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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301
Telephone (603) 271-2789 FAX (603) 271-3584

March 23, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a **Retroactive** amendment to an existing contract (Contract #1074403) with artist Emily Boucher (VC #309185), Dover, NH for creation of artwork for the Merrimack County Superior Court in Concord, NH by extending the completion date from March 31, 2021 to October 31, 2021 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 24, 2020, Item #116A, and amended with Governor and Executive Council approval on October 7, 2020, Item #30. 100% Other Funds (Agency Income)

EXPLANATION

Pursuant to RSA 19-A:10, the Percent for Art Selection Committee commissioned Emily Boucher to create a bronze bas-relief entitled *The Mother of All Rivers* for the Merrimack County Superior Court. Ms. Boucher has finished the castings of the sculpture but has requested an extension in order to arrange for delivery and installation. As small business owners, many artists are experiencing supply chain delays to get materials. Additionally, due to the public health crisis, we are careful to schedule installations around non-public days at courthouses. We anticipate that this installation could take several days back-to-back which may make it more difficult to schedule; therefore, we are requesting a protracted extension. An amendment for the extension was not received in time to seek approval at an earlier Governor and Executive Council meeting; therefore, retroactive approval is being sought.

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

Respectfully submitted,

Sarah Stewart

Sarah L. Stewart
Commissioner

AMENDMENT OF P-37 CONTRACT AGREEMENT

The Department of Natural and Cultural Resources and Emily Boucher, hereby mutually agree to amend the contract to for creation of artwork for the Merrimack County Superior Court in Concord, originally approved by Governor and Executive Council on June 24, 2020 (Item #116A) with a completion date of September 30, 2020, and extended on October 7, 2020 (Item #30) with a completion date of March 31, 2021

1. Amend the contract by changing the completion date from March 31, 2021 to October 31, 2021;

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

3. This amendment is subject to approval by the Governor and Executive Council.

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

For the Contractor:

Emily Boucher — Date: 3/9/21

For the Department of Natural and Cultural Resources:

Virginia Lupi, Director
NH State Council on the Arts — Date: 3/14/21

Sarah L. Stewart, Commissioner — Date: 3/30/21

Approved as to form, substance and execution:

Attorney General
Michael Haley, Attorney — Date: 4/1/2021

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

EAMES INSURANCE SERVICES LLC
195 S. MAIN ST
NEWMARKET NH 03857

CONTACT NAME: TAYLOR D EAMES
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: TAYLOR@EAMESINSURANCE.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OHIO SECURITY (LIBERTY MUTUAL)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

EMILY AND BRYAN BOUCHER
DBA MOON POOL STUDIOS
5 SILVER ST DOVER NH 03820

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				BKS (21) 62 19 93 49	10/20/2020	10/20/2021	MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NH Department of Natural & Cultural Resources
172 Pembroke Rd,
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

Taylor D Eames

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

September 18, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a **Retroactive** amendment to an existing contract (Contract #1074403) with artist Emily Boucher (VC #309185), Dover, NH in the amount of $18,952 for creation of artwork for the Merrimack County Superior Court in Concord, NH by extending the completion date from September 30, 2020 to March 31, 2021 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 24, 2020, Item #116A. 100% Other Funds (Agency Income)

EXPLANATION

Pursuant to RSA 19-A:10, the Percent for Art Selection Committee commissioned Emily Boucher to create a bronze bas-relief entitled *The Mother of All Rivers* for the Merrimack County Superior Court. Ms. Boucher realized she would not be able to finish her artwork by the September 30, 2020 contract completion date and therefore requested an extension. However, an amendment for the extension was not processed in time to seek approval at an earlier Governor and Executive Council meeting and now retroactive approval is being sought.

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

Respectfully submitted,

Sarah L. Stewart
Commissioner

AMENDMENT OF P-37 CONTRACT AGREEMENT

The Department of Natural and Cultural Resources and Emily Boucher, hereby mutually agree to amend the contract to for creation of artwork for the Merrimack County Superior Court in Concord, originally approved by Governor and Executive Council on June 24, 2020 (Item #116A) and with a completion date of September 30, 2020, as follows:

1. Amend the contract by changing the completion date from September 30, 2020 to March 31, 2021;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

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

For the Contractor:

Emily Boucher — Date: 8/20/2020

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 20 day of August, before me Cassandra Mason the undersigned officer, personally appeared Emily Boucher, 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:

Cassandra Mason
Notary Public/Justice of the Peace\

My Commission Expires: 3/26/2020

For the Department of Natural and Cultural Resources:

Virginia Lupi, Director
NH State Council on the Arts — Date: 9/7/20

Sarah L. Stewart, Commissioner — Date: 9/21/2020

Approved as to form, substance and execution:

Attorney General
Attorney, Michael Haley — Date: 9/21/2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2019

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
Kennebunk Savings Insurance
50 Portland Road
PO Box 770
Kennebunk ME 04043

CONTACT NAME: Laurinda Moreno
PHONE (AC, No, Ext): (207) 985-2941 FAX (AC, No): (207) 985-3122
E-MAIL ADDRESS: laurinda.moreno@kennebunksavings.com

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

INSURED
Emily Boucher and Bryan Boucher
5 Silver St
Dover NH 03820

COVERAGES CERTIFICATE NUMBER: 19-20 Master 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: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			WS384616	11/15/2019	11/15/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

Dept of Natural and Cultural Resources.
19 Pillsbury St
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
Margaret Bugh

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

116A

June 16, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a contract with artist Emily Boucher (VC #309185), Dover, NH in the amount of $18,952 for creation of artwork for the Merrimack County Superior Court in Concord, NH effective upon Governor and Executive Council approval through September 30, 2020. 100% Other Funds (Agency Income)

Funding is available in account, State Art Fund, as follows:

	FY 2020
03-035-035-353510-41000000-054-500526 - Trust Fund Expenditures	$18,952

EXPLANATION

Pursuant to RSA 19-A:10, The Percent for Art Selection Committee (which is made up of representatives from the agency responsible for the building under construction, the project architect, a state legislator from the district where the building is located, a local representative, a professional artist, and representatives from the State Arts Council) recommends the following artist commission for the Merrimack County Superior Court.

Emily Boucher, consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 7, 2019, will create a bronze bas-relief entitled *The Mother of All Rivers*, six textured bronze panels framed with cherry hardwood. Three of the panels are rectangles and three are half circles located above each rectangle. The textures of each panel varies with the rectangles reminiscent of rippling water with leaves floating on the surface, the half circle sky elements of clouds and sun. The piece is meant to invoke a sense of calm and mirrors the architecture of the State House windows and dome.

The Attorney General's office has reviewed and approved this agreement as to form, substance and execution.

Respectfully submitted,

Sarah L. Stewart
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

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 State Council on the Arts		1.2 State Agency Address 19 Pillsbury St. Concord, NH 03301	
1.3 Contractor Name Emily Boucher		1.4 Contractor Address 5 Silver St Dover, NH 03820	
1.5 Contractor Phone Number 603.370.8210	1.6 Account Number 353510-41000000-406342	1.7 Completion Date September 30, 2020	1.8 Price Limitation $18,952
1.9 Contracting Officer for State Agency Sarah Stewart, Commissioner		1.10 State Agency Telephone Number (603) 271-2789	
1.11 Contractor Signature EM Boucher Date: 1/4/20		1.12 Name and Title of Contractor Signatory Emily Boucher, artist	
1.13 State Agency Signature Sarah Stewart Date: 2/11/20		1.14 Name and Title of State Agency Signatory Sarah Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Larrie A. Rucks Director, On: February 20, 2020			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jill Ruhm On: 2/26/20			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

State of New Hampshire
County of Strafford
1/4/2020

TRACY E. HUGHES
Notary Public, State of New Hampshire
My Commission Expires Aug. 23, 2022

Contractor Initials EB
Date 1/4/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials EB
Date 1/4/20

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials EB
Date 1/4/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials EB
Date 1/4/20

EXHIBIT A – Emily Boucher
Special Provisions

USE:
Once the Artwork is completed and becomes the property of the State, the State will not permit any use of the Artist's name or misuse of the Artwork which, in the State's opinion, would reflect discredit on the Artist's reputation or violate the spirit of the Artwork.

All preliminary data and research leading up to the execution of the final Artwork purchased by the State remain the sole property of the Artist.

The imagery developed by the Artist for the Artwork may continue to be used as the Artist chooses for other original works of art.

INSURANCE:
Section 14.1 pertaining to general liability is modified to so that the Comprehensive General Liability is $1,000,000 and $2,000,000 in aggregate.

Section 14.3 is modified so that the artist is responsible to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

REPRODUCTION:
The Division of the Arts shall have the right to reproduce the image of the Artwork for purposes of supporting and promoting New Hampshire arts and for publicity purposes such as within booklets, press releases, Division of the Arts Website, e-news, etc., with credit given to the Artist in all cases.

ASSURANCE:
The materials of the artwork and installation hardware shall remain free from all defects for a period of 60 days from the date of installation. Any defect noted within 60 days of the installation date shall be repaired by the Artist at his/her expense. The date and remedy of any repair shall be coordinated with and approved by the NHSCA staff. Any repair shall restore the artwork to a condition requiring minimal maintenance as originally stated in the Request for Proposals. Should the artist fail to remedy any defect within 60 days of notification of defect, the State may deem the artists in default and pursue legal remedies as provided in Section 8 of the P-37 Form.

Contractor Initials EB

Date 1/4/20

EXHIBIT B – Emily Boucher
Services

SERVICES & INSTALLATION

Consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 6, 2019, Emily Boucher will create and install at the Merrimack County Superior Court a bronze bas-relief *Mother of All Rivers* 3'1 ½" X3' ¾" X 2 ½".

Contract cost includes transportation and installation.

INSTALLATION:
An employee of the NHSCA will coordinate scheduling of transportation and installation of artworks and will be present onsite to assure contract compliance on the scheduled installation day. Installation shall take place during normal business hours and the artist agrees to take all reasonable precautions to avoid unsafe conditions for patrons and employees of the site.

The artist is required to arrive fully prepared for the installation of the artworks on the scheduled installation day.

A pre-installation site visit may be scheduled by NHSCA staff to help the artist assess installation requirements, as requested by the artist.

Contractor Initials EP

Date 1/4/20

EXHIBIT C – Emily Boucher
Payment

PAYMENT:

The Artist shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full payment for all services, materials, travel, delivery, and installation (if specified under Exhibit B) to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by Artist:

Commissions:

- First payment: Thirty-five percent (35%) of the amount referenced above shall be paid upon the effective date of this contract.
- Second payment: Thirty-five percent (35%) of the amount referenced above shall be paid when the project is seventy percent (70%) completed.
- Third and final payment: Thirty percent (30%) shall be paid after final acceptance by the State, wherein the State signifies that the Artwork has been completed.

Upon receipt and approval of the final invoice by the State, completion of an "Artist Worksheet" by the Artist detailing final information and recommendations for maintenance on the Artwork, and in consideration of the satisfactory performance of the services as determined by the State, the State shall consider this acceptance of the Artwork and submit invoice for processing.

The payment by the State of the full contract price shall be the sole compensation to the Artist for services and reimbursement to the Artist for all expenses, of whatever nature, in the performance of this contract and shall be considered complete. The State shall have no liability to the Artist other than the contract price.

Contractor Initials EB

Date 1/4/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2019

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
Kennebunk Savings Insurance
80 Portland Road
PO Box 770
Kennebunk ME 04043

CONTACT NAME: Laurinda Moreno
PHONE (207) 985-2941 FAX (207) 985-3122
E-MAIL laurinda.moreno@kennebunksavings.com

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

INSURED
Emily Boucher and Bryan Boucher
5 Silver St
Dover NH 03820

COVERAGES CERTIFICATE NUMBER: 19-20 Master 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: X POLICY PRO-JECT LOC OTHER:			WS384616	11/15/2019	11/15/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

Dept of Natural and Cultural Resources.
19 Pillsbury St
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

Margaret Bugh

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Emily Boucher

Mailing Address
5 Silver St
Dover, NH 03820

Studio Visits by Appointment
at Sanctuary Arts
117 Bolt Hill Rd
Eliot, ME 03903

[redacted]

[redacted]

MoonPoolStudios.com

Business Owner

Co-Owner, Moon Pool Studios, Dover, NH – 2015 - Present
Contractors in the fine art field specializing in the lost wax process of bronze casting & resin art casting · Husband & wife owned and operated · Mold making · Wax patterning · Sculpting · Project management · Main contract with Green Foundry in Eliot, ME where we have worked on projects for artists including Ann Hirsch, Michael Alfano, Jud Hartmann, Christopher Gowell, Erik Durant, Peter DeCamp Haines, Michael Locascio, Dave Cole, Pam Pindell & more · Some of the hundreds of bronze projects that we have made molds & wax patterns for include Archie by Valery Mahuchy located in Meredith, NH; Two children for the Bill Russell Legacy Project by Ann Hirsch located at City Hall Plaza, Boston, MA; *A Young Bull* by Michael Alfano located at the Ashland Public Library, Ashland, MA; The New Bedford Fishermen's Tribute Monument by Erik Durant located at the State Pier, New Bedford, MA; MA State Representative Tom Lopes Memorial Statue by Erik Durant located at the Tom Lopes Memorial Park, New Bedford, MA

Artist

Seller, Sanctuary Arts Open House & Art Fair; Eliot, ME – Dec 2, 2018
Artist, Chaya Studio Jewelry Holiday Benefit Pop-Up Shop; South Portland, ME – Nov 24-Dec 24, 2018
Artist, *Monozukuri: Japanese Inspired Works*, Arundel Farm Gallery; Arundel, ME – May 26-Jun 16, 2018
Seller, Sanctuary Arts Open House & Arts Fair; Eliot, ME – Dec 12, 2017
Seller, Another Anime Con, Raddison Hotel; Manchester, NH – Oct 14-16, 2016
Performer, Iron Guild (Performance Iron Casting); Eliot, ME – 2011-2013
Actor, Appearance as Iron Guild Member, Sekai no hate made itteq, a Japanese television variety show, Episode #207, Mac Steel; Rutland, VT – 2012

Work History

Instructor, Sanctuary Arts; Eliot, ME – 2017-Present
Origami Flowers Workshop; Upcoming, Spring, 2019
Direct Wax Sculpting; Summer, 2018
Rubber Mold Making for Artist; Fall, 2017

Graphic Design Assistant, Emerson College; Boston, MA – 2012-2013
Student assistant for Associate Professor Lisa Diercks of the Department of Writing, Literature & Publishing · Prepared student magazine projects for publication on issuu.com and WebCT/ Courses · Edited student magazines for consistency using Adobe Acrobat · Researched and copied articles for use in undergraduate and graduate graphic design courses

Education

Keene State College; Keene, NH – BA English, minor in Writing, 2009
Emerson College; Boston, MA – MA Publishing & Writing, 2013

Volunteer Work

Nonprofit Volunteer Board Member, Friends of Aomori; Portland, ME – Jun 2018-Present
Fundraising Committee Member · Programs Committee Member · Identification of potential donors, fundraiser opportunities and ideas for sharing information about the sister-state relationship between Maine & Aomori Prefecture, Japan · Participation in packing and shipping Maine-Aomori Printmaking Society artist prints to Japan for exhibition · Making origami flowers to give out with donations · Manning tables & giving out historical & cultural information about Aomori Prefecture & its relationship with Maine

Volunteer, Dover Public Library; Dover, NH – Apr-Nov, 2017
Worked toward the identification and labelling of book series throughout the library · Applied color coded stickers, numbered, applied tape and rearranged books in series order on shelves · Identified and marked series through use of NoveList, Koha Reports, and Excel documentation

English Tutor, Dover Adult Learning Center; Dover, NH – Feb-Nov 2017
Tutored for the ATI's Test of Essential Academic Skills (Reading & English and Language Usage Sections) & for advanced English language learners

Book Processing Volunteer, Concord Public Library; Concord, NH – May 2010 - Apr 2011
Stamped, labeled, and applied book jackets to new books · Mended books with cracked spines and torn pages/book jackets

Past Internships

Spring Intern, Publishing Works; Exeter, NH – Feb - Apr 2011
Took in-house inventory · Wrote and edited book copy · Researched and contacted potential book reviewers, buyers, and locations for author signings and readings

Archives Intern, American Independence Museum; Exeter, NH – May - Sep 2010
Catalogued the museum's collection of paper archives related to the Society of the Cincinnati of NH

References

Lauren Dow, Green Foundry. Contact: greenfoundry@gmail.com
Christopher Gowell, Sanctuary Arts. Contact: christopher@sanctuaryarts.org