New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

52

November 25, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Retroactive Sole Source** contract with Adam Vaillancourt Roofing and Construction, LLC (Vendor Code #517110), Milford, NH, in the amount of $147,999.00 to install new roofing at the Milford State Fish Hatchery, Milford, NH effective upon Governor and Council approval for the period November 1, 2024 through June 30, 2025. 100% Capital Funds.

Funding is available in account: Fish Hatchery Construction/Renovation as follows:

	FY25
30-07500-93140000-034-500162	$147,999.00

Explanation

This contract is **Retroactive Sole Source** because the service performed was deemed an emergency. The roof leak catalyzed a mold problem which resulted in medical issues for staff at the hatchery. Work needed to commence as soon as possible but due to the state procurement requirements, considerable time was needed to consult with State of NH contracted vendors. After determining state contracted vendors would not be able to provide the service, a waiver was submitted to an ultimately approved by the Department of Administrative Services. Once the waiver was approved, work commenced immediately resulting in retroactive approval.

The roof at Milford State Fish Hatchery has been in disrepair for several months. Back in April 2024, mold was identified in the main hatchery building that resulted in a major health incident for one of the newer staff members. After a survey was completed by a certified technician from SLR, it was determined mold was present. We acquired quotes from three of the state contracts and before moving forward with remediation, it was determined the roof needed to be repaired first. The ventilation system was also evaluated. Roofing companies were solicited. Adam Vaillancourt Roofing submitted a quote after facility staff reached out to local vendors. In preparing the document for the contract process, it was determined that the state contracted vendors were not notified. At that point, all procedures stopped and the state contracted vendors were contacted. Prime Roofing Company never responded and Melanson Roofing sent a representative to conduct data collection for a quote. Melanson Roofing came in at $237,760.00 for the project. This is substantially higher than the Vaillancourt Roofing quote at $147,999.00. We reached out to purchasing to see how to proceed with the project. Purchasing recommended going through the waiver process in an effort to save the state just under $90,000.00. The waiver was granted on October 30, 2024. Purchase and Property suggested moving forward with the roof repair under emergency status in November 2024, given winter was on the horizon and the mold issue would be unavoidable during this time. The roof repair was completed in December 2024 and the mold remediation will be completed via a State Contracted Vendor in spring 2025.

Respectfully submitted,

Stephanie L. Simek, PH. D.
Executive Director

Kathy Ann LaBonte
Business Division Chief

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 10/23/2024

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Dianne Timmins, Inland Fisheries Chief	**Agency:** Fish & Game
Commodity: Roofing Repair	**Vendor:** Adam Vaillancourt Roofing
RFB/RFP/RFQ (if applicable) N/A	**Contract:** 8003159, 8003160
Est. Amount: $147,999.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

Fish & Game is requesting to waive the mandatory contract usage to make urgent repairs to the roof of the Milford Fish Hatchery with a non-contracted vendor, Adam Vaillancourt Roofing, in the amount of $147,999.00 (see attached letter dated 10/21/2024, from Executive Director Scott Mason for details). The statewide Contractors, Prime Roofing Company and The Melanson Company were solicited for quotes. Prime Roofing Company did not respond and The Melanson Company provided a quote in the amount of $237,760.00. It would be in the best interest of the state to conduct this urgent repair with Adam Vaillancourt Roofing for a cost avoidance of $89,761.00. Fish & Game will be using a P-37 single agency contract form with the vendor and seeking Governor and Executive Council approval as required once this waiver is approved.

SUBMITTED FOR ACCEPTANCE BY:

2024.10.23 09:13:44 -04'00' Christopher R. Fuller — Mathew T Stanton

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES ANNOTATED 21-I:14, XII.

10/30/24

CHARLES M. ARLINGHAUS, COMMISSIONER — DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES

New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
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FAX (603) 271-5829

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Scott R. Mason
Executive Director

October 21, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Requested Action-Waiver of Purchasing Requirements (Adm 601.05)

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Sole Source** contract with Adam Vaillancourt Roofing and Construction, LLC (Vendor Code #517110), Milford, NH, in the amount of $147,999.00 to install new roofing at the Milford State Fish Hatchery, Milford, NH effective upon Executive Director's approval through June 30, 2025. Funding is 100% Fish and Game Funds.

Funding is available in account:

	FY25
30-07500-93140000-034-500162 Capital Projects	$147,999.00

Explanation

The roof at Milford State Fish Hatchery has been in disrepair for several months. Back in April 2024, mold was identified in the main hatchery building. After a survey was completed, it was determined the roof needed to be repaired first, prior to the mold remediation process. The ventilation system was also evaluated. During the pursuit of scheduling mold remediation with a state contracted vendor, we were told we need to repair the roof first. Roofing companies were solicited. Adam Vaillancourt Roofing submitted a quote after visiting the facility. In preparing the document for the bidding process, it was determined that the state contracted vendors were not notified. At that point, all bid procedures stopped and the state contracted vendors were contacted. Prime Roofing Company never responded and Melanson Roofing sent a representative to conduct the data collection for a quote. Melanson Roofing came in at $237,760.00 for the project (Figure 1). This is substantially higher than the Vaillancourt Roofing quote at $147,999.00 (Figure 2). We reached out to purchasing to see how to proceed with the project. Purchasing recommended going through the waiver process in an effort to save the state just under $90,000.00.

Respectfully submitted,

Scott R Mason

Scott R. Mason, Executive Director
NH Fish and Game Dept.

**Note: No response from Prime Roofing Company never responded.

Figure 1. Quote from STATE CONTRACTED Vendor for new roof installed at Milford State Fish Hatchery
$237,760.00

the **MELANSON** company

a division of The Melanson Company, a Tecta America Company, LLC
333 West Street • PO Box 323 • Keene, NH 03431 • (603) 352-4233 • Fax (603) 352-3373
www.melanson.com

SINCE 1932

September 20, 2024

Milford Fish Hatchery
386 North River Road
Milford, NH 03055

Attention: Dianne Timmins

Reference: Re-Roofing Milford Fish Hatchery
(Approximately 10,700 Square Feet Total)

Dear Ms. Timmins:

In accordance with your request, we have inspected the above referenced project and hereby offer the following re-roofing specifications for your consideration.

Milford Fish Hatchery:

1. Upon mobilization, we would coordinate our operations with the ownership's representative, as to minimize any disruptions to the facility and personal, and begin hoisting our materials onto the roof to commence our operations.

2. The existing EPDM coversheet, 1" poly-isocyanurate insulation, and GBUR system would be removed down to the steel deck and be properly disposed of.

3. The prepared steel deck would be covered with two (2) alternating layers of 3" poly-isocyanurate insulation having a combined LTTR value of 34.8. The installed insulation layers would be fastened to the steel deck with fasteners and Rhinobond discs set in a predetermined pattern to meet manufacture's specifications.

4. The fastened insulation assembly would be covered with .060" TPO membrane as manufactured by Johns Manville. The membrane would be mechanically attached utilizing the RhinoBond method of attachment. All laps would be heat-welded together to create one monolithic sheet. The membrane color would be white.

5. All roof top units, vent pipes, hot stacks, etc. would be properly re-flashed with .060" TPO membrane.

6. The existing expansion joint would be re-flashed with .060" TPO membrane on both sides.

7. All roof drains would be reconditioned and re-flashed to the newly applied TPO membrane roofing system. This operation would entail the construction of 4'x4' drain sumps, centered on the new drain locations from tapered insulation to enhance

positive drainage. The units would then be flashed to the newly applied TPO membrane.

8. The roofs perimeter edge would be trimmed with custom shop-fabricated, 24-gauge pre-finished edge metal.

9. Upon completion of the new TPO membrane roofing system, we would provide the manufacturer's standard twenty (20) year labor and material warranty.

The price for the above proposed work for each area would be Two Hundred Thirty-Seven Thousand, Seven Hundred Sixty Dollars ($237,760.00).

EXCLUSIONS AND CONDITIONS:

A. Our proposal is based on the premise that we would be given free access to a work area large enough to encompass our trucks, dumpsters, miscellaneous equipment, and materials. All other vehicular and pedestrian traffic would be restricted from this area during the re-roofing process.

B. The Melanson Company, a Tecta America Company, LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. The Melanson Company, a Tecta America Company, LLC does not provide engineering, consulting, or architectural services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications, or other design documents have been furnished to The Melanson Company, a Tecta America Company, LLC, the Customer warrants that they are sufficient and conform to all applicable laws and building codes. The Melanson Company, a Tecta America Company, LLC is not responsible for loss, damage, or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by The Melanson Company, a Tecta America Company, LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. The Melanson Company, a Tecta America Company, LLC is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

C. Customer warrants that the structures on which The Melanson Company, a Tecta America Company, LLC is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment, and operations. The Melanson Company, a Tecta America Company, LLC prosecution of the roofwork indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials. The Melanson Company, a Tecta America Company, LLC is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

D. It must also be determined by the owner that there are no asbestos containing materials that would be disturbed as a result of this installation. Asbestos could be present in the roof system, fireproofing of the roof deck, pipe coverings, ceiling tiles or existing roof top unit components being removed, etc. Any **necessary abatement could result in an additional cost to the base bid above.**

E. Verbal authorization of changes will be considered part of this contract. Both parties to this contract must approve all such changes and/or additions in writing when possible or verbally when necessary. Work cancelled by the owner after materials have been purchased, will be subject to shipping and restocking fees on the returned materials.

F. This proposal is based off of our standard labor rates. If prevailing wage rates are required, additional costs would be incurred.

G. If there are any intake fans or other rooftop devices that may allow fumes from adhesives, bituminous products, membranes, or welding processes, etc. to enter the building, there should be further discussion to help determine if control measures of any kind should be implemented.

H. We have found that buildings occasionally have mechanical lines (usually electrical) nested into the ribs of a steel deck or tightly against the underside of other decks. This condition can pose a risk for accidental penetration by roof system fasteners. The cost involved in avoiding any line punctures can be excessive. While we would make reasonable attempts to avoid hitting any lines, the cost resulting from accidental penetration would be the responsibility of others.

I. If it does not appear that an existing roof drain is suitable for re-flashing to a new roof membrane, there are usually two options. The best option involves installing a new drain; that would require the services of a plumber for connecting to the drain line. This work could be warranted for two (2) years. However, the cost may be higher, especially if access issues exist. The other option involves the use of expansion style drain inserts. These may be less expensive but cannot be warranted and will reduce the diameter of the existing drain.

J. The above proposal is based on information gathered during our visual observation and/or contributed by the building owner. If there are any additional factors such as condensation, ventilation problems or other situations that may affect the functionality of this roof, we should be informed so that we are better able to assist you with the selection of a roofing specification that is most suitable for your building.

K. We recommend that, before any work is begun, the intended specifications be submitted to your insurance company for review. Some companies have

requirements that may differ from a manufacturer's standard specifications, or they may want their insured to comply with a specific building code. Such inconsistencies could affect your coverage. If your insurance carrier has additional requirements, please have them submitted to us as soon as possible.

L. The Melanson Company, Inc. shall not be held responsible for any damages relating to bodily injury, property damage, and personal injury caused directly or indirectly, in whole or in part, by mold, including fungus or mildew, regardless of the cost, event, material, product and/or component, that contributed concurrently or in any sequence to that injury or damage. The Melanson Company shall not be held responsible for any existing mold or mold due to water intrusion or arising because of any other reason whatsoever.

M. The cutting of holes through roof decks can result in debris falling to the interior. If the building occupant is not going to provide protection or monitoring for its fellow occupants, finishes or contents, please inform us. We may determine that some additional protection is necessary.

N. We would take reasonable precautions to keep construction traffic damage to the lawn/pavement to a minimum. Any such repairs that did become necessary would involve additional charges or be the responsibility of others.

O. Snow and/or ice removal would be the responsibility of others or be performed on a time and material basis at $50.00 per man per hour.

P. If a building permit is required for this re-roofing project, it would be the owner's responsibility to obtain it or there would be an additional cost to the work quoted above.

Q. If The Melanson Company, Inc. is delayed in the commencement or prosecution of the work for reasons beyond The Melanson Company, Inc. control, The Melanson Company, Inc. shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond The Melanson Company, Inc. control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

SPECIAL CONDITIONS:

I. The parties acknowledge that the potential effects of the coronavirus disease ("COVID-19") pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect the contractor's workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely impact the contractor's ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the COVID-19 pandemic are

beyond the control of the parties, and if such delays occur, the contractor will be granted a reasonable extension of time and an equitable adjustment in the contract amount for the additional costs incurred by contractor resulting from the COVID-19 pandemic. Contractor shall give owner/general contractor written notice of delay it experiences due to the COVID-19 pandemic and any additional costs it incurs due to such delay.

II. The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the owner/general contractor written notice and documentation of the increased costs.

III. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Tecta's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

If you have any questions on any of the above, please do not hesitate to contact us.

We carry Worker's Compensation, Property Damage and General Liability Insurance.

If you would like to proceed with the work as outlined above, please sign this letter where indicated below and return one copy to our office.

Thank you for giving us the opportunity to quote this project.

Very truly yours,

The Melanson Company, a Tecta America Company, LLC

Taylor Letourneau
Project Manager

Accepted by: _____

Date: _____

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 NH Fish & Game Dept.		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Adam Vaillancourt Roofing and Construction, LLC		1.4 Contractor Address 15 Stoneyard Drive Milford NH 03055	
1.5 Contractor Phone Number 603-673-0003	1.6 Account Unit and Class 93140000 34 500162	1.7 Completion Date June 30, 2025	1.8 Price Limitation $147,999.00
1.9 Contracting Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature X Date: 11/19/24		1.12 Name and Title of Contractor Signatory Adam Vaillancourt, Manager	
1.13 State Agency Signature Date: 3 DEC 2024		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director, NH Fish and Game Department	
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:		On: 12/30/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials AV
Date 11/19/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AV
Date 11-19-24

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.

Contractor Initials AV
Date 11-19-24

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.

Contractor Initials AV

Date 11-13-25

Exhibit A

Special Provisions

None

Exhibit B

Scope of Services

Removal of Old Roof- Tear off all old layers down to the roof deck (extra charges may apply for multiple layers); Inspect underlayment and re-nail as needed.

Plumbing Pipes and Flashing – Install new flanges around all pipes; Inspect vents and replace if needed; Inspect chimney lead prior to starting the project.

Starter Course – Install a starter course of shingles along all eaves over drip edge; Seal first exposed course of shingles which prevents them from blowing off.

Ice & Water Barrier/Underlayment – Install ice & water barrier and underlayment to meet manufacturer specifications.

Drip Edge – Install metal drip edge to all edges of the roof.

Asphalt Shingle – All shingles to be installed shall meet manufacturer specifications.

Additional Project Details:

- Install new 60 mil EPDM on facets RF-1 and RF-2
- Remove all existing roofing layers to the decking
- (2) sheets of 1/2" CDX included to replace damaged decking on RF-2
- RF-1 to receive 4" ISO board
- RF-2 to receive 1" ISO board
- All perimeters to receive new drip edge
- (2) drains to be installed. 16' of tapered ISO to properly allow water to drain.
- Properly flash/seal all penetrations and curbs
- Properly terminate the headwall of RF-2
- Properly flash parapet expansion joint

Exhibit C

Method of Payment

Method of payment shall be as follows. The owner of Adam Vaillancourt Roofing and Construction, LLC Vendor Code #517110, shall receive payment for services rendered in accordance with the following schedule of costs. Payment will be made thirty (30) days after completion of work or receipt of invoice, whichever is later. Total services not to exceed $147,999.00 from the Fish and Game Department.

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 ADAM VAILLANCOURT ROOFING AND CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 02, 2004. 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: 498288

Certificate Number: 0006782169

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of September A.D. 2024.

David M. Scanlan
Secretary of State

Adam Vaillancourt, LLC
ROOFING & CONSTRUCTION

LLC Certification of Authority

I, Adam Vaillancourt (name) hereby certify that I am a (choose one: Member Manager CEO of Adam Vaillancourt Roofing (name of LLC), a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: Adam Vail

Date: 10/23/2021

State of New Hampshire, County of Hillsborough

On this the 23rd day of October 2021, before me Gisele Thibault, the undersigned officer, personally appeared Adam Vaillancourt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

GISELE M THIBAULT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 7, 2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2025

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).

PRODUCER
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Tara Dean, CIC
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: W.R. Berkley Corporation	003630
INSURER B: Acadia Ins Co.	31325
INSURER C: Wesco Insurance Company	25011
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Adam Vaillancourt Roofing and Construction LLC
15 Stoneyard Drive
Milford NH 03055

COVERAGES CERTIFICATE NUMBER: 25-26 All/25-25 WC 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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPA5324947-17	01/01/2025	01/01/2026	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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAA5324948-17	01/01/2025	01/01/2026	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			CUA5352033-17	01/01/2025	01/01/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	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		WWC3764261 (3a.) MA & NH	01/14/2025	02/16/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New of Hampshire
Milford Fish Hatchery
386 North River Road
Milford NH 03055

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

Joshua Pounds AAI, CRIS

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