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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2214 Fax: 271-6488 www.nhdfl.org

March 2, 2016

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (Department), Division of Forest and Lands, to enter into a **RETROACTIVE** amendment with Project Resources Group, LLC (VC #153524), Frankestown, NH by increasing the contract amount by \$19,425 from \$217,867 to \$237,292 and by extending the completion date to December 13, 2015 from the original completion date of November 13, 2015 for additional unforeseen construction services needed for completion of Phase I of the Airlift Accessible State Fire Tower Upgrades. The original contract for Phase 1 upgrades was approved by Governor and Executive Council on May 6, 2015, Item #47. 100% Capital Funds

Funding is available as follows:

03-35-35-350030-52850000	<b><u>FY 2016</u></b>
15-220:1-XIII-B - Fire Tower Repairs	\$19,425
034-500162-35B320AB Capital Projects	

**EXPLANATION**

This amendment is retroactive due to unforeseen issues with the integrity of the granite ledge discovered during construction. In May 2015, the Governor and Executive Council (G&C) approved a contract with Project Resources Group, LLC (PRG) for repair of the Green Mountain Fire Tower in Effingham, NH. This was Phase 1 of a 2-phase project to repair 3 fire towers, i.e. Green Mountain, Kearsarge Mountain, and Pawtuckaway Mountain, all requiring airlift transport to mobilize for construction. The specific work for Green Mountain's fire tower included replacing the concrete footings under the four steel legs of the tower. During demolition of the old footings, it soon became apparent that the granite ledge on which the new footings were to bear was badly deteriorated. With the contractor already on-site and mobilized to perform this work, the Department gave authorization to chip away at the ledge until a sound bearing surface was reached. This resulted in more material having to be removed than originally anticipated due to the ledge having to be cut away to a depth of three to four feet below the original grade at each footing. The Department believed this work was essential to completing the overall repair of the fire tower. Without having sound footings, the structural integrity of the tower could not be guaranteed. However, at that time the determination of how long this additional work would take or how much extra cost was involved could not be made until the work was completed. Once the footing work was completed, an amendment for the work (in the amount of \$19,425) and a 1-month project completion date extension was processed internally. The amendment was further delayed when the Department received notification that a lawsuit had been filed against PRG by a subcontractor which included the State in the suit. Therefore, upon the advice of the Attorney General's Office, the amendment and/or any additional payments to be made to the contractor were held until this lawsuit involving the State was cleared. The suit has since been dismissed and therefore we

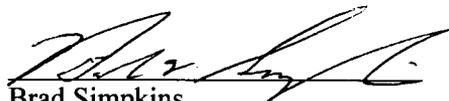
are now pursuing retroactive approval of this amendment. It should be noted that even with the additional cost of \$19,425, the bid submitted by PRG is still \$135,837 less than the next lowest bidder.

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

Respectfully submitted,

Concurred,

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Brad Simpkins  
Director



Jeffrey J. Rose  
Commissioner

## Amendment of P-37 Contract Agreement

The Department of Resources and Economic Development and Project Resources Group, LLC hereby mutually agree to amend the contract for Phase I of Airlift Accessible State Fire Tower Upgrades, originally approved by the Governor and Executive Council on May 6, 2015, Item #47, with a completion date of November 13, 2015, as follows:

1. Amend Exhibit A, Summary of the Work, to include additional cutting of ledge required to provide sound footings for the Green Mountain Fire Tower;
2. Amend Exhibit B, Terms of Payment, by increasing the contract price by \$19,425 from \$217,867 to \$237,292;
3. Amend Item 1.7 Completion Date, by extending the completion date to December 13, 2015 from the original completion date of November 13, 2015;
4. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Project Resources Group, LLC

  
\_\_\_\_\_  
John F. Pietroniro, President

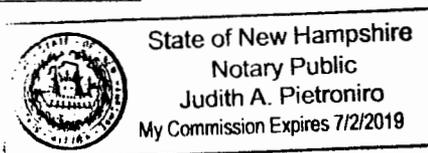
11 NOV 2015  
\_\_\_\_\_  
Date

STATE OF  
COUNTY OF

On this the 11 day of November, before me Judith A. Pietroniro, the undersigned officer, personally appeared John F. Pietroniro, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Judith A. Pietroniro  
\_\_\_\_\_  
Notary Public

My Commission Expires:



**Department of Resources and Economic Development**

  
\_\_\_\_\_  
Jeffrey J. Rose, Commissioner

12/7/15  
\_\_\_\_\_  
Date



Approved as to form, substance and execution:

Joseph M. Gagliardi  
Attorney ~~XXXX~~, Office of the Attorney General

12/11/2015  
Date

Retrospective Amendment for Project Resources Group LLC

# 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 Project Resource Group, LLC is a New Hampshire limited liability company formed on August 22, 2008. 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 3<sup>rd</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# Project Resource Group, LLC

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sustainable building solutions

TO: State of NH  
Department of Administration Services  
7 Hazen Drive  
Concord, NH 03302-0483

November 11, 2015

REF: Air Lift Accessible Fire Tower Repairs CAP 1471

SUB: LLC Signing Authority

Project Resource Group, LLC, is comprised of two members, Judith A. Pietroniro and John F. Pietroniro.

I, Judith A. Pietroniro, Managing Member of Project Resource Group LLC, hereby give John F. Pietroniro, President of Project Resource Group LLC, permission to sign all relating documents relating to the above referenced project.

This authority has not been appealed or amended as of November 11, 2015.

A handwritten signature in cursive script that reads "Judith A. Pietroniro".

Judith A. Pietroniro  
Managing Member



# Project Resource Group, LLC

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sustainable building solutions

TO: State of New Hampshire  
Department of Administration Services  
7 Hazen Drive  
Concord, NH 03302-0483

November 11, 2015

REF: Air Lift Accessible Fire Tower Repairs CAP1471

SUB: LLC Signing Authority

Project Resource Group, LLC, is comprised of two members, Judith A. Pietroniro and John F. Pietroniro.

I, John F. Pietroniro, President of Project Resource Group LLC, hereby give Judith A. Pietroniro, Managing Member of Project Resource Group LLC, permission to sign all relating documents relating to the above referenced project.

This authority has not been appealed or amended as of November 11, 2015.

A handwritten signature in black ink, appearing to read 'John F. Pietroniro', with a long horizontal flourish extending to the right.

John F. Pietroniro  
President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2015

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 Infantine Insurance P. O. Box 5125  Manchester NH 03108	CONTACT NAME: Annette Kowalczyk, CIC PHONE (A/C, No, Ext): (800)937-0704 E-MAIL ADDRESS: Annette@infantine.com FAX (A/C, No): (603)669-6831
INSURED Project Resource Group LLC PO Box 43 Francestown NH 03043	INSURER(S) AFFORDING COVERAGE INSURER A Fireman's Ins. Co. of Washington INSURER B Acadia Insurance Group, LLC INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES** CERTIFICATE NUMBER: 15-16 Master REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA026891717	9/8/2015	9/8/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Expansion Endorsement \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPA026891717	9/8/2015	9/8/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA029692417	9/8/2015	9/8/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	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	N/A	3.A. NH WPA515391111	5/6/2015	5/6/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Phase I of Air Lift Accessible Fire Tower Repairs - Green Mountain State Park  
 Effingham, NH. The State of New Hampshire, Department of Resource and Economic Development is included as additional insured on the General Liability policy when required by written contract.

<b>CERTIFICATE HOLDER</b>  The State of NH Department of Resource and Economic Development 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	<b>CANCELLATION</b>  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 Charles Hamlin/AK1
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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION OF FORESTS AND LANDS

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214  
 FAX: 603-271-6488  
 www.nhdf.org

April 7, 2015

Her Excellency, Governor Margaret Wood Hassan  
 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 Resources and Economic Development, Division of Forests and Lands, to enter into a contract with Project Resource Group, LLC (VC #153524), Frankestown, NH in the amount of \$217,867 for Phase 1 of Airlift Accessible State Fire Tower Upgrades effective upon Governor and Council approval through November 13, 2015. 100% Capital Funds

Funding is available in account titled, 13-195:XIII-F - Fire Tower Repairs, as follows:

	<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-350030-79720000-500162-35B320AB Capital Projects	\$108,933	\$108,934

**EXPLANATION**

This contract is to repair the Green Mountain Fire Tower in Effingham, NH. It is Phase 1 of a 2-phase project to repair 3 fire towers, i.e. Green Mountain, Kearsarge Mountain, and Pawtuckaway Mountain, all requiring airlift transport to mobilize for construction. The work includes replacement of the tower cab, reinforcement of the tower structural steel, foundation replacement, new stair treads and guard rails, and painting of the tower steelwork.

In December of 2014, an invitation to submit bids for "Airlift Accessible State Fire Tower Upgrades" was advertised on the Department of Administrative Services' website and also on 5 construction industry websites. A mandatory on-site pre-bid meeting was held on December 16, 2014 at the Warner Hill Fire Tower at which 15 general contractors and 1 sub-contractor were present. Bids closed on February 26, 2015 at a public bid opening at DRED's offices in Concord. Four (4) bids were received and Project Resource Group, LLC was selected as the low-bid contractor for the 2-phase project. The Phase 1 contract will cover the repair of the Green Mountain Fire Tower. A second phase contract, contingent upon receipt of additional capital funding, will cover repair of the remaining 2 towers.

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

Respectfully submitted,

Jeffrey J. Rose  
 Commissioner



**Department of Resources and Economic Development**  
**Bid Summary**  
**Fire Tower Projects (CAP1471)**

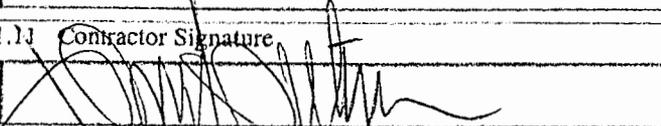
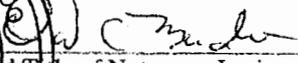
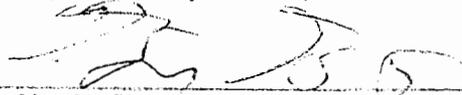
Bid Placement	Company	Total Bid Presented
1	Project Resource Group, LLC	\$529,942
2	Tbuck Construction	\$921,809
3	Green Mountain Communications	\$984,898
4	JP MacDonald Service	Incomplete

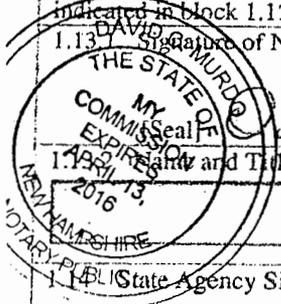
Subject: Air Lift Accessible Fire Tower Repairs CAP1471 FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301-1856	
1.3 Contractor Name Project Resource Group, LLC		1.4 Contractor Address PO Box 43, Frankestown, NH 03043	
1.5 Contractor Phone Number 603-831-5060	1.6 Account Number 30-79720000-500162	1.7 Completion Date November 13, 2015	1.8 Price Limitation \$217,867.00
1.9 Contracting Officer for State Agency A.J. Dupere, Urban Forester		1.10 State Agency Telephone Number 603-271-2606	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOHN F. PIETRODINO, PRESIDENT	
1.13 Acknowledgement, State of <input type="text"/> County of <input type="text"/> <input type="text"/> , 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 Signature of Notary Public or Justice of the Peace  State of <u>NH</u> Merrimack County			
1.13 Title and Title of Notary or Justice of the Peace <input type="text"/>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On: <input type="text"/>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/15/15</u>			
1.18 Approval by the Governor and Executive Council By: <input type="text"/> On: <input type="text"/>			



**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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.

Contractor Initials

Date

3/20/2015

**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

Contractor Initials

Date

*[Signature]*  
3/20/2015

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**DIVISION OF FORESTS and LANDS**  
**Air Lift Accessible Fire Tower Repairs**

**CAP1471**

**EXHIBIT A**

**SUMMARY OF THE WORK:** This project consists of the repair of three fire towers that require an air lift for construction access. The scope of work at each tower includes: full cab replacement, new handrails and guardrails, concrete landing at grade and concrete footing repair, structural steel repair, stair treads and landing deck replacement, guy cable improvements, and painting of the tower steel all as shown and described in the plans and specifications entitled "Air Lift Accessible State Fire Tower Upgrades," Project No. CAP 1471, dated January 26, 2015.

This contract is for phase one of the project which consists of the repairs to the Green Mountain fire tower in Effingham. A second phase of the project, contingent on receipt of additional capital funding, will be done under separate contract and will cover repairs to the towers at Mt. Kearsarge and Mt. Pawtuckaway.

**EXHIBIT B**

Payments shall be made monthly in proportion to the work completed and upon receipt of an itemized invoice. The total contract shall not exceed \$ 217,867

**EXHIBIT C**

There are no additional provisions on 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 Project Resource Group, LLC is a New Hampshire limited liability company formed on August 22, 2008. 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 3<sup>rd</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# Project Resource Group, LLC

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sustainable building solutions

TO: State of NH  
Department of Administration Services  
7 Hazen Drive  
Concord, NH 03302-0483

March 20, 2015

REF: Air Lift Accessible Fire Tower Repairs CAP 1471

SUB: LLC Signing Authority

Project Resource Group, LLC, is comprised of two members, Judith A. Pietroniro and John F. Pietroniro.

I, Judith A. Pietroniro, Managing Member of Project Resource Group LLC, hereby give John F. Pietroniro, President of Project Resource Group LLC, permission to sign all relating documents relating to the above referenced project.

This authority has not been appealed or amended as of March 20, 2015, the date the contract was signed for this project.

A handwritten signature in cursive script that reads "Judith A. Pietroniro".

Judith A. Pietroniro  
Managing Member

**Limited Partnership or LLC Certification of Authority**

I, Judith A. Pietroniro, hereby certify that I am a Partner, Member or Manager  
(Name)

of Project Resume Group, 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: 3-20-2015

ATTEST: Judith A. Pietroniro  
(Name and Title) Managing Member



# Project Resource Group, LLC

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sustainable building solutions

TO: State of New Hampshire  
Department of Administration Services  
7 Hazen Drive  
Concord, NH 03302-0483

March 20, 2015

REF: Air Lift Accessible Fire Tower Repairs CAP1471

SUB: LLC Signing Authority

Project Resource Group, LLC, is comprised of two members, Judith A. Pietroniro and John F. Pietroniro.

I, John F. Pietroniro, President of Project Resource Group LLC, hereby give Judith A. Pietroniro, Managing Member of Project Resource Group LLC, permission to sign all relating documents relating to the above referenced project.

This authority has not been appealed or amended as of March 20, 2015, the date the contract was signed for this project.

A handwritten signature in black ink, appearing to read 'John F. Pietroniro', with a long, sweeping horizontal line extending to the right.

John F. Pietroniro  
President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2015

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 Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Annette Kowalczyk PHONE (A/C, No. Ext): (603) 669-0704 E-MAIL ADDRESS: annette@infantine.com FAX (A/C, No): (603) 669-6831
INSURED Project Resource Group LLC PO Box 43 Francestown NH 03043	INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins Co of Washington 21784 INSURER B: Acadia Insurance Co. 31325 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: 2014-2015 Master REVISION NUMBER:

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

VS#	TR	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			CPA026891716	9/8/2014	9/8/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	A	MOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPA026891716	9/8/2014	9/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUA029692416	9/8/2014	9/8/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 0						
	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WPA515391110	5/6/2014	5/6/2015	<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)

<b>CERTIFICATE HOLDER</b> Department of Resources and Economic Development 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	<b>CANCELLATION</b> 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 Paul Sullivan/BKP <i>Paul Sullivan</i>
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ACORD 25 (2010/05)

025 (201005) 01

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