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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF HISTORIC SITES

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

July 2, 2015

Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 4:8-a, authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites to accept a monetary donation of \$30,000 from the Wentworth-Coolidge Commission, Inc. as their portion of a 50% match for restoration of the windows in the Wentworth-Coolidge Mansion in Portsmouth, NH. Funds will be deposited in the Historic Sites Fund.
2. Pursuant to RSA 21-I:80, (b), further authorize the Department to contract with Winn Mountain Restorations, LLC (VC #261095), Lyndeborough, NH in the amount of \$50,591 for the repair and restoration of the windows in the Wentworth-Coolidge Mansion upon Governor and Executive Council approval through September 30, 2017. 50% Agency Income (Conservation Plate Funds) and 50% Private Local Funds (Historic Sites Fund)
3. Further authorize a contingency in the amount of \$9,409 to cover any unforeseen issues that may arise, which is not covered under the original scope of services, once the work is underway. 50% Agency Income (Conservation Plate Funds) and 50% Private Local Funds (Historic Sites Fund)

Funds to support this request are anticipated to be available in the following accounts in State FY 2016, FY 2017 and FY 2018 upon availability and continued appropriation of funds in future operating budgets:

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
03-35-35-350010-34050000 Conservation Plate Funds			
048-500226 Contractual Maintenance B&G	\$12,500	\$12,500	\$ 5,000
03-35-35-350010-53120000 Historic Sites Fund			
048-500226 Contractual Maintenance B&G	<u>\$12,500</u>	<u>\$12,500</u>	<u>\$ 5,000</u>
<i>Totals:</i>	\$25,000	\$25,000	\$10,000

EXPLANATION

The Wentworth-Coolidge Mansion, a National Historic Landmark located in Portsmouth NH, is in dire need of having its windows restored and conserved. Due to the historic nature and sensitivity required in completing this work, an invited Request for Proposals (RFP) was issued in May 2014 to ten regional window restoration specialty companies that have all had been vetted by the *New England Window Restoration Alliance*, an organization that sets best practice preservation methods in the field of window restoration. The RFP required a price per opening size on account of the multiple variations in size and configurations of the 60 windows in the



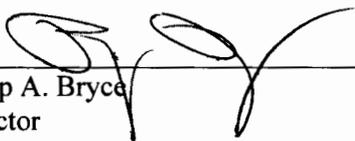
main museum block of the house. Winn Mountain Restorations was the low bidder in all size categories except for one. A copy of the bid tabulation is included for your review and information. Originally the Department had hoped to seek Governor and Executive Council approval in order to begin this project last summer but circumstances led to a delay. Winn Mountain Restorations has provided confirmation of honoring their submitted bid amount.

In addition to the contract amount of \$50,591.01, the Department is requesting a contingency amount of \$9,408.99 to bring the total allowance for this project to \$60,000. The total allowance of \$60,000 was a mutually agreed upon estimate for this project and represents a 50% match by both the Wentworth-Coolidge Commission and the Bureau of Historic Sites. Since the full extent of window and sash deterioration will not be known until the project is underway, the contingency amount offers some safeguard against unforeseen issues that could potentially impact the overall project.

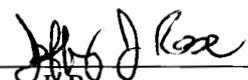
The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner



The Wentworth-Coolidge Commission, Inc.

Mailing Address 799 South Street Portsmouth, NH 03801

Tel. 603-436-9889 Fax 603-430-0025 info@wentworthcoolidge.org

RECEIVED

JUN 27 2014

D.R.E.D.

Benjamin H. Wilson, Dir. Bureau of Historic Sites
NH Dept. of Resources & Economic Development
172 Pembroke Road
P.O. Box 1856
Concord, NH 03302-1856

June 25, 2014

RE: Restoration of Wentworth-Coolidge Mansion Windows

Dear Ben,

On behalf of the Wentworth-Coolidge Commission, Inc., it is with great pleasure that I send the Bureau of Historic Sites the enclosed check for \$30,000. As you know these funds are specifically designated for the purpose of paying for 50% of the cost of restoration of the windows in the Wentworth-Coolidge Mansion (state of NH funds pay other 50%). We understand that this work will begin this summer (2014) and be completed in not more than two years. If there is any remainder of these funds when the window restoration work is completed, those funds will be returned to the WCC, Inc. or placed in a dedicated account for other restoration work on the WC Mansion as agreed in advance with the WCC, Inc. If for some reason, this project is cancelled or the work is not completed as specified, the funds will be returned to the Wentworth-Coolidge Commission, Inc., a tax-exempt 501(c)(3), registered with the Internal Revenue Service.

As you know these funds have been held in a WCC, Inc. designated account for the past five years for the specific purpose of the window restoration. The Commission is delighted that this much needed work will begin this year. Please keep us apprised of the progress so that we may inform our contributors that their generous gifts are being put to the use intended. We appreciate your assistance in getting the windows restored.

We look forward to working with DRED and the BHS to undertake other important areas of the Mansion also needing immediate attention.

With best regards,

Noele M. Clews, Co-chair
Wentworth-Coolidge Commission, Inc.

cc: The Honorable Gov. Maggie Hassan
Sen. Martha Fuller Clark
Speaker Terie Norelli
Executive Council
Commissioner Jeffrey Rose, DRED

**State of New Hampshire
Department of Resources and Economic Development**

**Wentworth-Coolidge Mansion
Window Restoration Project**

Bidders List and Results

The Request for Proposal asked for a per-opening price based on the different sizes and configurations of windows located in the main museum block of the house. Bids were based on sixty openings as follows:

<u>Description</u>	<u>Quantity</u>
6 lite single panel	2
9 lite single panel	2
2 over 2 window	1
4 over 2 window	2
4 over 4 window	16
6 over 6 window	23
8 over 8 window	2
9 over 9 window	6
12 over 12 window	6
<i>Total:</i>	60

Regional Window Restoration Specialty Companies RFP Sent to:	BID AMOUNT
Bagala Window Works Inc. of Falmouth, ME	\$102,520.00
Heartwood Window Restoration of Hawley, MA	\$74,565.00
Winn Mountain Restorations, LLC of Lyndeborough, NH	\$50,591.01
Olde Window Restorers of Weare, NH	Declined To Bid
Black Sash Restorations, LLC of Braintree, VT	\$61,140.00
Wanamaker Restoration of Burlington, VT	Declined To Bid
Linda Kucera Window Restoration and Repair of Hingham, MA	Declined To Bid
Window Woman of New England of Peabody, MA	Declined To Bid
Old Town Repair of Marblehead, M .	Declined To Bid
Cleary and Son, Inc. of Waltham, MA	Declined To Bid

Low Bid:

Winn Mountain Restoration, LLC.
75 Holt Road
Lyndeborough, NH 03082

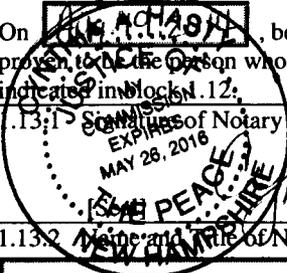
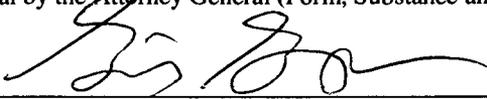
\$50,591.01

Subject: Wentworth-Coolidge Mansion Window Restoration Project. FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Rd. PO. Box 1856</u>	
1.3 Contractor Name <u>Winn Mountain Restorations, LLC</u>		1.4 Contractor Address <u>75 Holt Road, Lyndeborough, NH. 03082</u>	
1.5 Contractor Phone Number <u>603-654-2115</u>	1.6 Account Number <u>See Attached</u>	1.7 Completion Date <u>Sept. 30. 2017</u>	1.8 Price Limitation <u>\$60,000.00</u>
1.9 Contracting Officer for State Agency <u>Benjamin H. Wilson</u>		1.10 State Agency Telephone Number <u>603-271-3556</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Andrew Roeper, Principal.</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 1, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <u>Cynthia A. Hasty</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/9/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

Form P-37 Contract Agreement - Box 1.6 Account Number(s):

03-35-35-350010-34050000-048-500226

03-35-35-350010-53120000-148-500226

**Department of Resources and Economic Development
Division of Parks and Recreation
Bureau of Historic Sites
Wentworth-Coolidge Mansion Window Restoration**

EXHIBIT A

Summary of Services

Winn Mountain Restoration will restore the windows in the main museum block of the Wentworth-Coolidge Mansion using best preservation practices. This will include:

1. Windows will be recorded and identified in situ and then removed from the building in groups and not all at one time;
2. Window openings will be protected using half inch, black painted plywood cut to the size of the openings;
3. Sash will be transported in a safe manner from Portsmouth to Winn Mountain Restoration's shop in Lyndeborough, NH;
4. Each individual sash will be dismantled; glass will be numbered according to its location and reinstalled; broken glass will be replaced with clear, flat glass; and any films previously applied to glass will be removed;
5. Each individual part (stiles, rails and muntins) will be repaired and have all paint removed; and a small square of paint will be retained on each sash maintaining the paint history of the windows;
6. Each sash will be rebuilt, glass reinstalled with bed glazing, and glazed;
7. Each sash will be prime painted using a high quality oil based primer, with two coats of a high quality latex finish on the exterior and Benjamin Moore Satin Impervo on the interior;
8. The sash will be reinstalled in their appropriate openings and made to operate smoothly;
9. Any associated hardware will be documented, maintained and retained with each individual sash; and
10. A record of repair will be kept on each individual sash and will be provided to the Bureau of Historic Sites upon completion of the project.

EXHIBIT B

Contract Price

Repair and Restoration of Windows	\$50,591
Contingency for Unforeseen Repair and Restoration	<u>\$ 9,409</u>
<i>Total:</i>	\$60,000

Method of Payment

Payments will be made within 30 days after receipt of progress based invoices and inspections by the Bureau of Historic Sites.

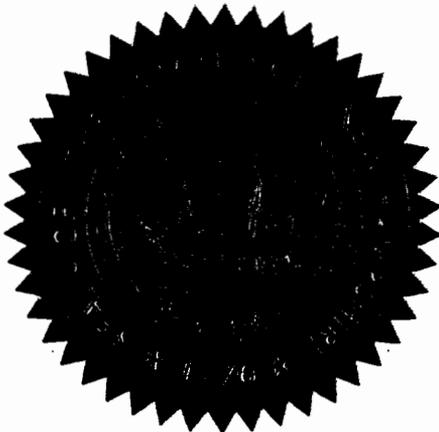
EXHIBIT C

There are no special or additional provisions to this contract.

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 Winn Mountain Restorations, LLC is a New Hampshire limited liability company formed on January 30, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority

I, ANDREW P. ROEPER, hereby certify that I am a Partner, Member or Manager
(Name)

of WINN MOUNTAIN RESTORATIONS LLC a limited liability partnership under RSA 304-B or limited
(Name of Partnership or LLC)

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.

DATED: 19 AUGUST 2014

ATTEST: Andrew P. Roepert
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2015

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Gail Douglas PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: gdouglas@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED WINMO Winn Mountain Restorations LLC 75 Holt Road Lyndeborough NH 03082	INSURER A : Tudor Insurance Co	
	INSURER B : Travelers Indemnity Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 765083904

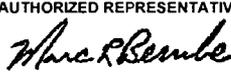
REVISION NUMBER:

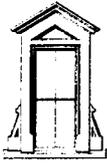
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	NPP8273973	5/31/2015	5/31/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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	N/A	6JUB2E24565215	5/23/2015	5/23/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
NH Workers Comp Officers Excluded: Andy Roeper and Chase Roeper
Additional Insured provisions of the policy apply when required by written contract per form WW443 -- General Liability

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Attn: Ben Wilson, Director of Historic Sites 172 Pembroke Road Concord NH 03301-1856	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 
--	---



**Winn Mountain
Restorations, LLC**

75 Holt Road, Lyndeborough, NH 03082
603.654.2115 cell 603.620.0923
www.winnmountainrestorations.com

7 May 2015

Ben Wilson
Director of Historic Sites
172 Pembroke Road
Concord, NH 03302-1856

Via email: Benjamin.wilson@dred.state.nh.us

Re: Wentworth-Coolidge Mansion, Portsmouth, NH

Ben;

This letter is to confirm that I will honor the bid prices as submitted for the Wentworth Coolidge Mansion project on 5 May 2014.

Thank you for the opportunity to be a part of you restoration efforts. I look forward to working with you. My cell phone number is 603.620.0923 and many days is the most direct way to contact me. Due to my work schedule I tend to check email first thing in the morning.

Sincerely,

Andrew Roper