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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

September 22, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation to enter into a **retroactive** amendment with Project Resource Group, LLC (VC #153524), Francestown, NH, for renovations to Toilet Building #4 at Pawtuckaway State Park by extending the completion date from May 20, 2022, to October 31, 2022, with no change to the price limitation, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Council on October 13, 2021, item #63A.

EXPLANATION

This request is retroactive because lead times and supply chain issues 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 missing the completion date include failures of subcontractors to complete their work to required quality standards necessitating the rejection and subsequent reinstallation of the deficient work.

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

Respectfully submitted,

(CSM)

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 for *Powtuckaway Toilet Building #4 Renovations*, originally approved by the Governor and Council on October 13, 2021, Item #63A, with a completion date of May 20, 2022, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to October 31, 2022, from the original completion date of May 20, 2022;

2. Amend Exhibit C, Term, by extending the completion date to October 31, 2022, from the original completion date of May 20, 2022.

3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and

4. 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. Pietronico, President

22 SEP 2022
Date

Department of Natural and Cultural Resources

Sarah Stewart

Sarah L. Stewart, Commissioner

9/29/2022
Date

Approved as to form, substance, and execution:

/s Christopher Bond
Attorney General

10/4/2022
Date

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.

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

September 22, 2022

REF: Pawtuckaway State Park
Toilet Building #4 Renovations
Project No: CAP 2014

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, herby 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 September 22, 2022

Judith A. Pietroniro

Judith A. Pietroniro
Managing Member

P.O. Box 43 Francestown, NH 03043 Phone: 603.588.3132 Fax: 603.588.3133

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2022

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 (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: rgiunta@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B: Acadia Ins. Co.	313251
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Project Resource Group, LLC
P.O. Box 43
Francestown NH 03043

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		CPA5315384-15	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 - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CPA5315384-15			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5315385-15	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) Y/N NN If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A States: NH WPA5315386-15	9/8/2022	9/8/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Inland Marine			CPA5315384-15	9/8/2022	9/8/2023	Leased/Rented Equipment	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pawtuckaway State Park, Toilet Building #4 Renovations, Nottingham, NH. Project No: CAP2014.
State of New Hampshire, Department of Natural and Cultural Resources is additional insured with respect to the general liability and umbrella liability when required by written contract.

CERTIFICATE HOLDER

State of New Hampshire, 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 Rachel A Giunta

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

September 27, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation to enter into a contract with Project Resource Group, LLC (VC#153524), Francestown, NH in the amount of $540,578 for renovations to Toilet Building #4 at Pawtuckaway State Park effective upon Governor and Executive Council approval for the period October 18, 2021 through May 20, 2022. 54% Capital Funds / 46% Federal Funds.

Funding is available in the following accounts:

	FY 2022
03-035-035-350030-13210000, 19-146:1XIIE – Day-Use Toilet Buildings	
034-500161 – Capital Projects	$295,289
03-035-035-351510-37170000, Land Water Conservation Fund Grants	
072-500576 – Grants-Federal	$245,289

EXPLANATION

This contract provides construction services to renovate Toilet Building #4 to provide new single user showers, and renovate the existing toilet rooms, including; new doors, finishes, siding, roofing, mechanical, electrical and plumbing work for the existing building which was originally constructed in 1968.

In June 2021, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Fourteen (14) contractors attended a mandatory pre-bid meeting on July 1, 2021. Bid opening occurred on July 15, 2021 and 3 bid proposals were received, and Project Resource Group, LLC was selected as the low bidder.

The contract price exceeds the $500,000 limit authorized by RSA 21-I: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 reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Philip A. Bryce
Acting Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road · Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

August 8, 2021

Scott Coruth, Architect
Department of Natural and Cultural Resources
172 Pembroke Road, Concord, New Hampshire 03301

Request for Major Project Exclusion: **Pawtuckaway Toilet Building #4 Renovations, Nottingham 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. Toilet Building #4 at Pawtuckaway State Park was originally constructed in 1968. Given its age and historic character the building was in need of work to modernize the facilities to bring them in line with guest expectations for a modern camping experience, including renovations to the bathrooms and the addition of new single user shower rooms.

With that in mind DNCR executed a design that was previously used and has been standardized for buildings of this type and existing layout. Based on a previous project using the same design at Moose Brook State Park, DNCR estimated a construction cost of $436,200 when it went out to bid in June of 2021. When bids were received the low bid came in at $540,578, including a base bid of $490,578 plus an allowance of $50,000.

Given that the bid exceeded the $500,000 limit established in RSA 21-I:80 partially due to the allowance and given that DNCR has successfully executed the same design and scope of work at another site, we are requesting an exclusion to allow DNCR to carry out the project.

☐ 2. Project Description:

☐ a. This project includes renovations and additions to an existing toilet and shower building. Materials will include concrete foundations, lumber, roofing, doors and skylights, finish materials, toilet partitions, ventilation equipment, electrical equipment, plumbing fixtures, and site work.

☐ b. Building modifications will include:

- Demolition of the existing shower room addition and construction of a new shower room addition.
- Selective demolition and renovations to the existing toilet rooms.
- Addition of a new pot washing station.
- Building excavation and sitework.
- Removal and replacement of the existing septic tanks and pump station.

☐ c. This project will require permitting from the State Fire Marshal's Office.

☐ d. Building infrastructure work will include:

- Replacement of the existing septic tank and pump station with tie-ins to the existing park sanitary sewer system.
- New electrical panel, lighting and wiring throughout.
- New plumbing fixtures, supply lines, drainage and vent piping throughout.
- New propane fired water heater.
- New building exhaust fan.

☐ e. The building will be unoccupied during the period of construction.

☐ f. The project will not require an inspection by the Labor Department. There are no elevators or high-pressure boilers as part of the project.

☐ g. A copy of the low bid contractors schedule of values is attached to verify project cost.

☐ 3. DNCR undertook the project on an in-house basis anticipating that the construction cost would be below the $500,000 limit based on our experience with executing this design on a previous project. Financing for the project has been secured using a mix of state capital funds and federal funds through the Land and Water Conservation Fund (LWCF). Because the project has been fully developed and bid, the time needed to repeat those phases of the project under DPW auspices would potentially risk losing the federal funding. The work of this project is well within the management capabilities of DNCR's licensed architects and it would be in the best interest of the State to allow DNCR to bring the project to completion in order to avoid duplication of efforts and risk losing funding.

☐ 4. DNCR proposes to execute the project by awarding a construction contract to the successful low bidder of the competitive bid process that has already occurred, with Governor and Executive Council approval sometime in October of 2021.

☐ 5. An alternative to requesting an exclusion that was considered was to reject all bids and re-bid the project at a later date for the potential that bids might come in below the $500,000 threshold. Given the unpredictable nature of construction costs based on current market rates and a shortage of sub-contractors, and further the potential risk of losing federal funding for the project if it were delayed, it was determined that the best solution was to make an exclusion request.

SUBMITTED BY (Agency Head or Designee): _____

***the above signature indicates confirmation of review and understanding of RSA 21-I and MOP Chapter 1625

Name of Agency Head or Designee: Scott Conith, Architect

REVIEWED BY: _____
Theodor Kupper, Director
DAS Division of Public Works

DATE REVIEWED: 08 26 2021

APPROVED BY: _____
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

DATE APPROVED: 8-26-21

RECEIVED

AUG 26 2021

DIV OF PUBLIC WORKS

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Planning and Development
Project #: CAP 2014
Closing Date: July 15, 2021 at 2:00 PM

Pawtuckaway Toilet Building #4 Renovations

Contractor Name and Address	Bid Amount
Project Resource Group, LLC	$540,578.00
Brookstone Builders, Inc.	$798,951.00
Solid Roots Construction, LLC	$565,400.00

Bidding Procedure: In June 2021, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Fourteen (14) contractors attended a mandatory pre-bid meeting on July 1, 2021. Bid opening occurred on July 15, 2021 and Three (3) bid proposals were received. One (1) bidder did not meet qualifications requirements based on a previous project and their proposal was returned unopened before the bid opening.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of 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 P.O. Box 43, Francestown, NH 03043	
1.5 Contractor Phone Number 603-831-5060	1.6 Account Number 035-13210000-034-500161 & 035-3717000-072-500576	1.7 Completion Date May 20, 2022	1.8 Price Limitation $540,578
1.9 Contracting Officer for State Agency Scott Corath, Architect		1.10 State Agency Telephone Number 603-271-3676	
1.11 Contractor Signature Date: 10 AUG 2021		1.12 Name and Title of Contractor Signatory JOHN F. PIETRONIRO, PRESIDENT	
1.13 State Agency Signature Date: 9/27/21		1.14 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Haley, Assistant Attorney General		On: 9/28/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials JFP
Date 8/10/21

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 3/10/21

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

Contractor Initials JPP

Date 8/10/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials

Date 8/10/21

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

Pawtuckaway State Park – Toilet Building #4 Renovations

EXHIBIT A

There are no changes or additional provisions to this contract.

EXHIBIT B

Scope of Work

The Contractor shall provide the State construction services to renovate Toilet Building #4 at Pawtuckaway State Park in Nottingham, by, on, or before the Completion Date. The Contractor shall be responsible for all labor, materials, equipment and services required for the project, in compliance with, and as indicated by and in the Departments drawings and specifications "Project No: CAP 2014 Toilet Building #4 Renovations" dated June 14, 2021 and any associated Addenda issued. Copies of which the Contractor acknowledges receipt of, and the following scope of work:

The Work of the Project is defined by the Contract Documents and consists of the following:

1. Demolition of the existing shower room addition and construction of a new shower room addition.
2. Selective demolition and renovations to the existing toilet building.
3. Addition of a new pot washing station.
4. Building excavation and sitework.
5. Removal and replacement of the existing septic tanks and pump station.

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.

EXHIBIT C

Contract Price

The total contract is not to exceed $540,578

Method of Payment

10/21

Payments shall be made monthly in proportion to the work completed and approved by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of May 20, 2022.

6/10/21

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: 0005418229

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of August A.D. 2021.

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

August 10, 2021

REF: Pawtuckaway State Park
Toilet Building #4 Renovations
Project No: CAP 2014

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, herby 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 August 10, 2021.

John F. Pietroniro
Managing Member

ROSEMARY E. NOVOTNY, Notary Public
My Commission Expires March 21, 2023

P.O. Box 43 Francestown, NH 03043 Phone: 603.831.5060 Fax: 603.831.5026

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 10, 2021

REF: Pawtuckaway State Park
Toilet Building #4 Renovations
Project No: CAP 2014

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, herby 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 10, 2021.

Judith A Pietroniro

Judith A. Pietroniro
Managing Member

Rosemary E. Novotny
ROSEMARY E. NOVOTNY, Notary Public
My Commission Expires March 21, 2023

P.O. Box 43 Francestown, NH 03043 Phone: 603.831.5060 Fax: 603.831.5026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/7/2021

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)224-0012
E-MAIL ADDRESS: rgiunta@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B: Acadia Ins. Co.	313251
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Project Resource Group, LLC
P.O. Box 43
Francestown NH 03043

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	X		CPA5315384	9/8/2021	9/8/2022	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 - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CPA5315384	9/8/2021	9/8/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CUA5315385	9/8/2021	9/8/2022	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) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WPA5315385	9/8/2021	9/8/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Inland Marine			CPA5315384	9/8/2021	9/8/2022	Leased/Rented Equipment	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pawtuckaway State Park, Toilet Building #4 Renovations, Nottingham, NH. Project No: CAP2014.
State of New Hampshire, Department of Natural and Cultural Resources is additional insured with respect to the general liability and umbrella liability when required by written contract.

CERTIFICATE HOLDER

State of New Hampshire, 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 Rachel A Giunta

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2021

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 (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8812
E-MAIL ADDRESS: rgiunta@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
State of NH Department of Natural and Cultral Resources
c/o Project Resources Group, LLC
PO Box 43
Francestown. NH 03043

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] OWNERS & CONTRACTORS PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			OCP5491498	8/10/2021	8/10/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pawtuckaway State Park, Toilet Building #4 Renovations, Nottingham, NH. Project No: CAP2014.

CERTIFICATE HOLDER

State of New Hampshire, 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
Kelley Massey/KCO

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/11/2021

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
PHONE (A/C, No, Ext): (603) 224-2562
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511
FAX (A/C, No): (603) 224-0412
E-MAIL ADDRESS: rgiunta@rowleyagency.com
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: 00009426

COMPANY
Acadia Insurance Company
One Acadia Commons
P.O. Box 9010
Westbrook ME 04098-5010

INSURED
Project Resource Group, LLC;State of NH, Dept of Natural and Cultural Resources
P.O. Box 43
Francestown NH 03043

LOAN NUMBER:
POLICY NUMBER: CIM5488268
EFFECTIVE DATE: 8/10/2021
EXPIRATION DATE: 8/10/2022
☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc# 00001/Bldg# 00001
Pawtuckaway State Park
128 Mountain Road
Nottingham, NH 03290
State of NH Department

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 / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk New	540,578	2,500
Job Specific Earth Movement	540,578	25,000
Job Specific Flood	540,578	25,000

REMARKS (Including Special Conditions)

Continuation of named insured: Any and All Subcontractors of any tier

Waiver of Co-Insurance, Permission to Occupy
Project: Pawtuckaway State Park Toilet Building #4 Renovations, Project No. CAP2014.

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 Resources
172 Pembroke Road
Concord, NH 03301

☐ MORTGAGEE
☐ LOSS PAYEE
☐ ADDITIONAL INSURED
X Owner

LOAN #

AUTHORIZED REPRESENTATIVE
Kelley Massey/KCO

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AIA Document A312™ – 2010

Performance Bond

Bond No. SUR1000949

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

OWNER:
STATE OF NH, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
172 Pembroke Road P.O. Box 1856, Concord, NH
(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: August 10th, 2021

Amount: FIVE HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS ($540,578.00)

Description: TOILET BUILDING #4 RENOVATIONS CAP 2014, NOTTINGHAM, NH
(Name and location)

BOND
Date: August 10th, 2021
(Not earlier than Construction Contract Date)

Amount: FIVE HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS ($540,578.00)

Modifications to this Bond: ☒ None ☐ See Section 16

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

Signature: Judith A Pietronito
Name and Title: Judith A Pietronito Managing Member

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

Signature: Paula J. Camara
Name and Title: Paula J. Camara 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:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 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.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ – 2010

Payment Bond

Bond No. SUR1000949

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

OWNER:
STATE OF NH, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
172 Pembroke Road P.O. Box 1856, Concord, NH
(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: August 10th, 2021

Amount: FIVE HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS ($540,578.00)

Description: TOILET BUILDING #4 RENOVATIONS CAP 2014,
(Name and location) NOTTINGHAM, NH

BOND
Date: August 10th, 2021
(Not earlier than Construction Contract Date)

Amount: FIVE HUNDRED FORTY THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS ($540,578.00)

Modifications to this Bond: ☒ None ☐ See Section 18

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

Signature: Julissa A Pietronio
Name and Title: Julissa A Pietronio
Managing Member

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

Signature: Paula J. Cantara
Name and Title: Paula J. Cantara
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:

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

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 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.

§ 16.4 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.

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

§ 17 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.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:	*(Corporate Seal)*	**Company:**	*(Corporate Seal)*
Signature:		**Signature:**	
Name and Title:		**Name and Title:**	
Address		**Address**	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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. Blaisdell, Christine M. Hoerner, 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.

(Seal)

Frankenmuth Mutual Insurance Company

By _____

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.

_____ (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 10th day of August, 2021.

_____

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