



# New Hampshire Fish and Game Department

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JK

Stephanie L. Simek, Ph.D.  
Executive Director

March 19, 2025

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

### REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the NH Fish and Game Department to enter into a contract with DG Roofing Inc. (Vendor Code 162328) of St. Johnsbury, VT in the amount of \$333,630.00 to replace the roof on a Fish and Game Department building in Lancaster, NH effective upon Governor and Council approval through August 27, 2025. 75% Federal Funds, 25% Agency Income (Dedicated Funds).

Funding is available in account, Facility Maintenance, as follows:

	<u>FY25</u>
03-75-75-753520-21600000-048-500226 Contractual Maint.-Build & Grounds	\$250,223

Funding is available in account, OHRV Education, Training & Enforcement, as follows:

03-75-75-752520-11830000-103-500736 Contracts for Operational Services	\$ 43,407
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Funding is available in account, Search and Rescue, as follows:

03-75-75-752520-21120000-103-500736 Contracts for Operational Services	<u>\$ 40,000</u>
	\$333,630

### EXPLANATION

During a Federally declared disaster (December 17, 2023-December 21, 2023), the roof to a NH Fish and Game building was impacted by severe storms and high winds resulting in heavy duration of rainwater seepage causing interior and exterior damage to the roof. NHFGD was awarded a Federal Emergency Management Agency (FEMA) Public Assistance Grant in the amount of \$250,223. This building, located in Lancaster, is used by the Law Enforcement Division to store various types of equipment such as boats and OHRVs in the offseason.

As part of the Public Assistance Grant application process, in May of 2024, NHFGD solicited quotes from four roofing contractors including Prime Roofing Company who held the current state contract for roof repair services. Two of the contractors submitted quotes. Attached is a summary of the quotes solicited and received. Representatives from FEMA and HSEM determined that DG Roofing (Vendor Code 162328) should be selected for the project due to lowest repair quote as well as willingness and ability to provide mitigation work to prevent future damage.

FEMA Public Assistance Grants are 75% federally funded with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B & C to their grant agreement.

Respectfully submitted

Stephanie L. Simek Ph.D.  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

**DR 4761 - December 17-21, 2023: Severe Storm and Flooding - NH Fish and Game Department Public Assistance Grant**

**NHFGD Lancaster Armory Roof**

**Contractor**

**Quotes Requested/ Received**

DG Roofing  
St. Johnsbury, VT

Repair - \$174,125  
Mitigation - \$159, 505  
Total = \$333,630

Skyline Roofing  
Manchester, NH

Repair - \$206,200.00  
Mitigation – did not submit

Prime Roofing Company  
New Ipswich, NH

Did not submit

Rodd Roofing  
St. Johnsbury, VT

Did not submit

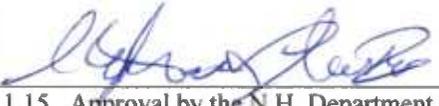
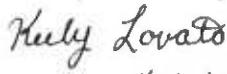
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 DG Roofing Inc.		1.4 Contractor Address 714 Portland Street St. Johnsbury, VT 05819	
1.5 Contractor Phone Number 802-748-5873	1.6 Account Unit and Class 20-07500-21600000 Class 48 - Contractual Maintenance, Bldgs & Grounds	1.7 Completion Date 8/27/2025	1.8 Price Limitation \$333,630.00
1.9 Contracting Officer for State Agency Major David Walsh		1.10 State Agency Telephone Number 603-271-1131	
1.11 Contractor Signature  Date: 3/3/25		1.12 Name and Title of Contractor Signatory Steve Gracie President, DG Roofing Inc.	
1.13 State Agency Signature  Date: 3/21/25		1.14 Name and Title of State Agency Signatory Stephanie Simek, Ph.D. Executive Director	
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: 03/28/25 Kedy Lovato			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**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.

**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 SB  
Date 3/3/25

**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 SG  
Date 2/2/25

## **EXHIBIT A**

### **Special Provisions**

- **As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.**
- **In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.**
- **The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.**
- **When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.**
- **The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.**
- **The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.**
- **The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.**
- **The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.**

- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## **EXHIBIT B**

### **Scope of Services**

The applicant will utilize contracts for repairs to the Lancaster Armory Building to restore facilities back to pre-disaster design, function and capacity within the existing footprint with in-kind materials.

#### **Roof Section A:**

- A. Install 1 IN isocyanurate insulation over existing roofing, mechanically fastened.
- B. Install new wood nailers at perimeters as needed.
- C. Install new .060 TPO mechanically fastened roofing system.
- D. Flash all roof projections.
- E. Install new 16 oz. copper edge flashings.
- F. Furnish inspection by manufacturer at end of project to ensure compliance with the manufacture's specifications.

#### **Roof Section B:**

- A. Install 2 IN isocyanurate insulation over existing roof, mechanically fastened.
- B. Install new wood nailers at perimeters as needed.
- C. Install new .060 TPO mechanically fastened roofing system.
- D. Flash all roof projections.
- E. Install new 16 oz. copper edge flashings.
- F. Furnish inspection by manufacturer at end of project to ensure compliance with the manufacture's specifications.

**Repair Work to be Completed Total: \$174,125.00**

## **Mitigation**

Mitigation consists of installing new TPO roofing material to protect building and equipment from future damage.

**(1) The contractor will install 2.5" isocyanurate insulation in place of 1" on section "A"**

**Cost is \$28,078.00.**

**(2) Contractor will tear down existing severely deteriorated chimney and repair hole in roof deck**

**Cost is \$10,600.00**

**(3) Additional copper drain inserts with tapered area towards drains Cost is \$2,400.00**

**(4) Addition of two new crickets to hasten water flow Cost is \$24,540.00**

**(5) Use heavier membrane fabric (Existing is .060 mil) to .080 mil Cost is \$12,800.00**

**(6) Material will be fully adhered not mechanically fastened as exist. Cost is \$29,087.00**

**(7) Install High density cover sheet to prevent damage Cost is \$52,000.00**

This work will result in: **Total of mitigation: \$159,505.00**

**EXHIBIT C**

**Grant Amount and Payment Terms**

Federal Award Information			
Disaster:	DR 4761 – December 17-December 21, 2023: Severe Storm and Flooding-Carroll, Coos, and Grafton Counties		
Federal Award Date:	12/17/2024		
Federal Award Identification Number (FAIN):	4761DRNHP00000101		
Federal Awarding Agency:	Federal Emergency Management Agency (FEMA)		
Subaward Information			
Unique Equity Identifier (UEI):	XVNEMFW345H9		
Project Title:	NHFGD - Armory Storage Building Roof		
Category of Work:	E - Buildings and Equipment		
Federal Award Type:	NH Internal Large Project		
Period of Performance (POP):	2/27/2024 - 8/27/2025	Budget Period:	12/17/2023 - 5/9/2026
Federal Share:	\$250,222.50	Non-Federal Share:	\$83,407.50
Total Award:	\$333,630.00		
Eligible for Payment:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
FFATA Required:	No		

**Payment Terms**

- Large project funding is based on documented actual costs. Due to the complexity and nature of large projects, work typically is not complete at the time of FEMA approval. Therefore, Large Projects initially are approved based on estimated costs. Funds generally are made available to the Applicant on a progressive payment basis as work is completed. When all work associated with the project is complete the State performs a reconciliation of actual costs and transmits the information to FEMA for final funding adjustments. Final funding will be obligated to the State following FEMA’s approval of the project and disbursed to the Applicant based upon submission of documentation of eligible costs.
- Reimbursement funds will be made available to the Subrecipient on a progressive payment basis as work is completed and invoices submitted through HSEM. When all work associated with the project is complete, the Recipient will award the remaining project funds.

# 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 DG ROOFING, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on April 23, 2007. 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: 576421

Certificate Number: 0007065401



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of February A.D. 2025.

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

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State

### 2025 ANNUAL REPORT

Filed
Date Filed: 1/13/2025
Effective Date: 1/13/2025
Business ID: 576421
David M. Scanlan Secretary of State

BUSINESS NAME: <b>DG ROOFING, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>576421</b>
STATE OF INCORPORATION: <b>Vermont</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>714 Portland Street Saint Johnsbury, VT, 05819, USA</b>	<b>NONE</b>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>Pelletier, Norman E.</b>
REGISTERED AGENT OFFICE ADDRESS: <b>2054 Whitefield Rd Box 413 Bethlehem, NH, 03574, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / Roofing contractor.</b>	

State of organization does not require Directors

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>Steven Richard Gracie</b>	<b>1576 Jamieson Road, Danville, VT, 05828, USA</b>	<b>President</b>
<b>Steven Gracie</b>	<b>714 Portland Street, Saint Johnsbury, VT, 05819, USA</b>	<b>President</b>
<b>Steven Gracie</b>	<b>714 Portland Street, Saint Johnsbury, VT, 05819, USA</b>	<b>President</b>
<b>Steven Richard Gracie</b>	<b>1576 Jamieson Road, Danville, VT, 05828, USA</b>	<b>Treasurer</b>
<b>Eli Gracie</b>	<b>96D Hogsback Drive, Bristol, VT, 05443, USA</b>	<b>Director</b>
<b>Steven Richard Gracie</b>	<b>1576 Jamieson Road, Danville, VT, 05828, USA</b>	<b>Director</b>

State of organization does not require Directors

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.	
Title: <b>President</b>	
Signature: <b>Steven Gracie</b>	
Name of Signer: <b>Steven Gracie</b>	

Certificate of Authority  
(For Sub Chapter S Corporation)

1. I [Signature], certify that I have been given authority by my partner, Eli Gracie, (as stated below), to enter into and sign contracts for DG Roofing, Inc.
2. I hereby further certify and acknowledge that the State of New Hampshire may rely on this certification as evidence that I have full authority to bind DG Roofing, Inc. and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.
3. I AGREE TO 1. and 2. ABOVE [Signature] (Eli Gracie).

[Signature]  
Contract Signatory Signature  
State of Vermont  
County of Caledonia

On this the 25 day of February, 2025 Sara Bunnell (Notary Republic),

Officers, personally appeared Eli Gracie (Eli Gracie) and Steven Gracie (Steven Gracie), know to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same for purpose therein contained. In witness whereof I hereto set my hand and official seal.

Notary Seal

01/31/2027  
Commission Expires



[Signature]  
Notary Republic Signature



DGROOFI-01

CWILBER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2025

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).

<b>PRODUCER</b> AssuredPartners New England, Inc. 38 Eastwood Drive, Suite 105 South Burlington, VT 05403	<b>CONTACT NAME:</b> Claire Wilber <b>PHONE (A/C, No, Ext):</b> (802) 456-4471 <b>FAX (A/C, No):</b> (802) 456-4471 <b>E-MAIL ADDRESS:</b> Claire.Wilber@AssuredPartners.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  DG Roofing Inc 714 Portland Street Saint Johnsbury, VT 05819	<b>INSURER A:</b> Continental Casualty Company <b>NAIC #</b> 20443
	<b>INSURER B:</b> Continental Insurance Company <b>35289</b>
	<b>INSURER C:</b> American Casualty of Reading PA <b>20427</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7064437088	4/12/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7064437074	4/12/2025	1/1/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7064437060	4/12/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	7064437091	4/12/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)  
Excluded Officers: Steven Gracie, Eli Gracie.

Project: NHF&G ARMORY BLDG, 532 MAIN STREET, LANCASTER, NH 03583

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Fish & Game Department 11 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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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