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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfil.org

29D

September 19, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands to enter into a **Sole Source** and **Retroactive** amendment to an existing contract with Project Resource Group, LLC (VC#153524), Franconia, NH to renovate the McGreal House at Shieling Forest by increasing the price limitation by \$33,167 from \$586,944 to \$620,111 and by extending the completion date from June 1, 2022 to January 31, 2023 effective upon Governor and Council approval. The original contract was approved by Governor and Council on October 27, 2021, item # 85. 100% Other Funds.

Funding is available in account, Conservation Plate Fund, as follows:

	<u>FY 2023</u>
03-035-035-351010- 34050000-103-502664 – Contracts for Op Services	\$33,167

EXPLANATION

This request is **Sole Source** and **Retroactive** because the original completion date expired before this amendment with a contract extension request was submitted. Uncertainty regarding lead times for critical materials and subcontractor commitments coupled with short staffing led to the failure of both DNCR and Project Resource Group to submit the contract extension request in a timely fashion.

Additional factors contributing to the missed project completion date include the discovery of asbestos containing materials followed by a two-week delay until DNCR could schedule the abatement of those materials, manufacturer's shipping delays on windows and storm windows, and subcontractors' difficulty finding sufficient skilled labor and consequently their renegeing on schedule agreements with Project Resource Group for carrying out portions of the work.

This contract amendment will add the work of unanticipated structural repairs and reinforcing to the scope of work for the McGreal House renovation project. The need for the additional structural work became apparent when existing interior finishes were demolished to facilitate the renovation work. Project Resource Group should be the contractor for this work because their on-going renovation work is closely interwoven with the structural repairs.

Respectfully submitted,



Sarah L. Stewart
Commissioner

Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources and the Project Resource Group, LLC hereby mutually agree to amend the contract to *Renovate the McGreal House at Shieling State Forest*, originally approved by the Governor and Council on October 27, 2021, Item #56, with a completion date of June 30, 2022, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to January 31, 2023 from the original completion date of June 30, 2022;
2. Amend Box 1.8, Price Limitation, by increasing the price limitation by \$33,167 from \$586,944 to \$620,111;
3. Amend Exhibit B, Scope of Services, to include: *The Contractor shall provide the Department of Natural and Cultural Resources (Department) with all materials, tools, labor, and general conditions to complete the additional structural work in compliance with, as indicated by, and in accordance with the Department's drawings entitled "McGreal House Renovation Structural Reinforcing" dated September 13, 2022 and as accepted by Project Resource Group, LLC as indicated by the "Contractor Change Proposal" dated September 16, 2022. All material specifications are per the original project specifications unless otherwise noted.*
4. Amend Exhibit C, Contract Price, by increasing the price limitation by \$33,167 from \$586,944 to \$620,111;
5. Amend Exhibit C, Term, by extending the completion date to January 31, 2023 from the original completion date of June 30, 2022.
6. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth, and
7. This amendment is subject to approval by the Governor and Council.

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

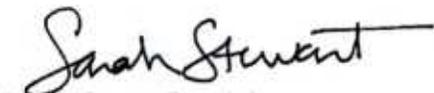
Project Resource Group, LLC



John F. Pietroniro, President

Date 22 SEP 2022

Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

Date 9/22/2022

Approved as to form, substance, and execution

Takmina Rakhmatova

9/22/2022

Attorney General

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PROJECT RESOURCE GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 22, 2008. 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: 601326

Certificate Number: 0005871944



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal.

David M. Scanlan
Secretary of State



Project Resource Group, LLC

sustainable building solutions

TO: Department of Natural and Cultural Resources
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

August 19, 2022

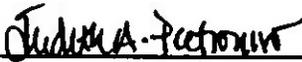
REF: Shieling State Forest
McGreal House Renovations
Project No. CAP 2030

SUB: LLC Certificate of Vote

Project Resource Group is an LLC, 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 documents relating to the above referenced project.

This authority has not been appealed or amended as of August 19, 2022.



Judith A. Pietroniro
Managing Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2022

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Rachel Giunta PHONE (AC, No. Ext.): (603) 224-2562 FAX (AC, No.): (603) 224-0013 EMAIL ADDRESS: rg Giunta@rowleyagency.com	
INSURED Project Resource Group, LLC P.O. Box 43 Franconstown NH 03043		INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins Co of Wash, DC INSURER B: Acadia Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21784 313251

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 INFO	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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPA5313384-15	9/8/2022	9/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPA5313384-15			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		CUA5313385-15	9/8/2022	9/8/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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 <input checked="" type="checkbox"/> N/A	3A States: NH NPA5313386-15	9/8/2022	9/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine		CPA5313384-15	9/8/2022	9/8/2023	Licensed/Permitted Equipment \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: CAP2030, Shelling State Forest-McGreal House Renovations Covering operations usual to insured through out the policy term. When required by written contract, certificate holder-State of NH Department of Natural and Cultural Resources, is an additional insured as respects general liability.

CERTIFICATE HOLDER State of NH Department of Natural and Cultural Resources 172 Pembroke Road 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 Rachel Giunta/RG <i>Rachel A Giunta</i>
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001 27, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

September 10, 2021

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

REQUESTED ACTION

Pursuant to RSA 261: 97-c, Use of Funds, authorize the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands to enter into a contract with Project Resource Group, LLC (VC # 153524), Francestown, NH in the amount of \$586,944 to renovate the McGreal House at Shieling Forest effective upon Governor and Executive Council approval through June 1, 2022. 100% Other Funds.

Funding is available in account, Conservation Plate Fund, as follows:

03-035-035-350010-34050000-103-502664 -- Contracts for Op Services	<u>FY 2022</u> \$586,944
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EXPLANATION

This contract provides construction services to renovate the historic McGreal House at Shieling Forest in Peterborough, NH. Renovations will comprise substantial work on the exterior envelope including sill repair, roofing, siding, chimney repair, painting, and new storm windows. Interior work will include new plumbing, electrical, and heating systems, one new bathroom, and reconfiguration of an existing bathroom and existing kitchen.

The project was advertised for bids in May of 2021 on the Division of Purchase and Property's web site, the Division of Parks and Recreation's website, and six construction services websites. Three general contractors and four subcontractors attended a mandatory pre-bid meeting on June 4, 2021. At the bid opening on June 15, 2021, three bids were received. One bidder was disqualified in the course of vetting for Contractor's Qualifications as specified in the Supplementary Conditions of the contract (Section 007300). Project Resources Group, LLC was selected as the lowest responsive bidder.

The contract price exceeds the \$500,000 limit authorized by RSA 21-1:80, I(b) for projects which can be administered by DNCR without oversight from the Department of Administrative Services' Division of Public Works. The Commissioner of DAS has approved a Request for Major Project Exclusion (copy attached) allowing DNCR to carry out this project.

The Attorney General's office has approved this contract as to form, substance and execution. (15M)

Respectfully submitted,

Patrick D. Hackley

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart

Sarah L. Stewart
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdf.org

July 29, 2021

RECEIVED

JUL 29 2021

DNCR

Thomas Mansfield, Department Architect
Department of Natural and Cultural Resources
172 Pembroke Road, Concord, NH 03301

Request for Major Project Exclusion for: **McGreal House Renovations at Shieling Forest,
Peterborough, NH**

Dear Commissioner Arlinghaus:

In accordance with RSA 21-I:80, I(b), the Department of Natural and Cultural Resources requests to proceed with the project herein described, without participation of the Division of Public Works in the competitive bidding process, engineering, planning, design, or field supervision, as specified in RSA 21-I:12, III(b) &(c). In support of this request, the Department of Natural and Cultural Resources offers the following information for your consideration:

1. This project consists of renovations to a residential structure in Shieling Forest, Peterborough, known as the McGreal House. The McGreal House has some historic significance on account of its association with the author Elizabeth Yates McGreal. Mrs. McGreal donated the property, including the McGreal House, to the Division of Forests and Lands in 1980. A board of trustees oversees an endowment for Shieling Forest and monitors the state's compliance with its deed restriction to maintain the buildings "in good repair."

The McGreal House is currently in need of repair and the project has been under discussion within DNCR since 2017 as various options for how the house could be used were considered. It has now been decided that for the foreseeable future, the house will be used as the Shieling Forest caretaker's residence.

With that purpose in mind, interior renovations will include reconfiguring and upgrading the existing kitchen and second floor bathroom, construction of a new first floor bathroom, replacement of the electrical and plumbing systems, installation of a new hot air furnace, and interior painting. On the exterior, the renovations will include rebuilding the main chimney from the roof up, replacement of the roofing materials, replacement of damaged siding and trim, replacement of rotted sills, exterior painting, and installation of new storm windows.

This modest scope of work is comfortably within the in-house capabilities of DNCR to design, put out to bid and administer. As specified in RSA 21-I: 80, DNCR can administer projects of this type whose estimated total cost is not more than \$500,000. Our estimate of the construction cost was \$350,000 when we went out to bid in May of 2021. However, construction prices increased sharply over the course of the covid pandemic. The lowest responsive bid for the project came in at \$586,944. As this is over the \$500,000 limit in the statute, we are requesting an exclusion, to allow DNCR to carry out the project.

2. a. This will be a construction project for residential type renovations. Materials will include lumber, roofing, finish materials, electrical equipment, plumbing fixtures and piping, new furnace, and storm windows.
- b. Building modifications will include:
 - Partitioning to create a new first floor bathroom.
 - Extending the second floor bathroom including relocating one dormer window and eliminating another window.

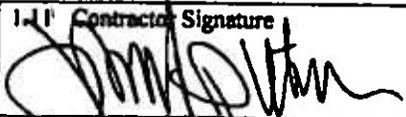
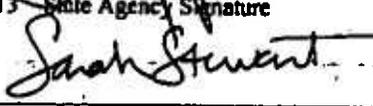
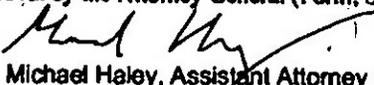
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name Project Resource Group, LLC		1.4 Contractor Address PO Box 43, Franconstown, NH 03043	
1.5 Contractor Phone Number 603-831-5060	1.6 Account Number 3405-103	1.7 Completion Date June 1 st , 2022	1.8 Price Limitation \$ 586,944
1.9 Contracting Officer for State Agency Thomas Mansfield		1.10 State Agency Telephone Number 603-271-2214	
1.11 Contractor Signature  Date: 7.23.21		1.12 Name and Title of Contractor Signatory JOHN F. PIETRONIRO, PRESIDENT	
1.13 State Agency Signature  Date: 8/21/21		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Michael Haley, Assistant Attorney General On: 8/23/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials 
Date 7/23/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

SHIELING FOREST
McGREAL HOUSE RENOVATIONS
Project No. CAP 2030

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions to this contract

EXHIBIT B

SCOPE OF SERVICES

The intent of this contract is to renovate the McGreal House at Shieling Forest in Peterborough for use by the Division of Forests and Lands. The contractor shall be responsible for all materials, tools, and labor necessary for construction services in compliance with and as indicated by and in the Department's specifications "Project Manual: Project CAP 2030, McGreal House Renovations" dated May 17, 2021. A copy of which the Contractor acknowledges receipt of and the following scope of work as indicated in the Construction Documents dated May 17, 2021 and any associated Addenda issued.

A 100% performance and payment bond shall be furnished by the Contractor 15 days prior to the start of construction. The bond shall meet the requirements of New Hampshire RSA 447:16. The work of the contract shall not commence until such bond has been executed.

The contract includes:

- New electrical system
- New plumbing
- New heating system
- Reconfiguring of interior spaces
- Roof replacement
- Chimney reconstruction
- Repair of rotted sills and framing
- Siding repair and/or renewal
- Window relocation
- New storm windows
- Exterior trim repair or renewal
- Exterior painting
- Interior finishes
- Refurbishment of historic wood doors
- Site work

**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 registered to transact business in New Hampshire on August 22, 2008. 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: 601326

Certificate Number : 0005410564



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 July A.D. 2021.

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

William M. Gardner
Secretary of State



Project Resource Group, LLC

sustainable building solutions

TO: Department of Natural and Cultural Resources
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

July 23, 2021

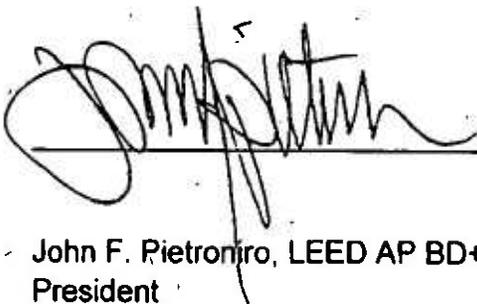
REF: Shieling State Forest
McGreal House Renovations
Project No. CAP 2030

SUB: LLC Certificate of Vote

Project Resource Group is an LLC, 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 documents relating to the above referenced project.

This authority has not been appealed or amended as of July 23, 2021.


John F. Pietroniro, LEED AP BD+C
President



STATE OF NEW HAMPSHIRE
County of Hillsborough
Subscribed and sworn (or affirmed) before me this
23rd day of July, 2021
by John F. Pietroniro
Carla A. Pierson
Notary Public
My Commission Expires

CARLA A. PIERSON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 8, 2023



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/23/2021

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

AGENCY THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		PHONE (603) 224-2562 I.A.C. No. Ext:		COMPANY Acadia Insurance Company One Acadia Commons P.O. Box 9010 Westbrook ME 04098-5010	
FAX (603) 224-1917 I.A.C. No:		E-MAIL ADDRESS: ryansimpson@rowleyagency.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID: 06009426					
INSURED Project Resource Group, LLC & State of NH Dept of Natural & Cultural Resources P.O. Box 43 Franconia NH 03043		LOAN NUMBER		POLICY NUMBER BR07232021	
		EFFECTIVE DATE 7/23/2021		EXPIRATION DATE 7/23/2022	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# 00001/Bldg# 00001 395 Old Street Road Peterborough, NH 03458
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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 EVIDENCE OF PROPERTY INSURANCE 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

COVERAGE INFORMATION

COVERAGE / PERLS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk New	\$568,944	\$2,500
Job specific Flood	\$568,944	\$25,000
Job Specific Earth Movement	\$568,944	\$25,000

REMARKS (Including Special Conditions)

Waive Co-Insurance, Permission to Occupy
 Project#CAP2030-Shelling State Forest-McGreal House Renovations

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.

ADDITIONAL INTEREST:

NAME AND ADDRESS State of NH Dept of Natural & Cultural Re 172 Pembroke Road Concord, NH 03301	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Owner
LOAN #		
AUTHORIZED REPRESENTATIVE Rachel Giunta/RG		
<i>Rachel A Giunta</i>		

AIA Document A312™ - 2010

Performance Bond

Bond No. SUR1000948

CONTRACTOR:

(Name, legal status and address)
PROJECT RESOURCE GROUP, LLC
P.O. Box 43, Franconstown, NH 03043-0043

SURETY:

(Name, legal status and principal place
of business) FRANKENMUTH MUTUAL INSURANCE COMPANY
AGENCY, P.O. Box 511
Concord, NH 03302-0511

OWNER:

STATE OF NH,
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
172 Pembroke Road P.O. Box 1856, Concord, NH 03302-1856
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: July 23rd, 2021

Amount: FIVE HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$586,944.00)

Description: McGRÉAL HOUSE RENOVATIONS, CAP NO. 2030,
(Name and location) PETERBOROUGH, NH

BOND

Date: July 23rd, 2021

(Not earlier than Construction Contract Date)

Amount: FIVE HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$586,944.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

PROJECT RESOURCE GROUP, LLC

SURETY

Company: (Corporate Seal)

FRANKENMUTH MUTUAL INSURANCE COMPANY

Signature:

Name
and Title:

Signature:

Name
and Title: Daniel E. Church
Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.) (FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

THE ROWLEY AGENCY, INC.
P.O. Box 511
Concord, NH 03302-0511
(603) 224-2562

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



AIA Document A312™ – 2010

Payment Bond

Bond No. SUR1000948

CONTRACTOR:

(Name, legal status and address)
PROJECT RESOURCE GROUP, LLC
P.O. Box 43, Franconstown, NH 03043-0043

OWNER:

STATE OF NH,
DEPARTMENT OF NATURAL AND CULTURAL
RESOURCES

(Name, legal status and address)

SURETY:

*(Name, legal status and principal place
of business)* FRANKENMUTH MUTUAL INSURANCE COMPANY
AGENCY, P.O. Box 511
Concord, NH 03302-0511

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: July 23rd, 2021

Amount: FIVE HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$586,944.00)

Description: MCGREAL HOUSE RENOVATIONS, CAP NO. 2030,
(Name and location) PETERBOROUGH, NH

BOND

Date: July 23rd, 2021

(Not earlier than Construction Contract Date)

Amount: FIVE HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$586,944.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
PROJECT RESOURCE GROUP, LLC

Signature: _____

Name
and Title:

SURETY

Company: *(Corporate Seal)*
FRANKENMUTH MUTUAL INSURANCE COMPANY

Signature: _____

Name
and Title: Daniel E. Church
Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment

Bond.) (FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

THE ROWLEY AGENCY, INC.
P.O. Box 511
Concord, NH 03302-0511
(603) 224-2562

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations:

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Daniel E. Church, Paula J. Cantara, Michael P. O'Brien, Matthew R. Bissell, Christine M. Hosmer, Ryan M. Stevens, Gary P. LaPierre, Mark J. Stevens

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 23rd day of July, 2021.

[Signature]
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096