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State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

December 18, 2017

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

*Retroactive / sole source*

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a **retroactive sole source** contract with Boston Chimney and Tower Co., LLC (vc# 284173) Peabody, MA, for a total price not to exceed \$80,132 for partial demolition and repairs to the former Concord Steam Chimney. Effective upon Governor and Executive Council approval from December 13, 2017 through January 10, 2018. **100% General Funds.**

Funding is available in account titled Department of Administrative Services as follows:

01-14-14-141510-69370000	Heating-State Owned Bldgs.	<b><u>SFY18</u></b>
103-500736	– Contracts for OP Services	<b>\$80,132.00</b>

**EXPLANATION**

The State owns the steam plant and chimney that was formerly utilized by Concord Steam to generate steam for several customers including 26 state owned buildings in Concord. Concord Steam ceased operations on May 31, 2017. Administrative Services has the responsibility to maintain the existing plant and chimney. Last week it was confirmed that the structural integrity of the chimney is compromised and that we need to remove approximately 34' of bricks to stabilize the chimney. In addition to removing the brick, the contractor will also remove two 360 degree platforms, antennas and other related transmission and air testing equipment. The contractor will also cap the remaining chimney and restore the lightning protection.

The contract request is **retroactive** because the structural integrity of the chimney is compromised and requires immediate corrective action to eliminate the life/safety hazard. Boston Chimney and Tower Co, LLC, was selected **sole source** because they have been performing inspections and repairing the chimney in the past and are very familiar with the chimney.

The Department of Administrative Services requests approval of this contract.

Respectfully submitted,

Charles M. Arlinghaus  
Commissioner

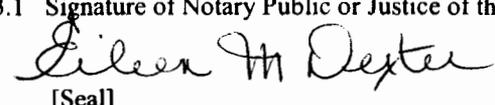
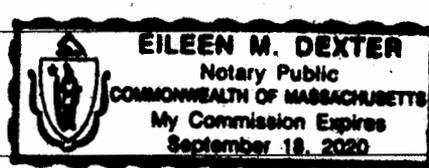
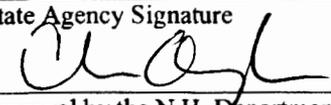
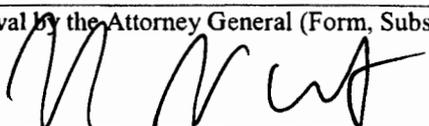
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name <b>Boston Chimney &amp; Tower Co., LLC</b>		1.4 Contractor Address <b>24 Rear Caller Street (PO Box 272)</b> <b>Peabody, MA 01960</b>	
1.5 Contractor Phone Number <b>978-531-6006</b>	1.6 Account Number 010-014-014-141510- 63970000 <b>69370000</b>	1.7 Completion Date 1/10/2018	1.8 Price Limitation \$80,132.00
1.9 Contracting Officer for State Agency Michael P. Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>John O. Hansen, Manager</b>	
1.13 Acknowledgement: State of <b>MA</b> , County of <b>Essex</b>  On <b>Dec. 8th, 2017</b> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <b>Eileen M. Dexter, Notary Public</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>Charles M. Artinghaus, Commissioner</b> <b>Dept. of Administrative Services</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <b>12/19/17</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials   
Date 12/12/17

**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 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 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 \$1,000,000 per 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.

The block contains a handwritten signature in black ink, which appears to be 'J.A.', written over a date '12/21/17'. The signature is written in a cursive style.

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.

  
12/12/17

## EXHIBIT A

### SCOPE OF SERVICES

1. The Contractor shall provide "Chimney Demolition and Repair Services", for a brick chimney located at 105 ½ Pleasant Street, Concord, NH.
2. The term "Chimney Demolition and Repair Services", as used above shall include providing all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time as described herein.
3. The term of this contract shall begin on December 13, 2017 and end on January 10, 2018.
4. The "Chimney Demolition and Repair Services" shall include the following at a minimum:

Removal of the top 34' of radial brick chimney. The Contractor shall also remove two 360 degree platforms and any equipment attached to the platforms including antennas, microwave, environmental testing devices and all other transmitting equipment as needed to remove the top 34' of the chimney. The bricks that are removed from the top of the chimney shall be placed in the base of the chimney. The Contractor shall restore the lightning protection system to comply with NFPA standards for high rise industrial chimneys and provide and install a new steel chimney cap. The Contractor shall take samples of the soot from the chimney and provide a full TCLP analysis to the State as well.

5. The Contractor shall in performing the services as described herein utilize skilled technicians that are properly trained and qualified to make the necessary chimney demolition and repairs.
6. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore.
7. The Contractor shall conduct their work so as to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
8. The Contractor shall, at all times, safely guard the State's property and persons from injury or loss in connection with this Agreement. The Contractor shall, at all times, safely guard and protect their own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by federal, state or municipal laws and regulations must be provided and maintained.

9. The Contractor shall place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
10. It is a condition of this Agreement, and shall be made a condition of each subcontract entered into pursuant to the Agreement, that the Contractor, any subcontractors, or independent contractors shall not require any laborer or mechanic employed in the performance of the Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to the laborer's health or safety as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health Regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of the Title 29 of the Code of Federal Regulations, as may be revised from time to time. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.
11. The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.
12. If any abnormal condition is encountered or exposed that indicates the presence of any hazardous material or toxic waste, construction operations shall be immediately suspended in the area and the Contract Administrator notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the project unless otherwise directed.
13. Nothing contained in this Agreement shall be construed as creating any contractual relationship between any subcontractor and the State.
14. The Contractor shall be as fully responsible for the acts and omissions of any subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
15. The Contractor shall, without additional expense to the State, utilize the services of specialty subcontractors as required to complete the work.
16. The Contract Administrator will not undertake efforts to settle or resolve any difference between the Contractor and subcontractors or between subcontractors.
17. In case of any emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act as the situation may warrant. He/she shall notify the Contract Administrator thereof immediately thereafter. Any compensation

claimed by the Contractor together with substantiating documents in regard to expense, shall be submitted to the Contract Administrator and the amount of compensation shall be determined by agreement.

18. In the event the State learns of an emergency that threatens loss or injury of property, and/or safety of life, the State shall notify the Contractor using the contact information provided by the Contractor. The State may, but shall have no duty to take reasonable steps to mitigate the damage or loss to the Contractor. In either event, the State shall have no duty to undertake any specific acts and shall have no liability for actions or inactions taken absent gross negligence.
19. If the Contractor and any of his/her subcontractors or employees causes loss or damage to any separate contractor or subcontractor on the work, the Contractor or subcontractor agrees to settle with such separate contractor or subcontractor by agreement, if he/she will so settle. If such separate Contractor or subcontractor sues the State because of any loss so sustained, the Contract Administrator shall notify the Contractor and /or their subcontractors, who shall indemnify and hold harmless the State against any expenses or judgement arising therefrom.
20. The Contractor shall obtain and pay for all construction licenses, permits, fees and charges as may be required by law for demolition and repairs to the chimney.
21. In accordance with PER "Saf-C 8100 State Building Permit System", the Contractor shall obtain a building permit from the office of the State of NH Fire Marshal. The completed form and payment for fees shall be submitted to the Office of the State Fire Marshal by the Contractor. Fees of any re-inspections shall be paid by the Contractor. Immediately upon receipt of permits from the Office of the NH Fire Marshal, the Contractor shall transmit copies to the Contract Administrator and post a copy of the permit in a conspicuous location.
22. The State shall provide reasonable means of access to the facility and areas of work.
23. All Contractor correspondence and submittals shall be sent to:  
Michael Connor, Administrator  
Department of Administrative Services  
25 Capitol Street, Room 212  
Concord, NH 03301

## **Exhibit "B"**

### **Payment Terms**

1. The Contractor hereby agrees to provide "Chimney Demolition and Repair Services", in complete compliance with the terms and conditions specified in Exhibit A for a not to exceed a price of \$69,680.
2. In addition to the amount listed above, a stipulated sum/price of \$10,452 is established as an allowance for use upon the Contract Administrator's instruction. This allowance will make money available for modifications and /or additions to the contract items as described in Exhibit A due to owner-initiated changes, or for unknown, latent or differing existing conditions that are encountered by construction.
3. Contractors cost for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in any change order authorizing expenditure of funds from this allowance.
4. Funds will be drawn from an allowance by change order. Contractor can proceed with change order work against the allowance with direction from the Contract Administrator. The Contractor shall not proceed with any work that will exceed the amount of allowance remaining.
5. Notwithstanding the Contractor's objection, the Contract Administrator may at any time reduce the funds remaining in the allowance.
6. At final payment of the Agreement, funds remaining in the allowance will be credited to the State.
7. In no event shall payments due to the Contractor exceed section 1.8, Price Limitation.
8. Payment(s) shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payment shall be made by means of a check mailed to the address Paragraph 1.4 of this contract.

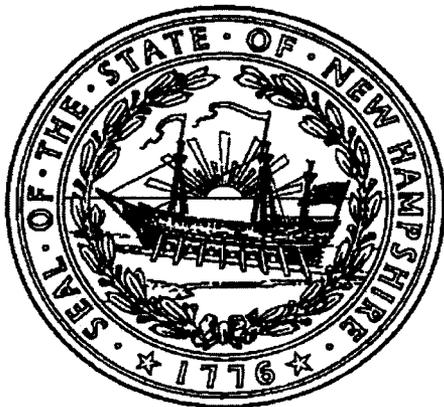
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON CHIMNEY & TOWER CO., LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on August 23, 2006. 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: 563115



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of December A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF AUTHORITY

December 12, 2017

I, John O.Hansen, Manager of Boston Chimney & Tower Co., LLC, hereby certify that by unanimous vote of the Members of Boston Chimney & Tower Co., LLC at a meeting duly called and held at the offices of the Company on the 12th day of December 2017 at which 100% of the Members were present and acting, it was voted that John O. Hansen, Manager of the Company, be and hereby is authorized to execute and deliver for and on behalf of the company a Contract with the State of New Hampshire, for work to be done at Chimney located at 105 1/2 Pleasant Street in Concord, NH.

I further certify that John O. Hansen is duly qualified and acting Manager of the Company and that said vote has not been repealed, rescinded, or amended.

**A true copy of record,**

ATTEST:



On this 12<sup>th</sup> day of December 2017, before me, the undersigned Notary Public, personally appeared Jake Hansen, duly designated by vote of the Members of the Company and proved to me, through satisfactory evidence of identification of a valid Massachusetts Driver's License, and signed this document at his free act and deed, and that of the Company, by which he is duly authorized.

  
Eileen M. Dexter, Notary Public

