6 YOR



STATE OF NEW HAMPSHIRE DEPARTMENT of NATURAL and CULTURAL RESOURCES DIVISION of PARKS and RECREATION

Phone: (603) 271-3556 Fax: (603) 271-3553 Email: nhparks@dncr.nh.gov Web: www.nhstateparks.org

October 18, 2019

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Solid Roots Construction, LLC (VC #297068), Manchester, NH, in the amount of \$119,333 for roof replacements on 28 buildings within the Bear Hill Area within Bear Brook State Park in Allenstown, NH effective upon Governor and Executive Council through June 30, 2020. 100% Capital Funds

Funding is available in account, <u>19-146:1XIIA - Roofing and Repairs</u>, as follows:

FY 2020 \$119,333

03-035-035-350030-13160000-034-500162-35B003AC-Capital Projects

EXPLANATION

The Division of Parks and Recreation, manages the Bear Hill Area within Bear Brook State Park in Allenstown, NH. The existing asphalt shingle roofs on 28 buildings are worn out and replacement is necessary in order to protect the integrity of the buildings.

On September 4, 2019, an invitation to submit bids for roof replacement at the Bear Hill Area within Bear Brook State Park was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Three (3) contractors attended a mandatory pre-bid meeting on September 24, 2019. Three (3) bid proposals were received on October 3, 2019, and Solid Roots Construction, LLC was the low bidder. Attached for your information is a summary of the bids received for this project.

Concurred,

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

Respectfully submitted,

Philip A. Bryce

ector Commissioner

State of New Hampshire Department of Natural and Cultural Resources Division of Parks and Recreation Planning and Development

Bid List

Roofing Replacements Bear Hill Area Bear Brook State Park Allenstown, NH

Project No.

CAP-2004

Date:

10/3/2019

Bid List

'Contractors:

Solid Roots Construction 159 S. Main Street Manchester, NH 03102	\$119,333.00	Awarded Pending Approval by Governor and Executive Council
		000.10.11
Avatar Construction /	\$131,423.00	
223 Concord Tpke.		
Unit 448		
4 Cambridge MA 02140	0450 005	
B.J. Youngs Construction	\$158,035	
421 New Rye Rd.	·	
Epsom, NH 03234		
Capitol Roofing Inc Mansfield, MA		Did not attend mandatory Pre- bid meeting bid was considered non responsive.
		·
•	•	

Bidding Procedure: This project was put out to bid on September 4. 2019. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. A Mandatory Pre-bid meeting was held on September 24, 2019 and Three (3) Potential Bidders attended. Bids closed on October 3, 2019 at a public bid opening at the DNCR office. Four (4) bids where received, of which was was considered no responsive for failure to attend the mandatory prebid meeting. The low bidder Solid Roots Construction, LLC was accepted in the amount of \$119,333.00 pending approval by Governor and Executive Council.

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		1.2 State Agency Address		
Department of Natural and Cultural Resources		172 Pembroke Rd.		
Division of Parks and Recreation		Concord, NH 03301		
		,		
1.3 Contractor Name		1.4 Contractor Address		
Solid Roots Construction, LLC		159 S. Main St. Manchester, N	159 S. Main St. Manchester, NH 03102	
<u> </u>				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number		•		
603-757-6014	13160000-034500162-	June 30, 2020	\$119,333	
	35B0003AC	,		
1.9 Contracting Officer for St		1.10 State Agency Telephone	1.10 State Agency Telephone Number	
Edward Mussey, Public Works Project Manager 1		603-271-3973		
24.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.			•	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
1.11 Contractor Signature				
		T ccc (1c 11)		
		Dettley Kelley M	LANGUAY Member	
1.13 Acknowledgement: Stat	e of NIH- County of	JEFFREY Kelley, M	V *	
1,13 Hoksiowicagement. Bank	, coming or	11113001000		
on Oct 7,2019 hefe	ore the undersigned officer, person	nally appeared the person identific	ed in block 1.12, or satisfactorily	
proven to be the person whose	name is signed in block 1.11, and	l acknowledged that s/he executed	I this document in the capacity	
indicated in block 1.12.	tianie is signed in orden it it, and			
1.13.1 Signature of Notary Pu	phlic or Justice of the Peace	CHAMN H BOICVERT		
1.13.1 Signature of studie of studies of the reace		NOTARY PUBLIC	SHAWN H. BOISVERT	
1 = The Obrand Chairdist				
I The State of the Control of the Co	Muslut	State of New Hampshire		
Scall	Built	My Commission Expires		
[Seal] [Seal]	ary or Justice of the Peace		-	
1.13.2 Name and Title of Not		My Commission Expires May 1, 2024		
1.13.2 Name and Title of Not		My Commission Expires		
Shawn Boisv	ert, Notary Pu	My Commission Expires May 1, 2024 L) C	Agency Signatory	
1.13.2 Name and Title of Not	ert, Notary Pu	My Commission Expires May 1, 2024 L) C	Agency Signatory	
Shawn Boisv	ert, Notary Pu	My Commission Expires May 1, 2024 L) C	, A	
Shawn Boisv 1.14 State Agency Signature Small	ert, Notary Pu nt Dale: 10/25/1	My Commission Expires May 1, 2024 Lb Itc 1.15 Name and Title of State G Sarah L Stew	Agency Signatory Agency Signatory	
Shawn Boisv 1.14 State Agency Signature Small	ert, Notary Pu	My Commission Expires May 1, 2024 Lb Itc 1.15 Name and Title of State G Sarah L Stew	, A	
Shawn Bolsv 1.14 State Agency Signature Survey 1.16 Approval by the N.H. D.	ert, Notary Pu nt Dale: 10/25/1	My Commission Expires May 1, 2024 Lb C 1.15 Name and Title of State G Sama L Stew ision of Personnel (if applicable)	, A	
Shawn Boisv 1.14 State Agency Signature Small	ert, Notary Pu nt Dale: 10/25/1	My Commission Expires May 1, 2024 Lb Itc 1.15 Name and Title of State G Sarah L Stew	, A	
1.13.2 Name and Title of Not Shawn Boisv 1.14 State Agency Signature Saw 1.16 Approval by the N.H. D. By: NA	ert, Notary Pu Late: 10 26/1 epartment of Administration, Div	My Commission Expires May 1, 2024 Liphic 1.15 Name and Title of State Office State ision of Personnel (if applicable) Director, On:	, A	
1.13.2 Name and Title of Not Shawn Boisv 1.14 State Agency Signature Saw 1.16 Approval by the N.H. D. By: NA	ert, Notary Pu nt Dale: 10/25/1	My Commission Expires May 1, 2024 Liphic 1.15 Name and Title of State Office State ision of Personnel (if applicable) Director, On:	, A	
1.13.2 Name and Title of Not Shown Bolsv 1.14 State Agency Signature Swall State Agency Signature 1.16 Approval by the N.H. D. By: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ert, Notary Pu Late: 10 26/1 epartment of Administration, Div	My Commission Expires May 1, 2024 LD IC 1.15 Name and Title of State (a) State (b) State (c) State (d) State (d) State (d) State (d) State (e) State (e) State (e) State (f)	, A	
1.13.2 Name and Title of Not Shawn Boisv 1.14 State Agency Signature Saw 1.16 Approval by the N.H. D. By: NA	ert, Notary Pu Late: 10 26/1 epartment of Administration, Div	My Commission Expires May 1, 2024 Liphic 1.15 Name and Title of State Office State ision of Personnel (if applicable) Director, On:	, A	
1.14 State Agency Signature Supposed by the N.H. D. By: \(\) 1.17 Approval by the Attorne By:	ert, Notary Pu Date: 10 25/1 epartment of Administration, Div	My Commission Expires May 1, 2024 Lb C 1.15 Name and Title of State G Sana L Stew ision of Personnel (if applicable) Director, On: Execution) (if applicable) On:	, A	
1.14 State Agency Signature Supposed by the N.H. D. By: \(\) 1.17 Approval by the Attorne By:	ert, Notary Pu Late: 10 26/1 epartment of Administration, Div	My Commission Expires May 1, 2024 Lb C 1.15 Name and Title of State G Sana L Stew ision of Personnel (if applicable) Director, On: Execution) (if applicable) On:	, A	
1.14 State Agency Signature Supposed by the N.H. D. By: \(\) 1.17 Approval by the Attorne By:	ert, Notary Pu Date: 10 25/1 epartment of Administration, Div	My Commission Expires May 1, 2024 Lb C 1.15 Name and Title of State G Sana L Stew ision of Personnel (if applicable) Director, On: Execution) (if applicable) On:	, A	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

\$100 PM

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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State
- 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

determines that the Contractor has cured the Event of Default

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.

shall never be paid to the Contractor;

- 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 upontermination of this Agreement for any reason.
- 9.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

or other emoluments provided by the State to its employees.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials Jk

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES. DIVISION OF PARKS AND RECREATION

ROOFING REPLACEMENTS BEAR HILL AREA AT BEAR BROOK STATE PARK ALLENSTOWN, NH.

EXHIBIT A

SUMMARY OF THE WORK The intent of the contract is to provide the State with new Asphalt Shingle Roofs on multiple buildings located in Bear Brook State Park Allenstown, NH. According to, in compliance with, and as indicated by and in the Department's plans and specifications ("Roofing replacements Bear Hill Area Bear Brook State Park Allenstown, NH") dated September 4, 2019, A copy of which the Contractor acknowledges receipt of, and the following scope of work:

EXTENT OF THE WORK:

- Strip off and Replace Asphalt Shingle Roofing on the following Buildings in the Bear a) Hill Area at Bear Brook State Park:
 - 1. Unit IV Lodge Ledges #51
 - Unit III Lodge Pines #46 2.
 - Cabin#1 unit I 3.
 - 4. Water Tower
 - 5. Cabin#2 unit I
 - 6. Cabint#3 unit I
 - 7. Cabin#6 unit I
 - Cabin#8 unit I 8.
 - Latrine unit I 9.
 - Cabin#11 unit II 10.
 - Cabine#12 unit II 11.
 - 12: Cabin#13 unit II
 - 13. Cabin#14 unit II
 - 14. Cabin#15 unit II
 - Cabin#19 unit II 15.
 - Nature Lodge#21 16.
 - 17. Infirmary#29
 - Central Latrine#30 18.
 - Cabine#35 unit III 19.
 - 20. Cabin#38 unit III
 - Cabin#39 unit:III 21.
 - 22. Cabin#40 unit III
 - 23. Latrine #32 unit III Latrine#47 unit IV 24.
 - 25. Cabin#43 unit IV

 - Cabin#49 unit IV 26. 27. Cabin#51 unit IV
 - 28.

Old Ice House #25

14.18 B 1.11

Contractors Initials うく Date 10/07/2019

- b) Replace deteriorated Sheathing Boards where necessary per the sheathing board replacement allowance.
- c) Replace deteriorated facia, facia trim, rake and rake trim boards where necessary.
- Install 1/2" CDX Plywood overlay on roof surfaces if requested by the project d) manager per the plywood overlay allowance.
- Install aluminum dripedge, Ice & Watershield, underlayment, copper valleys and e) New Architectural Style Asphalt Shingles.
- Repoint or Reconstruct the Stone Masonry Chimneys on the following Buildings: f)
 - Unit III Lodge Pines

Page 1

- 2. Unit IV Lodge Ledges #51
- Provide a 2 year 100% Performance and Payment Bond to guarantee all work g) performed under this contract.
- Provide 2 Years Installers Warranty at the completion of the job. h)
- Provide 50 Year Asphalt Shingle Manufacturers Warranties at the Completion of the i)
- Provide Shingle Manufacturers Wind Warranty 110 mph at the completion of the j)

EXHIBIT B

Contract Price

Total contract shall not exceed \$119,333.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by the Public Works Project Manager.

This contract shall commence upon approval with a completion date of June 30, 2020.

EXHIBIT C

There are no additional provisions on this contract.

· Garage east

The state of the s

Contractors Initials July Date 14/0 7/2 019

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: 0004601248



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of October A.D. 2019.

William M. Gardner

Secretary of State

Limited Partnership or LLC Certification of Authority

I, Jeff(ey Kelley, hereby certify that I am a Partner, Member or Manager
of Solid Roots Construction 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: 10/07/2019 ATTEST: Managing Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2019 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(les) 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). CONTACT Alison Richards PRODUCER PHÓNE (603) 432-6414 (603) 432-3852 Financial Insurance Services Inc. IA/C No Ext): PO Box 950 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC I NH 03038 Ohio Security Insurance Company 24082 Derry INSURER A: INSURED INSURER B : Solid Roots Construction, LLC INSURER C : 159 S Main Street INSURER D INSURER E : NH 03102 Manchester INSURER F 19-20 **CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP ADDLISUBRI TYPE OF INSURANCE POLICY NUMBER INSD WYD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 500,000 CLAIMS-MADE X OCCUR PREMISES (Ee occurrence) 15,000 MED EXP (Any one person 1,000,000 03/19/2019 03/19/2020 BKS58675784 A PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 POLICY M PRO-PRODUCTS - COMP/OP AGG 100,000 EPL OTHER: COMBINED SINGLE LIMIT (Ea socident) \$ 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO 03/19/2020 BODILY INJURY (Per accident) \$ OWNED SCHEDULED BAS58875784 03/19/2019 AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY \$ AUTOS ONLY BACEE UMBRELLA LIAB **EACH OCCURRENCE** OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE RETENTION \$ DED WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandetory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT LIMIT \$85,000 LEASED/RENTED EQUIPMENT 03/19/2019 03/19/2020 **DEDUCTIBLE** \$1,000 BKS58675784 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be effected if more space is required) Project #CAP-2004 Job: Roofing Replacements, Bear Hill Area, Bear Brook State Park, Allenstown, NH CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of NH, Dept of Natural&Cultural Resources, Div of Parks&Rec, Planning & Development Section AUTHORIZED REPRESENTATIVE 20 Park Street NH 03301 Concord



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/09/2019

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

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). CONTACT Stonehenge Insurance Stonehenge Insurance Solutions, Inc. PHONE FAX (A/C, No): 250 Tequesta Drive (A/C. No. Est): Suite 308 E-MAIL ADDRESS: certs@stonehengeis.com Tequesta, FL 33469 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A :Riverport Insuranço Company 38884 INSURED SOLID ROOTS CONSTRUCTION, LLC INSURER B : C/O SURGE RESOURCES INSURER C : 300 HANOVER STREET INSURER D : MANCHESTER, NH 03104 INSURER F INSURER F : **COVERAGES CERTIFICATE NUMBER: PLLZX5G6 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITE COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE Loccus PREMISES (En occurrence) 1 MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENT, AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT PRODUCTS - COMP/OP AGG \$ OTHER OMBINED SINGLE LUMIT AUTOMOBILE LIABILITY (Es accident) ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY HIRED SCHEDULED **BOOILY INJURY (Per accident)** AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY AUTOS ONL UMBRELLA LIAS EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE \$ DED RETENTION \$ NHARP302386 WORKERS COMPENSATION 12/22/2018 12/22/2019 OTH ER X PER AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) E.L. EACH ACCIDENT \$ N/A NIA 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is extended to leased employees but not subcontractors of: Solid Roots Construction, LLC. State of NH: Roofing replacements-Bear Hill Area, Bear Brook State Park Allenstown, NH Project #CAP-2004.

CERTIFICATE HOLDER	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.
State of NH-Dept of Natural and Cultural Resources- Division of Parks and Recreation, Planning and Development Section. 172 Pembroke Road Concord, NH 03301	AUTHORIZED REPRESENTATIVE