



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

67

172 Pembroke Road Concord, New Hampshire 03301  
 Phone: 603-271-2214 Fax: 603-271-6488 [www.nhdf.org](http://www.nhdf.org)

September 18, 2023

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

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, to enter into a contract with Innovative Roofing NH, LLC. (VC#424046), Derry, NH in the amount of \$40,729 to perform roof replacement on the Pole Barn NHQ03 at the North Country Resources center in Lancaster, NH effective upon Governor and Council approval through December 22, 2023. 100% Capital Funds.

Funding is available in account, 19-146:1XIIA-Roofing and Repairs, as follows:

	<u>FY2024</u>
03-035-035-350030-13160000-034-500162 – Capital Projects	\$40,729

**EXPLANATION**

The Division of Forests and Lands manages the North Country Resources Center in Lancaster, NH. The existing metal roof on the Pole Barn (NHQ03) is worn out, and roof replacement is necessary in order to protect the integrity of the building.

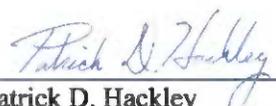
On August 2, 2023, an invitation to submit bids for Metal Roof Replacement for the Pole Barn (NHQ03) at the North Country Resources Center was issued in accordance with the Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Alpha Graphics, McGraw Hill Construction, Signature Digital Imaging, and Works in Progress. Five contractors attended a mandatory pre-bid meeting on August 22, 2023. Four bid proposals were received on August 31, 2023, and Innovative Roofing NH was the low bidder. Attached for your information is a summary of the bids received for this project.

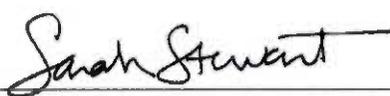
The Attorney General's Office has reviewed and approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,

(SM)

  
 \_\_\_\_\_  
 Patrick D. Hackley  
 Director, Forests and Lands

  
 \_\_\_\_\_  
 Sarah L. Stewart  
 Commissioner

**State of New Hampshire  
 Department of Natural and Cultural Resources  
 Division of Parks and Recreation  
 Design Development & Maintenance**

**Metal Roof Replacement Pole Barn (NHQ03)  
 North Country Resources Center Lancaster,  
 NH**

**Project No. CAP-2404  
 Bid Date: 8/31/2023**

**Bid List**

**Contractors:**

**Lump Sum Bid**

Triple Construction LLC 5 Executive Dr. Hudson, NH	NO BID	
A1 Professional Inc. 13 Grandview St. Claremont, NH	\$51,420.00	C Bidder
Innovative Roofing NH LLC 7 Kristin Dr. Derry, NH	\$40,729.00	A Bidder  Awarded Pending Approval
Sentry Roofing 61 Beech St. Manchester, NH	\$46,500.00	B Bidder
Weatherguard Industries Roofing 110 Tanner St. Lowell MA	\$103,328.00	

**Bidding Procedure:** This project was put out to bid August 2, 2023. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Alpha Graphics, McGraw Hill Construction, Signature Digital Imaging and Works in Progress. The bidding period went on for three weeks. A mandatory pre-bid meeting was held on August 22, 2023 and five (5) potential bidders attended. Bids closed on August 31, 2023 at 2:00 pm. at the DNCR office. Four (4) bids was received, and the low bidder, Innovative Roofing, LLC was accepted in the amount of \$40729 pending contract approval by Governor and Executive Council.

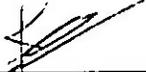
**Notice** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Rd. Concord, NH 03301	
1.3 Contractor Name Innovative Roofing NH LLC		1.4 Contractor Address 7 Kristing Dr. Derry, NH	
1.5 Contractor Phone Number 978-375-8355	1.6 Account Unit and Class 13160000-034-500162	1.7 Completion Date December 22, 2023	1.8 Price Limitation \$40,729.00
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature  Date: 9-5-23		1.12 Name and Title of Contractor Signatory Jarret Kazanjian	
1.13 State Agency Signature  Date: 9/22/2023		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: Sheri Phillips, AAG On: 10/3/2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

#### 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

#### 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby

**25. 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.

**26. 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.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION

METAL ROOF REPLACEMENT FOR THE POLE BARN (NHQ03)  
AT NORTH COUNTRY RESOURCES CENTER LANCASTER, NH.

EXHIBIT A

There are no additional provisions on this contract.

EXHIBIT B

**SUMMARY OF THE WORK** The intent of the contract is to provide the State with a new Metal Roof on the Pole Barn (NHQ03) at the North Country Resources Center 629 Main Street Lancaster, NH. According to, in compliance with, and as indicated by and in the Department's plans and specifications ("Metal Roofing Replacement Pole Barn (NHQ03) North Country Resources Center 629 Main Street Lancaster, NH") dated August 2, 2023. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

**EXTENT OF THE WORK:**

- a) Strip and recycles aluminum metal roof panels.
- b) Patch and repair deteriorated 2x4 wood purlins if necessary. Replace the fascia, trim and rake boards as necessary.
- c) Install drip edges. Install Metal Roofing Panels PBR style.
- d) At the Completion of the Job Provide 2 Year Installers Warranty, 40 Year Metal Roof Manufacturers warranties, and Metal Roof Manufacturers Wind Warranty 90 mph.

EXHIBIT C

Contract Price

Total contract shall not exceed \$40,729.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by the Public Works Project Manager.

Term

This contract shall commence upon approval with a completion date of December 22, 2023.

Contractors Initials JR  
Date 4-5-23

# 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 INNOVATIVE ROOFING NH L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 08, 2020. 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: 839855

Certificate Number : 0006279565



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Core Benefits Group Inc 2 Village Green Road Suite A1 Hampstead NH 03841		<b>CONTACT NAME:</b> Jessica Krautkin <b>PHONE (AC, No, Ext):</b> (603) 329-4933 <b>FAX (AC, No):</b> (603) 329-4924 <b>E-MAIL ADDRESS:</b> certificates@mycoreinsurance.com	
<b>INSURED</b> Innovative Roofing NH LLC 41 Dutton Rd Pelham NH 03076		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> HDI Global Specialty SE	<b>NAIC #</b> A1340J
		<b>INSURER B:</b> Merchants Mutual Insurance Company	23329
		<b>INSURER C:</b> Technology Insurance Co	238160
		<b>INSURER D:</b> Ohio Casualty Insurance Co	24074
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24 Master (#1)      **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.

DISB LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CAS000944/2300	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPI080330	10/28/2022	10/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		TARNH1034139-02	04/03/2023	04/03/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Inland Marine Leased and Rented Equipment			BMO83942431	10/08/2022	10/08/2023	Leased & Rented \$110,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Daniel Robinson, Boyd Foulds and Jarret Kazanjian are excluded from Worker's Compensation coverage.

### CERTIFICATE HOLDER

State of NH Dept. of Natural and Cultural Resources Divisions of Parks  
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

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