

53
mac



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

August 28, 2015

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

REQUESTED ACTION

1. Pursuant to RSA 21-I:80, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites (Bureau) to amend a **SOLE SOURCE** contract with Lionel Cloutier Construction d/b/a LM Cloutier Construction (VC #261858), Groveton, NH, by a) increasing the contract amount by \$120,000 from \$80,000 to \$200,000; and b) extending the contract completion date to June 30, 2016 from the original contract completion date of September 30, 2015 for additional repairs to the terraces, buildings, and fire tower at Weeks State Park upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on October 1, 2014, Item #31A. **100% Conservation Plate Funds (Agency Income)**
2. Further authorize a contingency in the amount of \$10,000 to cover any unforeseen issues that may arise, which is not covered under the amended scope of services, once the work is underway. **100% Conservation Plate Funds (Agency Income)**

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget.

	<u>FY 2016</u>
03-35-35-350010-34050000	
Conservation Plate Funds	
048-500226 Contractual Maintenance B&G	\$130,000

EXPLANATION

The Weeks Estate, located atop Mt. Prospect in Lancaster, has seen little capital maintenance or stewardship since 1964. This neglect has led to the deterioration of the buildings and surrounding grounds which in turn has created safety issues for thousands of our seasonal visitors. In October of 2014, the Governor and Executive Council approved a sole source contract with LM Cloutier Construction for emergency carpentry repairs and painting of "The Lodge." This was a decision made after the Department put the project out to public bid on two prior occasions. The first bid request resulted in no bids and the second resulted in only two bids that had to be disqualified due to prices that exceeded budget. In response the Department reached out to the Lancaster Community for a recommendation. Mr. Cloutier has a long history of working on restoration projects, is well known in this community for his quality of work, and was available to perform the work in the timeframe and within the budget desired. Therefore, the Department found him to be the best choice for a sole source contract.

We are now at the end of the original contract, and whereas Mr. Cloutier has performed the restoration work excellently, the Department wishes to amend Mr. Cloutier's sole source contract in order to continue with the momentum for improvements that are very much needed at The Weeks Estate. The additional work will

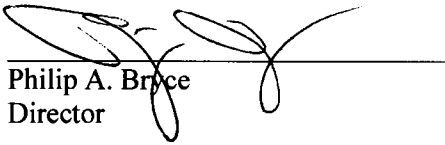
continue the repairs and repointing of the existing west and south stone terraces, removal and relaying of the brick terrace floor, and restoration of failed areas of exterior three coat wall stucco as well as emergency structural repairs to the cab of one of New Hampshire's most iconic and historic fire towers which is currently being held together with bracing. A contingency has been built into the contract amendment price as well to cover any unforeseen issues or problems that may arise while the work is underway.

A recent letter from the descendants of the Weeks family who are in support of Mr. Cloutier's continued efforts is attached for review. The family is very pleased with the work performed and the State's stewardship of the site. Thank you for your consideration of this sole source amendment.

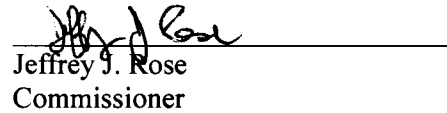
The Attorney General's Office has reviewed and approved this contract amendment as to form, substance, and execution.

Respectfully submitted,

Concurred,



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner


Amendment of P-37 Contract Agreement

The Department of Resources and Economic Development and LM Cloutier Construction hereby mutually agree to amend the contract for emergency repairs and painting for "The Lodge" at Weeks State Park, originally approved by the Governor and Executive Council on October 1, 2014, Item #31A, with a completion date of September 30, 2015, as follows:

1. Amend Exhibit A, Scope of Services, to include:
 - a. Repair and repointing of the existing west and south stone terraces, removal and relaying of the brick terrace floor, and the restoration of failed areas of exterior three coat wall stucco; and
 - b. Emergency structural repairs to the wooden fire tower cab.
2. Amend Exhibit B, Terms of Payment, by increasing the contract price by \$130,000 from \$80,000 to \$210,000 (increase includes \$10,000 Contingency for Unforeseen Repair and Restoration);
3. Amend Item 1.7 Completion Date, by extending the completion date to June 30, 2016 from the original completion date of September 30, 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.

LM Cloutier Construction



Lionel M. Cloutier, Principal

8/20/15

Date

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 20th day of August 2015, before me Leanne M. Lavoie, the undersigned officer, personally appeared Lionel M. Cloutier, 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:



Notary Public

My Commission Expires:

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

Department of Resources and Economic Development

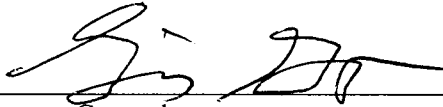


Jeffrey J. Rose, Commissioner

9/2/15

Date

Approved as to form, substance and execution:



Attorney General

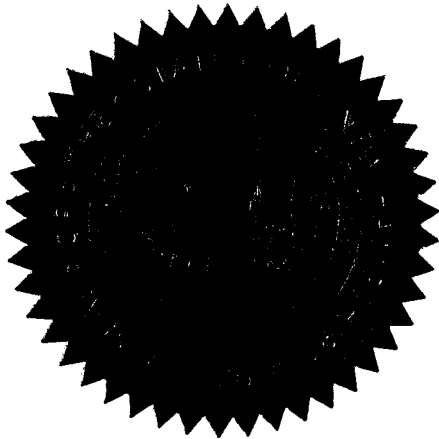
9/3/15

Date

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 L.M. Cloutier Construction is a New Hampshire trade name registered on January 6, 2014 and that Lionel Cloutier presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of August, A.D. 2015

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

William M. Gardner
Secretary of State

Sole Proprietor Certification of Authority

I, Lionel Cloutier, hereby certify that I am the Sole Proprietor
(Name)

of LM Cloutier Construction which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business.

DATED: August 20 2015

ATTEST: Lionel Cloutier Owner
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2015

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 Marshall Insurance Agency 92 Main Street Lancaster, NH 03584	CONTACT NAME:	
	PHONE (A/C, No, Ext):	603-788-4657
	FAX (A/C, No):	603-788-3504
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Lionel M Cloutier LM Cloutier Construction 748 Hurlbut Hill Lane Waterford, VT 05819	INSURER A:	MAINE MUTUAL GROUP
	INSURER B:	Travelers Ins Co.
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADJ	SUBR	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	XX		SC10985222	06/29/2015	06/29/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KA10985222	06/29/2015	06/29/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB2E73023915	02/20/2015	02/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)
CONTRACTOR, SCHEDULED VEHICLES. DRED LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY

CERTIFICATE HOLDER DRED ADDITIONAL INSURED LEANNE LAVOIE 172 PEMBROKE RD CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lynette Westcott</i>
---	--

Robert S Bast

191 WINDROW LA. HINESBURG, VERMONT 05461
802.363.0871 m 802.482.2804 h

bast@madriver.com

August 31, 2015

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

RE: Contract Amendment for work being done on Weeks State Park, Lancaster,
NH

Dear Governor Hassan and Honorable Executive Council,

I write on behalf of the Weeks family, as a great grandson of John W Weeks. Sinclair Weeks, my grandfather, and Katherine Davidge, my great aunt, gave Mt Prospect to the State of New Hampshire in 1941 as a memorial to Senator Weeks, and as a celebration of the Weeks Act. He has been cited as a father of the White Mts National Forest.

The Bureau of Historic Sites is requesting an extension of the existing contract for repairs with Lionel Cloutier Construction. I wish to express strong support for this extension.

The work done to date has been exacting, detailed, of high quality, and is ongoing. We are very pleased with the quality of work to date. A difficulty is in the time available to work on top of the mountain, which has been more limited in the past year. It is important that work initiated be continued by the existing contractor and his specialized subcontractors, particularly the mason. The "hand" of the craftsperson is important in an historic renovation, and this is certainly true here.

Further, the initiation of the long overdue repairs uncovered, in the process, additional substructure issues somewhat hidden from view. This has contributed to additional time needed for the work.

The region's affection for Mt Prospect has grown over the years. The Weeks State Park Association, a local support group, has a series of programs over the

summer that enhance the use of the park. This year's visitor count should exceed 7,000 for the season. There were 1200 attendees of the program series. Paid attendance is up 110% this year. The park is a destination for visitors year round.

The work centers on the lodge and the tower.

The lodge, on the National Register of Historic Places, houses exhibits and has a great room where many presentations and events take place. It is now in its 102nd year. Ongoing repairs currently include : Windows and frames which were falling out, railing which was rotted and unsafe, patio surface (brick) and subsurface which were badly deteriorated and had random holes which the public could fall on, stone parapets in disrepair, and stucco falling off sufficiently to expose the structure of the wall behind to the weather.

The stone tower, on the Register of historic fire towers, needs significant structural repairs to the observation enclosure, which have been initiated, but also need more time to complete.

All of this represents work which was deferred over time, and which needs to be done correctly if the long term maintenance budget for the buildings is to be predictable.

The Davidge and Weeks families, as well as many residents of the north country have been bewildered and more than dismayed by the long hiatus in repairs up to now, and are strongly supportive of the continuation these repairs, and of the general improvements which are planned. When fully complete, the historic fabric of the mountain top campus will be rejuvenated, and the lodge will have thoughtful implementation of accessibility to all floors.

It is hoped at that point, that you and the Council, or other state bodies, could choose to hold meetings on Mt Prospect, and enjoy this inspiring place, one of New Hampshire's quiet gems.

I appreciate the opportunity to contribute to your discussion of this matter.

Sincerely,



Robert Sinclair Bast

CC Director Wilson, BHS
Commissioner Rose, DRED

11/20/14 # 31A 16/1/14



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

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

September 17, 2014

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, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites (Bureau) to enter into a **SOLE SOURCE** contract with Lionel Cloutier Construction d/b/a LM Cloutier Construction (VC #261858), Groveton, NH, in the amount of \$80,000 for emergency carpentry repairs and painting for "The Lodge" at Weeks State Park upon Governor and Executive Council approval through September 30, 2015. 100% Agency Income (Conservation Plate Funds)

Funding is available in account titled, Conservation Plate Funds, as follows and pending budget approval for Fiscal Year 2016:

		<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-350010-34050000-048-500226	Contractual Maintenance B&G	\$70,000	\$10,000

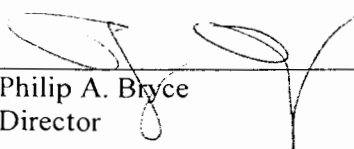
EXPLANATION


The Weeks Estate, located atop Mt. Prospect in Lancaster, has seen little capital maintenance or stewardship since 1964. The main house, also known as "The Lodge" is a stone, brick and stucco arts and crafts building that has suffered tremendously due to its difficult environment. This has not only placed the building at risk, but has created safety issues for thousands of seasonal visitors. The Bureau has developed a phased restoration plan and over the last three years has put the project out to public bid on two occasions. The first bid attempt resulted in no bids and the second resulted in only two bids that had to be disqualified due to price. It is now absolutely necessary that we repair the most vulnerable, deteriorated parts of the building. The Bureau has sought a proposal from Mr. Cloutier who frequently works on restoration projects locally and who is willing to make time in his schedule to complete the needed work. Therefore, the Department is respectfully requesting sole source approval of a contract with Mr. Cloutier. In addition to the contract, the Department has included letters from descendants of the Weeks-Davidge family whom support this effort. Thank you for your consideration.

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

Respectfully submitted,

Concurred,


Philip A. Bryce
Director

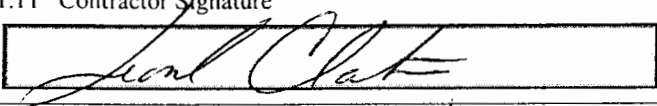
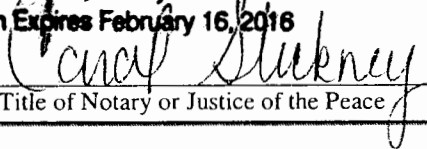

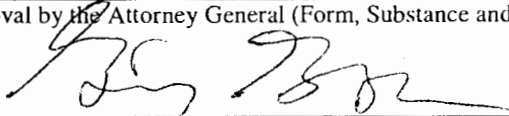

Jeffrey J. Rose
Commissioner

Subject: Emergency Carpentry Repairs and Painting, Weeks Lodge FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Rd. PO. Box 1856</u>	
1.3 Contractor Name <u>Lionel M. Cloutier; DBA L.M. Cloutier Construction</u>		1.4 Contractor Address <u>748 Hurlbut Hill, Waterford, VT 05819</u>	
1.5 Contractor Phone Number <u>603-344-3707</u>	1.6 Account Number <u>34050000-048-500226</u>	1.7 Completion Date <u>September 30, 2015</u>	1.8 Price Limitation <u>\$80,000.00</u>
1.9 Contracting Officer for State Agency <u>Benjamin H. Wilson</u>		1.10 State Agency Telephone Number <u>603-271-3556</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Lionel Cloutier, Principal</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Cross</u> On <u>8/28/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 CAROL STICKNEY Notary Public, Justice of the Peace My Commission Expires February 16, 2016 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carol Stickney</u>			
1.14 State Agency Signature  <u>Jeffrey J. Rose, Commissioner</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/19/14</u>			
1.18 Approval by the Governor and Executive Council 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, 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.

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.

**Department of Resources and Economic Development
Division of Parks and Recreation
Bureau of Historic Sites
Emergency Repairs to the Weeks Estate Lodge**

EXHIBIT A

Summary of Services:

L.M. Cloutier Construction will adhere to the Secretary of the Interiors Standards for Restoration / Rehabilitation. L.M Cloutier Construction will:

1. Repair all exterior rotten, wooden elements on the lodge saving all salvageable original materials and replacing in-kind when necessary.
2. Repair and restore all window openings, including glass and glazing.
3. Repair the three roof / portico decks and roof coverings.
4. Repair all roof deck / portico railings.
5. Re-build the Kitchen porch steps, restoring third 1st floor fire egress.
6. Back prime, prime paint and finish paint all new wood work to match existing.
7. Stabilize failing stucco on all four façades, in preparation for finish stucco repairs in summer 2015.

EXHIBIT B

Contract shall not exceed \$80,000. Payments will be made by monthly invoice for work completed and inspected.

EXHIBIT C

There are no special or additional provisions to this contract.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that L.M. Cloutier Construction is a New Hampshire trade name registered on January 6, 2014 and that Lionel Cloutier presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of August, A.D. 2014.

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

William M. Gardner
Secretary of State

LM CLOUTIER CONSTRUCTION

26 West Street Groveton, N.H. 03582
(802) 917-4968

I Lionel Cloutier, principal of L.M. Cloutier Construction, can
sign contracts on behalf of the company.



Date Sept 4 2014



CERTIFICATE OF LIABILITY INSURANCE

CLOUL11

OP ID:

DATE (MM/DD/YYYY)

08/13/2014

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 Marshall Insurance Agency 92 Main Street Lancaster, NH 03584 LYNETTE WESTCOTT		CONTACT NAME: PHONE (A/C No., Ext): 603-788-4657 E-MAIL ADDRESS: FAX (A/C, No): 603-788-3504	
INSURED Lionel M Cloutier dba LM Cloutier Construction 748 Hurlbut Hill Lane Waterford, VT 05819		INSURER(S) AFFORDING COVERAGE INSURER A : MAINE MUTUAL GROUP INSURER B : ZURICH INSURANCE CO INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SC10985222	06/29/2014	06/29/2015	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 - COMP/OP AGG \$ 2,000,000
A	TOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KA10985222	06/29/2014	06/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	6ZZUB 2E02913-2-14	02/20/2014	02/20/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CARPENTRY. OWNER LIONEL CLOUTIER IS EXCLUDED ON THE WORKERS COMP POLICY AND COVERAGE IS PROVIDED IN THE STATES OF NH & VT.

CERTIFICATE HOLDER Otth Benjamin Wilson WEEKS STATE PARK 200 WEEKS STATE PARK RD LANCASTER, NH 03584	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

REBECCA WEEKS SHERRILL MORE, Ph.D.
135 Benefit Street
Providence, Rhode Island 02903

September 8, 2014

Her Excellency, Governor Margaret Wood Hassan
The New Hampshire Executive Council
107 N. Main St.
State House, Room 207
Concord, New Hampshire 03301

Dear Governor Hassan and Honorable Executive Councilors,

I am writing in support of a request to the Governor and Council from the Bureau of Historic Sites (BHS/DRED) for approval of an "Emergency Repair Contract" for the 1913 Weeks Lodge at Weeks State Park in Lancaster NH.

As a descendent of John Wingate Weeks and a member of the Weeks-Davidge families who gave Week's Mt. Prospect estate to the State of New Hampshire in 1941, I am deeply concerned about the current condition of the Lodge. The Lodge, listed on The National Register of Historic Places, has been deteriorating for many years. At present, its exterior requires immediate action to prevent further damage to the fabric of the building - and possible risk to visitors to the Park. I hope that both Governor and Executive Council will authorize emergency funds to permit Lionel Cloutier Construction to secure the building immediately before winter sets in on Mt. Prospect.

As you know, the gift by the Weeks-Davidge families to the State was intended both as a memorial to Congressman (later Secretary of War) Weeks's efforts to establish the Eastern National Forest Reserves through the Weeks Act of 1911 and as a site for the display of responsible forestry management for the public. The historic and architecturally significant Arts & Crafts style Lodge and Fire Tower on Mt. Prospect, which hosted Presidents Harding and Eisenhower, is a demonstration to visitors of New Hampshire's crucial role in responsible forestry practice. From the Lodge's fragile 2nd floor, visitors have a 360-degree view of the White Mountain National Forest, soon to celebrate its Centennial in 2018.

The use of the Lodge, the historic Fire Tower and the Park as a whole (hiking trails, heritage botanical colonies, and a local ski area run by volunteers) over the past sixty-three (63) years by the local, regional and state communities, as well as international visitors, over the years has demonstrated the value of the site to the State and the nation. The Park Rangers have developed historically accurate tours for visitors, the volunteer Weeks State Park Association, a local support group, has developed relevant programs that enhance the use of the park, and the park is used year round for recreational activities which bring much-needed income to the region.

Sadly, the recent efforts of the Bureau of Historic Sites did not lead to a successful Repair/Restoration/ Accessibility contract, with the result that Emergency Repairs are now required. The Weeks-Davidge family supports these repairs that will stabilize the structure until more comprehensive repairs/upgrades can be completed. We hope that, in the near future, the Governor and Executive Council will hold meetings on Mt Prospect, to showcase its value to the state, as well as its iconic view of the White Mountains.

Thank you very much for your timely consideration this matter.

Sincerely,



Rebecca Weeks Sherrill More, Ph.D.
Visiting Scholar, Department of History, Brown University
President's Council, Plymouth State University
Outreach Committee, Society for the Protection of New Hampshire Forests
National Council, Strawbery Banke Museum, Portsmouth NH

cc: Commissioner Jeffrey Rose, DRED
Director Benjamin Wilson, BHS (DRED) ✓

John W. Davidge III
Prospect Farm
56 Mount Prospect Road
Lancaster, NH 03584
603 788-2728
JWD@GARTE.COM

5 September 2014

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

Re: Emergency repairs, Weeks State Park, Lancaster, NH.

Dear Governor Hassan and Honorable Executive Council,

I am a great-grandson of John W Weeks. My grandmother co-donated Mount Prospect to the State of New Hampshire as a memorial to Secretary Weeks, to commemorate his public service as business leader, U. S. Congressman and Senator, and Secretary of War, and as a celebration of the Weeks Act, which created our National Forest System.

I write in support of a Governor and Council request from the Bureau of Historic Sites for approval of an emergency repairs contract, the work to be performed by Lionel Cloutier Construction. His integrity, and the quality and efficiency of his work are well known in the community.

The community has embraced the park through the efforts of the Weeks State Park Association. The WSPA has developed meaningful programs that enhance the use of the park and provide educational opportunities involving many local individuals.

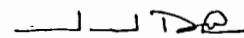
The lodge houses exhibits and has a great room where presentations and events take place. It is on the National Register of Historic Places. It was JWW's summer house, and is a beautifully designed house now in its 101st year. It is in critical need of repairs, serious enough to warrant the status of "emergency". These repairs fall under the rubric of deferred maintenance.

5 September 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council

The repair recommendations have been assembled, and will be presented to you for consideration and approval by the Director of the Bureau of Historic Sites. I and members of the extended Weeks and Davidge families, and many in the local community, are in favor of these repairs, and distraught by the delays in performing required maintenance and allowing this noble landmark to a New Hampshire native son to decline.

Sincerely,



John W. Davidge III

CC Director Wilson, BHS
Commissioner Rose, DRED