract amendment shall be paid contingent upon availability and continued appropriations through various individual Department of Administrative Services budgeted contract class 048 contract maintenance line expenditures or emergency capital budget line expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditures.

EXPLANATION

In accordance with RSA 21-I:12, II, B, The Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." DAS maintains approximately 91 state owned facilities located throughout the State.

On the weekend of August 6, 2022, a water pipe broke on the second floor of the Van McLeod building in Concord causing significant damage. Our original estimate for carpentry services did not take into consideration a project of this magnitude. In accordance with DAS MOP 150, IX, this contract amendment is considered to be **sole source** because it exceeds 10% of the dollar amount of the original contract. The retroactive contract amendment is required to complete the demolition and reconstruction to the interior of the building in a timely fashion. We intend to go out to bid for a new carpentry services contract for the Concord, Southern and Seacoast Regions of the State within the next six months.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 26, 2022
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In September of 2021, DAS issued an RFB for Carpentry Services for five geographic regions in the State. Solid Roots Construction, LLC was the low bidder for the Concord, Southern and Southeast Regions of the State. In November of 2021, DAS obtained approval from Governor and Council for a contract totaling \$145,430. Attached is a copy of the bid results and original contract.

Respectfully submitted,

John L. Rocklin
for Charles M. Arlinghaus,
Commissioner

Contract Amendment
Carpentry Services

It is hereby agreed that the contract approved by NH Governor and Council on November 10, 2021, between Solid Roots Construction LLC, as "Contractor" and the Department of Administrative Services as "State", for carpentry services at state owned buildings located in the Concord, south and seacoast areas of the State, is amended as follows:

1. Delete in its entirety section 1.8 Price Limitation and substitute therefore the following:

1.8 Price Limitation \$290,600.00

2. Delete in its entirety Exhibit C, Paragraph 1 and substitute therefore the following:

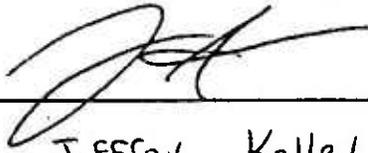
1. The Contractor hereby agrees to provide Carpentry Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$290,600.00. This figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37, Block 1.7.

All other provisions of that certain service agreement, approved by Governor and Council on November 10, 2021, shall remain in full force and effect.

SOLID ROOTS CONSTRUCTION LLC

STATE OF NEW HAMPSHIRE

BY



Jeffrey Kelley
(Print Name)

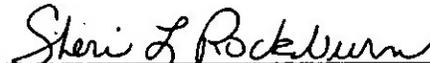
Title:

Managing Member

Date:

08/17/2022

BY



Sheri L Rockburn
(Print Name)

Title:

Asst. Commissioner

Date:

8/20/22

NOTARY PUBLIC/JUSTICE OF THE PEACE

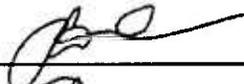
OFFICE OF THE ATTORNEY GENERAL

On the 17th day of August,
2022, there appeared before me, in the
State and county foresaid a person who
satisfactorily identified himself as

Jeffrey Kelley, and

acknowledged that he executed this
document indicated above.

BY:



Takhmina Rakhmatova
(Print Name)

Title:

Assistant Attorney General

Date:

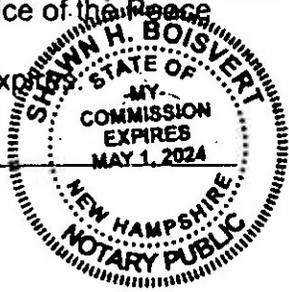
8/29/22

In witness thereof, I hereunto set my hand and official seal.

Shawn Boisvert

Notary Public/Justice of the Peace

My Commission Expires



The foregoing contract amendment was approved by Governor and Council of New Hampshire on:

Signed: _____

Title: _____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOLID ROOTS CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 14, 2017. 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: 768387

Certificate Number : 0005849674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of August A.D. 2022.

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

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Joshua Hamel, hereby certify that I am a Partner, Member or
(Name)

Manager of Solid Roots Construction LLC a limited liability professional partnership
(Name of Partnership or LLC)

under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that Jeffrey Kelley is authorized to bind the partnership or LLC. I
(Amendment Signatory)

further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 8/17/2022

ATTEST: Joshua J. Hamel
(Name)

[Signature]
(Title)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the 17th day of August 2022 before me Shawn H Boisvert undersigned officer personally appeared Joshua Hamel, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereunto set me hand and official seal:

[Signature]
Justice of the Peace/ Notary Public

My Commission Expires:



- Note: The signatory to this Certificate of Authority and the signatory of the contract amendment may not be the same individual.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2022

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

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

PRODUCER Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	CONTACT NAME: Jackie Montes PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073 EMAIL ADDRESS: jackie.montes@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED Solid Roots Construction LLC 815 Elm Street Suite 5B Manchester NH 03101	INSURER A: Continental Western Ins Co NAIC #: 10804
	INSURER B: Acadia Ins Co. NAIC #: 31325
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 22-23 Liability Master 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.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA5431782-12	03/19/2022	03/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AOG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		CAA5432315-12	03/19/2022	03/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA5432316-12	03/19/2022	03/19/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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 Y N/A	WCA5475300-11	03/19/2022	03/19/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as Additional Insured on a Primary and Non-Contributory basis under the Commercial General Liability (CGL) and Commercial Auto (CA) policy if required by written contract. CGL includes Ongoing Completed Operations and CGL & CA include Waiver of Subrogation when required by written contract. Jeff Kelly and Joshua Hamel are excluded from Workers Compensation. Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 113B 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 



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@dns.nh.gov

11/10/2021
L04
mcc

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

October 18, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Solid Roots Construction LLC., (VC# 297068) Manchester, New Hampshire, for a total price not to exceed \$145,430.00 for Carpentry Services at several state owned buildings managed by the Department of Administrative Services. The term of the contract shall begin on November 10, 2021 or upon approval of the Governor and Executive Council whichever is later, through November 9, 2023 a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

The cost of the contract shall be paid contingent upon availability and continued appropriations through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services maintains over 90 state owned buildings. Occasionally, Carpentry Services are required to supplement the existing staff in emergency situations as well as when there is a shortage of skilled labor due to employee vacancies or absences. This contract would provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of service on an as needed basis.

On September 27, 2021, the Bureau of Purchase and Property issued RFB Adm Svs 2022-01 for Carpentry Services; compliant bids were received from three (3) Vendors and two (2) other bids submitted after the deadline, were rejected. Attached is a copy of the bid results.

The Department of Administrative Services requests the approval of this contract.

Respectfully submitted:

Charles M. Arlinghaus
Commissioner

Carpentry Services

RFB Adm Svs 2022-01

September 27, 2021 @ 2:00 PM

Solid Roots Construction, LLC

Concord Area

Concord, Hooksett Approximately 60 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	1060	\$85.00	\$90,100.00	292	\$127.50	\$37,230.00	\$127,330.00
D.L. King & Associates, Inc	1060	\$78.00	\$82,680.00	292	\$105.00	\$30,660.00	\$113,340.00
Solid Roots Construction, LLC	1060	\$57.00	\$60,420.00	292	\$80.00	\$23,360.00	\$83,780.00

South

Manchester, Derry, Nashua, Milford, Merrimack Approximately 7 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	250	\$85.00	\$21,250.00	250	\$127.50	\$31,875.00	\$53,125.00
D.L. King & Associates, Inc	250	\$78.00	\$19,500.00	250	\$105.00	\$26,250.00	\$45,750.00
Solid Roots Construction, LLC	250	\$57.00	\$14,250.00	250	\$80.00	\$20,000.00	\$34,250.00

Central

Laconia, Plymouth, Franklin Approximately 7 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	150	\$95.00	\$14,250.00	150	\$142.50	\$21,375.00	\$35,625.00
D.L. King & Associates, Inc	150	\$80.00	\$12,000.00	150	\$110.00	\$16,500.00	\$28,500.00
Solid Roots Construction, LLC	150	No Bid	\$0.00	150	No Bid	\$0.00	No Bid

Door Repair and Installation Services

RFB Adm Svs 2022-01

September 27, 2021 @ 2:00 PM

Seacoast

Portsmouth, Dover, Brentwood, Rochester, Hampton Approximately 5 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	200	\$95.00	\$19,000.00	200	\$142.50	\$28,500.00	\$47,500.00
D.L. King & Associates, Inc	200	\$80.00	\$16,000.00	200	\$110.00	\$22,000.00	\$38,000.00
Solid Roots Construction, LLC	200	\$57.00	\$11,400.00	200	\$80.00	\$16,000.00	\$27,400.00

North

Ossipee, North Conway, Lancaster, Approximately 3 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	150	\$110.00	\$16,500.00	150	\$165.00	\$24,750.00	\$41,250.00
D.L. King & Associates, Inc.	150	\$85.00	\$12,750.00	150	\$120.50	\$18,075.00	\$30,825.00
Solid Roots Construction, LLC	150	No Bid	\$0.00	150	No Bid	\$0.00	No Bid

West

Lebanon, Jaffrey Approximately 2 facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			Total Estimated Amount in Dollars
	Hours	Rate	Total	Hours	Rate	Total	
Amoskeag Maintenance Services, LLC	100	\$110.00	\$11,000.00	100	\$165.00	\$16,500.00	\$27,500.00
D.L. King & Associates, Inc	100	\$85.00	\$8,500.00	100	\$120.50	\$12,050.00	\$20,550.00
Solid Roots Construction, LLC	100	No Bid	\$0.00	100	No Bid	\$0.00	No Bid

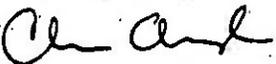
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Solid Roots Construction LLC		1.4 Contractor Address 815 Elm St. Suite 5B Manchester NH 03101	
1.5 Contractor Phone Number 603-757-6014	1.6 Account Number VARIOUS	1.7 Completion Date November 9, 2023	1.8 Price Limitation \$145,430.00
1.9 Contracting Officer for State Agency Andrea Williams-Cameron		1.10 State Agency Telephone Number (603) 271-6864	
1.11 Contractor Signature  Date: 10/6/21		1.12 Name and Title of Contractor Signatory Jeffrey Kelley, Member	
1.13 State Agency Signature  Date: 10-19-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/21/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 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 80:7c 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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

Contractor Initials 52
Date 10/6/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

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10/6/21

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Solid Roots Construction LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services (hereinafter referred to as the "State"), with Carpentry Services in the following regions: Concord, South and Seacoast.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms

3. TERM OF CONTRACT

This Contract shall commence on November 10, 2021 upon the approval of Governor and Executive Council and shall terminate on November 9, 2023, a period of approximately twenty-four (24) months, unless extended for additional terms.

The Contract may be extended for an additional one (1) one-year term thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. TERMINATION WITHOUT CAUSE

The State of New Hampshire has the right to terminate the Contract at any time by giving the Contractor thirty (30) days advance written notice.

5. SCOPE OF WORK

The Contractor shall provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The Contractor shall work on an on-call basis. The types of services that may be requested under Carpentry Services shall include the following:

- 1. Demolition of gypsum wall board, plaster, metal, masonry and wood wall systems
- 2. Demolition, repair or replacement of flooring and subflooring systems

3. Rough carpentry related to commercial construction of walls, doors, windows and ceilings
4. Finish carpentry related to commercial construction of walls, doors, windows and ceilings
5. Demolition, repair or replacement of ceilings
6. Demolition, repair or replacement of suspended acoustical tile ceilings
7. Demolition, repair, fabrication, installation or replacement of cabinetry
8. Installation and removal of temporary enclosures comprised of materials rated for the purpose
9. Protection of flooring and countertop surfaces with Builder Board, Ram Board or equivalent
10. Demolition, repair or replacement of building envelope components

Individual projects are not to exceed \$25,000 including all costs associated with any individual project, including supervision, labor, mileage, equipment, construction equipment, machinery and supplies unless a waiver is obtained from the Director of Plant and Property.

The Contractor shall submit a not to exceed quote to individual projects at rates established in this Contract.

For emergency work requiring immediate attention, the Contractor shall work on a Time and Material basis subject to review and approval by the State Project Manager.

All services performed under this Contract shall be performed between the hours of 7:00 A.M. and 5:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The Contractor shall initiate, maintain and supervise all safety precautions and program in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a) All employees of the work and all other persons who may be affected thereby;
- b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of their subcontractor(s).

- c) The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulation and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- d) If at any time during the performance of the work required by the Contract, the Contractor finds, or has reason to suspect, the presence of asbestos, lead paint, or other hazardous materials in the work area, Contractor shall immediately notify the State representative in writing setting forth the observation, suspicions and requesting instructions. At the same time, the Contractor shall withdraw all personnel from the potentially contaminated area.

The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract.

The Contractor shall provide methods, means and facilities to minimize noise produced by construction operations.

The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and all Carpentry Services shall be good quality free from faults and defects.

The Contractor shall supervise and direct the work, using their best skills and attention, The Contractor shall be solely responsible for all construction, means, methods, techniques, sequences and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, material, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State.

The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other personnel performing any of the work under this Contract.

All Carpentry Services shall be completed in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each state building.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold

any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from work such employees as deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from work such employees as deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6. CONFIDENTIALITY & CRIMINAL RECORD

If requested, the Contractor and its employees, and Sub-contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted prior to the start of the work.

EXHIBIT C
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Carpentry Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$145,430.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Scheduled Carpentry Services, shall be invoiced on a fixed price basis based on the rates listed below.

Any emergency Carpentry Services shall be completed on a Time and Material basis at the rates listed below.

Regions	Description	Unit Cost
Concord Area Concord, Hooksett Approximately 60 facilities	Labor Rate Monday - Friday 0700-1700	\$57.00/Hour
	Labor Rate Saturday	\$80.00/Hour
	Labor Rate Sundays, Holidays	\$80.00/Hour
	Labor Rate Monday - Friday 1701 - 6:59 AM	\$80.00/Hour
South Manchester, Derry, Nashua, Milford, Merrimack Approximately 7 facilities	Labor Rate Monday - Friday 0700-1700	\$57.00/Hour
	Labor Rate Saturday	\$80.00/Hour
	Labor Rate Sundays, Holidays	\$80.00/Hour
	Labor Rate Monday - Friday 1701 - 6:59 AM	\$80.00/Hour
Seacoast Portsmouth, Dover, Brentwood, Rochester, Hampton Approximately 5 facilities	Labor Rate Monday - Friday 0700-1700	\$57.00/Hour
	Labor Rate Saturday	\$80.00/Hour
	Labor Rate Sundays, Holidays	\$80.00/Hour
	Labor Rate Monday - Friday 1701 - 6:59 AM	\$80.00/Hour

The Hourly Rate shall be for the actual amount of time at the respective job sites.


 10/6/21

The Mileage Charge shall be \$0.575 per mile portal to portal, or the distance from the previous worksite to the new worksite whichever is less.

All materials shall be invoiced at a markup not to exceed 30% over Contractor's cost.

The maximum markup rate shall not exceed 10% for any work performed by approved subcontractors.

The maximum markup rate shall not exceed 30% for any materials utilized by subcontractors.

For scheduled Carpentry Services completed on a fixed price basis, the Contractor shall provide information on the invoice that includes detail of the work performed, dates and location of the Carpentry Services.

For Emergency Carpentry Services awarded on a Time and Material basis the Contractor must provide detail of the work performed, dates and location of the Carpentry Services, a copy of the material invoices to verify mark up and number of hours per person worked.

The Contractor shall submit invoices at rates stated in the Contract. The State reserves the right to examine the Contractor's invoices for the material used in completing the work.

3. INVOICE

Itemized invoices shall be submitted to the individual bureau after the completion of the job/services and shall include a brief description of the work done along with the location of the work.

Contractors shall be paid within thirty (30) days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

4. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Limited Partnership or LLC Certificate of Authority

I, Joshua Hamel, hereby certify that I am a Partner, Member or Manager
(Name)
of Solid Roots Construction a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under
RSA 304-C.

I certify that Jeffrey Kelley is authorized to bind the partnership or LLC. I
(P-37 Signatory)*

further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the partnership or LLC and that this authorization
shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATE: 10/6/21

ATTEST: Joshua J. Hamel
(Name)
Member
(Title)

STATE OF New Hampshire
COUNTY OF Hillsborough

On the 6th day of October, before me Shawn Boisvert, the undersigned officer
personally appeared Joshua Hamel, known to me or satisfactorily proven to be the person
whose name is subscribed to the within instrument and acknowledged that he/she executed the same for
purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Shawn Boisvert
Justice of the Peace / Notary Public

My Commission Expires: **SHAWN H. BOISVERT**
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 1, 2024



* Note: The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

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 **SOLID ROOTS CONSTRUCTION LLC** is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 14, 2017. 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: 768387

Certificate Number: 0005454116



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2021.

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

William M. Gardner
Secretary of State



State of New Hampshire
Department of State

Filed
Date Filed: 10/01/2021 04:52:33 PM
Effective Date: 10/01/2021 04:52:33 PM
Filing #: S450951 Pages: 1
Business ID: 768387
William M. Gardner
Secretary of State
State of New Hampshire

Business Information Change

BUSINESS NAME: SOLID ROOTS CONSTRUCTION LLC
BUSINESS TYPE: Domestic Limited Liability Company
BUSINESS ID: 768387
STATE OF FORMATION: New Hampshire

UPDATED BUSINESS ADDRESS

PRINCIPAL OFFICE ADDRESS: 815 Elm Street, Suite 5B, Manchester, NH, 03101, USA
MAILING ADDRESS: 815 Elm Street, Suite 5B, Manchester, NH, 03101, USA

I, the undersigned, do hereby certify that the above information is true to the best of my knowledge and belief.

Title: Member
Signature: Jeffrey Kelley
Name of Signer: Jeffrey Kelley
Date signed: 10/01/2021

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2021

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

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

PRODUCER Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	CONTACT NAME: Taryn Masse	PHONE (AG, RA, Ext): (603) 612-2800	FAX (AG, Ext): (603) 670-1073
	E-MAIL ADDRESS: Taryn.Masse@crossagency.com		
INSURED SOLID ROOTS CONSTRUCTION, LLC 815 ELM ST, STE 5B MANCHESTER, NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Western Ins Co		10804
	INSURER B: Acadie Ins Co.		31325
	INSURER C: Union Insurance Company		25844
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21-22 Lab Master 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.

INSTR LTR	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CPA5431782-11	03/19/2021	03/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AI-CONTR-ONGOING \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HERED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5432315-11	03/19/2021	03/19/2022	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA5432316-11	03/19/2021	03/19/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCA 5475300 3a NH	03/21/2021	03/19/2022	<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
	Jeff Kelly and Joshua Hamel Excluded from Worker's Compensation					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jeff Kelly and Joshua Hamel are excluded from Workers Compensation. Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies.

CERTIFICATE HOLDER State of New Hampshire Dept of Administrative Services 25 Capitol St, Rm 1138 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