

2/21/24



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



45

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Highway Maintenance
August 6, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Derry Roofing, LLC (Vendor #498648), for an amount not to exceed \$6,420, for roof replacement of the NHDOT supply warehouse located at 65 Pinkham Road in Lee, from the date of Governor and Council approval through December 31, 2024. 100% Highway Funds.

Funds to support this request are available in the following account in State FY 2025:

	<u>FY 2025</u>
04-96-96-960515-3007	
048-500226 Contractual Maintenance	
Building & Grounds	\$6,420

EXPLANATION

NHDOT Highway Maintenance District 6 purchased asphalt shingles in Spring 2023 with the intent of using State forces to complete the roofing project. Staffing issues related to the high vacancy rates in highway maintenance crews prevented the work from being completed prior to last winter. Given that the vacancy rate has not improved sufficiently to undertake the project with State forces this Summer, NHDOT solicited quotes from contractors to install the shingles purchased for the roofing project. All necessary building materials will be provided by NHDOT through other existing materials contracts.

Vendor payments for FY 2025 are above the Governor and Council threshold necessitating this request.

Your approval of this Service Agreement is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

NH/s
Attachment

ESTIMATE

Dover Roofing
120 Durham Rd.,
#1
Dover, NH 03820
(603) 498-5741

Sales Representative
Thomas Flanagan
tflanagan@doverroofingcontractors.com



Paul Sanders
Job #1864 - Paul Sanders
68 Pinkham rd
Lee, NH 03824

Estimate #	2104
Date	7/1/2024

Item	Description
Strip Roof of Existing Shingles	Tear off existing roof, up to 2 layers, to expose current roof sheathing.
Roof Sheathing	Once the roof is stripped we will ensure that all roof sheathing is good shape for new roofing system to be applied. If we encounter any rotted sheathing the first 2 sheets of plywood are at no additional cost. Anything above 2 sheets needed will be at \$95 per sheet to include labor and materials.
F8 Drip edge	Install new powder coated aluminum F8 drip edge to entire perimeter of the roof. Color is white unless otherwise specified. Colors to choose from are white, brown, black and aluminum finish.
Ice and Water shield	Install new Grace Select Ice and water shield. 6 feet along all eaves, around all protrusions, roof to wall intersections and in all valleys.
Flashing points	We will replace all flashing points as needed. New pipe flashing, wall flashing and chimney flashing.
Synthetic Felt Paper	The rest of the decking will be covered to the ridge line with a synthetic vapor barrier. Today's products replace the old tar paper for better breathability to maximize the life expectancy of the shingles.
Starter strip	We will install a new starter strip around the entire roof's perimeter to give it a clean look from the ground as well as maximize the amount of wind the roof can withstand.
Ridge Vent and Cap Shingles	We will install a new plastic corrugated ridge vent along with Pro edge Hip and Ridge shingles.
Install new IKO architectural shingle	Customer to provide all material for job. Included but not limited to, drip, ice and water shield, shingles, starter shingle, ridge vent, cap shingles, nails and all flashing points.
Debris	We will remove all debris from the house leaving nothing behind. Customer to provide dumpster on site.
House Protection	Protecting your house is our number one goal. We use a blow back system with large mesh tarps to protect the siding, windows and landscaping. Our goal is to not leave one nail in the yard. We use large rolling magnets for the yard and large hand magnets for the bushes and landscaping.
Workmanship warranty	Dover Roofing offers a lifetime workmanship warranty, fully transferable to the next homeowner. Our goal is that if you decide to sell your house you pass along our information to the next owner.
Permits	We will pull any and all necessary permits from the town and abide by those regulations and standards.

Item

Description

Payment Options and Terms

Dover Roofing LLC accepts the following forms of payment:
Cash or check
ACH bank transfer
All major credit cards

A 3% cash, check or bank transfer discount has been applied to this estimate and is reflected in the price. Should you choose to pay via credit or debit card, this discount will no longer apply.

Sub Total	\$10,000.00
Total	\$10,000.00

TERMS AND CONDITIONS

By signing this document, the customer agrees to the services and conditions outlined in this document.

Terms and Conditions

1. **Dover Roofing LLC Responsibilities** - Dover Roofing LLC will complete the work to the terms outlined in the contract. The work shall be completed in a timely fashion, in a substantial and skillful manner. All tools, and material will be supplied by Dover Roofing LLC unless otherwise specified within the contract. Dover Roofing LLC provides a lifetime labor warranty which is fully transferable as many times as you wish within the duration of the warranty, and there is no additional paperwork required for a transfer to be complete. Please note that any issues covered by this warranty must be repaired by Dover Roofing LLC, and the customer must notify us within 48 hours after the problem has been discovered. Please keep in mind that this warranty covers workmanship only and is above and beyond any manufacturer's warranty. Should any problems with materials be discovered, Dover Roofing LLC should still be contacted, as we hold a close relationship with the manufacturer and will help facilitate any and all claims of warranty.

2. **Change Orders** - Any alteration of contract will be done so in writing, between and agreed upon by the buyer and Dover Roofing LLC. This will be done on a change order form and will then be a binding agreement. Payment terms will be the same as seen in part #3 of Terms and Conditions. No work or alterations should be done unless agreed upon by change order or specifically by Dover Roofing LLC.

3. **Buyers Responsibility's** - Unless otherwise specified, Dover Roofing LLC's price is based upon Buyer's responsibilities that there are no conditions preventing Dover Roofing LLC from proceeding with the traditional installation process or procedures for the material required within this contract. Buyer represents that personal effects, personal property, plants, will be relocated or trimmed prior to the beginning of the work done by Dover Roofing LLC, so that Dover Roofing LLC has free access to the area to do adequate and efficient work. Buyer agrees and authorizes Dover Roofing LLC to use electric to perform the work needed to do the work authorized within this contract. Buyer further understands that anything on walls of house including but not limited to pictures, art, ornaments, that are not securely fastened to the wall should be taken off as a precautionary measure, or risk of damage may occur. Dover Roofing LLC will not be responsible for such damage if buyer decides not to take precautionary measure. Buyer agrees that debris could come in when a roof is being installed, and it is buyers responsibility to remove or protect items if attic is used for storage. Buyer carries premise liability insurance, if necessary for the work, buyer shall secure permission to work on or over adjoining property no cost to Dover Roofing LLC. Buyer agrees to hold Dover Roofing LLC harmless and accept risk resulting from access through adjacent properties. Buyer grants Dover Roofing LLC and its employees the right to perform contracted services during daylight hours Monday-Saturday between the hours of 7am-7pm Unless otherwise specified. Buyer grants Dover Roofing LLC the right to use sub contractors to perform the work, as long as job is owned by Dover Roofing LLC and performed to satisfactory by Dover Roofing LLC.

4. **Non- Responsibilities of Dover Roofing LLC** - Dover Roofing LLC will not be responsible for any acts of god including but not limited to, rain, storm, hail, wind, etc. Dover Roofing LLC will not be responsible for any negligence or damage done by party other than Dover Roofing LLC. Dover Roofing LLC will not be responsible for any damage to existing shrubs, landscaping, driveways, etc. Dover Roofing LLC will not be responsible for delays that are caused by any manufacture, weather event, etc. Dover Roofing LLC will not be responsible for any interior fixes, except through negligence of Dover Roofing LLC or its agents. Dover Roofing LLC is not responsible for rot, work done by others, material furnished from or by buyer.

5. **Advertising** - Buyer accepts and grants Dover Roofing LLC the right to display advertising signs on the premises during install and up to 30 days after. Buyer grants Dover Roofing LLC to be able to take before and after pictures of the project for us in Dover Roofing LLC or any third party Dover Roofing LLC hires to use for advertising (exact address and name will not be permitted).

6. **Miscellaneous provisions** - All unused material shall remain property of Dover Roofing LLC. Buyer Agrees that this contract may be assigned by Dover Roofing LLC to another qualified contractor, this contract shall bind and obligate to the heirs, successors, or assigns of the parties. This contract and Agreement for Credit, if any, shall constitute the entire agreement between the two parties. Any agreements that are not written in the contract have no force or effect.

7. **Disputes** - If a dispute arises, it is agreed upon and understood that the parties involved within this contract that the dispute will be first handled between parties if possible. This Contract shall be construed in accordance with and governed by the laws of State of New Hampshire or Maine. Buyer shall be responsible for any collection costs or applicable attorney fees. Buyer warrants that this contract is signed without any reliance upon any representations or promises of Dover Roofing LLC or its agents except as is specifically written on this contract, and that no such promises or representations have been offered as an inducement for signing. The parties agree that this Contract constitutes the entire agreement and understanding.

8. **Payments** - Dover Roofing LLC will be entitled to prompt payments in full when completion of the work is done. With the payment terms defined as 1/3 on contract, 1/3 on job start, and the rest after completion in Maine and 1/4 on contract and 1/2 upon completion in New Hampshire (unless otherwise specified in contract). If payment is not prompt, Dover Roofing LLC is entitled to delay the project as needed, or walk off the job if payment is not made in a timely fashion. In event that buyer does not pay Dover Roofing LLC to the terms that are within the contract, Dover Roofing LLC may add a service charge of 1.75% per month. Change orders are the same terms as specified above in this section.

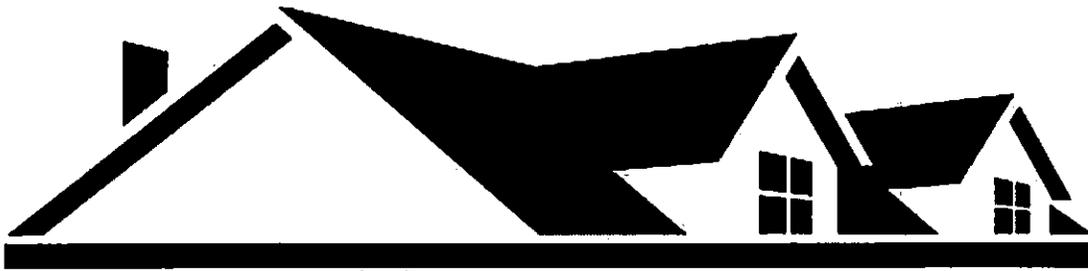
9. Final Payment is due the day the project is completed!

Paul Sandwrs



Thomas Flanagan
46061360 6700 4200 4549 030

07/27/2014



DERRY ROOFING

2 Chester Rd, Derry, NH 03038
603-479-8862

Roseann & Doran Rudy - Owners

Affiliated with Watertown Roofing – Professionals since 1936

Proposal Submitted To: Paul Sanders

Phone: 603-750-9240

Date: 7/22/24

Street: 271 Main St

Job Name: Shed Roof Replace

City&State: Durham NH 03829

Job Location : 65 Pinkham Rd Lee, NH

We hereby submit specifications and estimate for: 2 Layer Rip

- Rip down to Roof Boards, Replace up to 100(sf) of Boards or Plywood.
- Install Ice & Water Shield over Entire Roof.
- Install 8" Drip Edge on Outside Perimeter of Roof.
- Install New Boots on Sanitary Pipes.
- Install Flashing on Chimneys & Walls as needed.
- Install Lifetime ARC Shingles – Shingles provided by state.
- Install Ridge Vent on Roof Cap (For roof to breathe properly)
- Clean and Clear all Debris from Roof.
- 5 Year Workmanship Warranty.

****All Stock Supplied by State – Proposal for Labor Only - 39sq x \$160.00 ****

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel any payments made by you under the agreement, and any negotiable instrument executed by you will be returned to you within ten(10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

Signature _____

**We hereby propose labor-complete in accordance with above specifications, for the sum of:
\$ 6420.00**

Payment to be made as follows: 100% Due upon completion

All Material is guaranteed to be as specified. All work to be completed in workmanlike manner according to the standard practices, any alterations or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over an above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary insurance. We are not responsible for Ice damming.

Authorized Signature _____

** Proposal is good for 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 _____.

Signature _____

IN Jim 244-8282

JIM GARR

Exeter
River Construction 156 MTN VIEW RD
Deerfield NH 03037

PROPOSAL SUBMITTED TO Lee Shed #605	PHONE	DATE
STREET Pinkham RD	JOB NAME	5-28-23
CITY, STATE AND ZIP CODE Lee NH	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Strip Existing metal Roof off building and single layer of shingles. Clean up daily AND put in dumpster. Check plywood. New 8" white drip edge. ICE & water Both sides to TOP. Lay new lifetime Ark Shingles. MAKE SURE LEAD IS GOOD AROUND CHIMNEY AND New Boot ON vent. Install ridge vent DOWN Entire length of Roof. Cut GAP IF NONE EXISTANT.

Strip roof Both layers = 10,000
Lay roof + Ridge vent
Complete ICE & water = 12,600

Fully insured,
Fully warranted,
THX U.

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

Twenty Two Thousand Six hundred

dollars (\$ 22,600).

Payments 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 alteration 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, burglary and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ 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: _____

Signature _____

Signature _____

FORM NUMBER P-37 (version 2/23/2023)

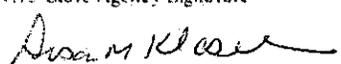
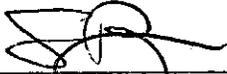
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Dr Concord, NH 03302	
1.3 Contractor Name Derry Roofing, LLC		1.4 Contractor Address 2 Chester Rd Derry NH 03038	
1.5 Contractor Phone Number 603-750-9240 603-479-8862 ^{UR}	1.6 Account Unit and Class 04-96-96-960515-3007	1.7 Completion Date 12/31/2024	1.8 Price Limitation \$6,420.00
1.9 Contracting Officer for State Agency William J. Cass		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 8/8/24		1.12 Name and Title of Contractor Signatory Doran Rudy, Manager	
1.13 State Agency Signature  Date: 8/15/24		1.14 Name and Title of State Agency Signatory Susan M. Klesin, Director of Operations NHDOT	
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: 9/9/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
Date: 8/8/24

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 1.1 ("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, 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.

3.3 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. 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 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, 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 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. 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.

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 807 through RSA 807-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of the Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly, arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 hereof shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewals of insurance required under this Agreement. 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 NH RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of NH 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 any successor, proof of Workers' Compensation in the manner described in NH RSA chapter 281-A and any applicable renewals 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

Derry Roofing exhibits

Exhibit A

- No Special Provisions

Exhibit B

- District 6 has purchased asphalt shingles and will require Derry Roofing, LLC to install the shingles. All necessary building materials will be provided by NHDOT.

Exhibit C

- Total cost shall not exceed \$6,420.

State of New Hampshire

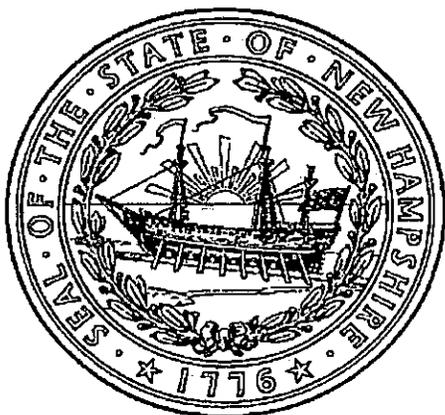
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DERRY ROOFING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 04, 2009. 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: 614792

Certificate Number: 0006692233



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

(limited partnership, limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Lozan Rudy hereby certify that I am a Partner, Member or Manager
(Name)
of Derry Road, LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)

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

I certify that I am authorized to bind the partnership or LLC. I 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:

8/8/24

ATTEST:

Lozan Rudy
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

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).

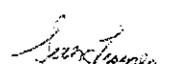
PRODUCER Financial Insurance Services Inc PO Box 950 Derry NH 03038	CONTACT NAME: Alison Richards PHONE (A/C, No, Ext): (603) 432-6414 E-MAIL ADDRESS: arichards@fisins.com	FAX (A/C, No): (603) 432-3852
	INSURER(S) AFFORDING COVERAGE	
INSURED: Derry Roofing LLC 2 Chester Road Suite 103A Derry NH 03038	INSURER A: Northfield Ins Co / AmWINS	NAIC # 27987
	INSURER B: Safety Insurance Company	39454
	INSURER C: Nautilus / AMWINS	
	INSURER D: Technology-AM Trust	
	INSURER E: Liberty Mutual	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			WS594500	04/23/2024	04/23/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			6269977	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			AN1317550	06/25/2024	04/23/2025	EACH OCCURRENCE \$ 2,000,000
	DED RETENTION \$						AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	TARN1028545-05 - NH EXP	08/26/2024	08/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			Y N/A				E.L. EACH ACCIDENT \$ 1,000,000
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		Y	WC533SB25H5J-014 - MA EXP	06/15/2024	06/15/2025	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 New Hampshire Department of Transportation 7 Hazen Drive Concord NH 03302	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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