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

172 Pembroke Rd CONCORD, NEW HAMPSHIRE 03301
Telephone (603) 271-2789 FAX (603) 271-3584

109

August 28, 2023

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

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a contract with artist Gordon Carlisle (VC #174949), Eliot, ME in the amount of $11,500 for creation of artwork for the Department of Environmental Services Dam Bureau, Concord effective upon Governor and Council approval through July 31, 2024. 100% Other Funds (Agency Income).

2. Further authorize an advance payment in the amount of $4,025 to the artist in accordance with the terms of the contract effective upon Governor and Council approval. 100% Other Funds (Agency Income).

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

	FY 2024
03-035-035-353510-41000000-054-500526 - Trust Fund Expenditures	$11,500

EXPLANATION

Pursuant to RSA 19-A:10, the Selection Committee for the Department of Environmental Services Dam Bureau recommends the following artist commission for the Operations and Construction Facility.

Gordon Carlisle consistent with the Request for Proposals dated January 14, 2023 and reflected in the artist's proposal received on June 17, 2023, will paint and install an artwork measuring 48"x 60"inches depicting historical images of dam construction.

In addition to being posted on our website, Percent for Art Request for Proposals are widely distributed on our social media outlets, with regional and national partners and to our email newsletter subscribers. In response to the Request for Proposals, we received 13 submissions from 14 artists (one team). The percentage of artist from NH was 85% and the percentage of artists from out of state was 15%.

The Selection Committee, pursuant to RSA 19 A:10, reviewed the proposals and made recommendations for the selection based on these criteria:
• Quality of the design concept
• Appropriateness of the proposed design concept and mediums to the stated themes
• Suitability of the proposed artwork to the location
• The artist's ability to carry out the commission, to keep the project within budget, and to complete and install the work on schedule.

Assessment was also based on evidence of successful projects undertaken and completed in the past as noted in the artist's resume and work samples.

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

Respectfully submitted,

(SH)

Sarah Stewart

Sarah L. Stewart
Commissioner

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 New Hampshire State Council on the Arts		1.2 State Agency Address 172 Pembroke Rd, Concord, NH 03301	
1.3 Contractor Name Gordon Carlisle vendor# 174949		1.4 Contractor Address [redacted]	
1.5 Contractor Phone Number 603.431.3639	1.6 Account Unit and Class 41000000 -054 500526	1.7 Completion Date 7/31/2024	1.8 Price Limitation $11,500
1.9 Contracting Officer for State Agency Cassandra Mason, Grants Officer		1.10 State Agency Telephone Number 603.271.2789	
1.11 Contractor Signature Date: 7/17/23		1.12 Name and Title of Contractor Signatory Gordon Carlisle, Artist	
1.13 State Agency Signature Sarah Stewart Date: 8/30/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Lorrie A Rudis Director, On: 8/24/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Sheri Phillips , AAG On: 8/31/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GC
Date 7/17/23

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 GC
Date 7/13/23

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 GC
Date 7/17/23

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 GC
Date: 7/17/23

EXHIBIT A – Gordon Carlisle
Special Provisions

USE:

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

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

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

INSURANCE:

The insurance limits that are contained in section 14.1.1 pertaining to pertaining to general liability are adjusted to $500,000 each occurrence and $1,000,000 general aggregate.

REPRODUCTION:

The Division of the Arts shall have the right to reproduce the image of the Artworks 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 artworks and installation hardware shall remain free from all defects for a period of 90 days from the date of installation. Any defect noted within 90 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 artworks 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 GC
Date 7/17/23

EXHIBIT B – Gordon Carlisle

Services

SERVICES:

Consistent with the Request for Proposals dated January 14, 2023 and reflected in the artist's revised proposal received on June 17, 2023, Gordon Carlisle will create an artwork comprised of a central painted image of buildings and river, with hand wheel behind and supporting painted images of workman using a log hook; using a rebar tie tool; map of the river and dam site, with lettering and view of the newly completed dam, 1894. The painting will be done in acrylic paints on a pre-prepared DiBond aluminum panel measuring 48" H x 60" W. Once painted, it will be varnished with two coats of Winsor/Newton satin and matte varnishes, mixed 50/50.

INSTALLATION:

An employee of the NHSCA will coordinate scheduling of installation of artwork 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 GC
Date 7/17/23

EXHIBIT C – Gordon Carlisle

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 A) 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:

Payment Schedule for 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 GrC
Date 7/17/23

GORDON CARLISLE

Studio and Mailing Address: [redacted]
info@gordoncarlisle.com or gordon@gordoncarlisle.com
www.gordoncarlisle.com
[redacted]

SELECTED PUBLIC ART COMMISSIONS

2021 Three history-based murals for the Milford District Court, Milford, NH: "The Story of the Columns" (30' sq.), "Swing Bridge Panorama" (30' sq.) and "Our Double Arch Bridge" (31.2' sq.): a New Hampshire State Council on the Arts Percent for Art grant – 91.2' sq., total

2020 Two commissioned landscape paintings for the Merrimack Superior Court, Concord, NH: "Catamount Pond, Bear Brook Park" (29.24' sq.) and "Summer Along the Contoocook" (20' sq.): a New Hampshire State Council on the Arts Percent for Art grant – 49.24' sq., total

2020 "The Little Androscoggin at South Paris," Oxford County Superior Court, South Paris, ME: a Maine Arts Commission Percent for Art grant to create a large landscape for Lobby B of the new wing – 36.7' sq.

2018 –19 "From Bald Rock Mountain, Lincolnville," Waldo Justice Center, Belfast, ME: a Maine Arts Commission Percent for Art grant to create a large landscape painting for the entrance to their new courthouse – 26.7' sq.

2017 "Family Wall," York Hospital, York, ME: a corridor mural incorporating patient and family sentiments, in their handwriting, about their various experiences of being treated at the hospital – 147.5' sq.

2015 Portsmouth Middle School, Portsmouth, NH: re-creation of the sky and clouds mural for the ceiling of the interior rotunda – 132' sq.

St. Peter's Roman Catholic Church, Portland, ME: four mural adaptations for the church's transepts - 264.6' sq., total

2012 "Columbus Day Hike Up Rattlesnake," Fourth District Court, Laconia, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a four-panel, panoramic mural for the second floor waiting area - 69' sq.

See Page 2 for more Selected Public Art Commissions

"The Dance Hall Mural," The Dance Hall, Kittery, ME: commission by owner Cary Mabley to paint a WPA-style, four-panel mural for the entrance lobby – 67′ sq.

"Community," John Stark Regional High School, Weare, NH: one-month residency assisting students with the design and painting of their exterior mural – 295′ sq.

South Berwick Public Library, South Berwick, ME: commission to re-create two water-damaged, decorative ceiling panels – 125′ sq., each

2011 "A Delicate Balance," Hampton Beach State Park, Hampton Beach, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a mural for the new Seashell Complex Conference Room, depicting the ecological challenge presented by our use of and proximity to this outstanding natural area – 101′ sq.

"Summer on the Souhegan," Merrimack Court, Merrimack, NH: New Hampshire State Council on the Arts Percent for Art grant to create a landscape painting for the second floor waiting area – 24′ sq.

2010 St. John's Episcopal Church, Portsmouth, NH: restoration of 1800s trompe-l'oeil mural and plaster work in the church's sanctuary and upper proscenium

2009 "Christa and Alan: Space Explorers!" McAuliffe-Shepard Discovery Center, Concord, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a two-panel homage to Christa McAuliffe and Alan Shepherd, stylized to emulate science fiction comics of the 1940s and 1950s

2008 The Somersworth Mural, Constitutional Way, Somersworth, NH: New Hampshire Community Arts Residency leading to the creation of an exterior wall mural depicting Somersworth's "Proud Past, Bright Future" – 1493′ sq.

2007 "The School by the River," Washington County Community College, Calais, ME: Maine Arts Commission Percent for Art grant to paint five panels for the main entry rotunda – 160′ sq.

2006 "Rough Crossing," Youth Development Center, Manchester, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a nine-panel, narrative mural for the dining hall – 216′ sq.

2005 The Portsmouth Brewery, Portsmouth, NH: entryway mural – 47.5′ sq.

See Page 3 for more Selected Public Art Commissions

2003–04 St. Peter's Roman Catholic Church, Portland, ME: four mural adaptations of Renaissance artworks for the church's sanctuary, depicting stages in the life of Saint Peter, plus lettering and decorative painting – 743′ sq., total

2002 "Windows Coming Home," The New Hampshire Veterans Home, Tilton, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a trompe-l'oeil mural for the entrance corridor wall – 83′ sq.

2001 New Hampshire Department of Fish and Game, Concord, NH: ten murals for the department's Discovery Center, depicting the seasons and natural history of the state – approx: 1300′ sq., total

2000 "Memory Lane," New Hampshire Hospital, Concord, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a mural for an interior corridor wall – 154′ sq.

1999 "Moosilauke Triptych," Glencliff Home for the Elderly, Benton, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a panoramic mural for one of the home's dining areas – 103′ sq.

1998 "Medicine Wheel," Planned Parenthood, Boston, MA: interior wall mural depicting the history of the organization – 120′ sq.

1997 "Granite State Patchwork," (Private commission): three interior wall murals depicting the natural and industrial landscape of New Hampshire – 180′ sq., total

Sandy Point Discovery Center, Stratham, NH: interior wall mural – 63′ sq.

1996 Seacoast Export, Inc., Humarock, MA: modular display booth for international marketing – 182′ sq.

1995 Waterworks, Nashua, NH: four interior wall murals – 197′ sq., total

Exeter Hospital, Exeter, NH: mural triptych – 66′ sq., total

North Hampton Elementary School, North Hampton, NH: interior mural, commissioned by graduating students – 136′ sq.

Muddy River Smokehouse, Portsmouth, NH: interior wall mural – 936′ sq.*

1993 College of the Holy Cross, Fenwick Chapel, Worcester, MA: re-creation of the early 20th century decorative painting scheme on the ceiling and walls – approx. 10,000′ sq.*

See Page 4 for more Selected Public Art Commissions

1992 "The Sky's the Limit," Laura E. Richards Elementary School (MSAD 11), Gardiner, ME: Maine Arts Commission Percent for Art grant to paint a mural on the ceiling and walls of the library/media center – 346' sq.*

Police Standards and Training Facility, Concord, NH: interior trompe l'oeil mural designed to aid in tactical training procedures – 3,260' sq.*

Grace Episcopal Church, New Bedford, MA: re-creation of the original 19th century paint and stenciling scheme on the ceiling, nave, sanctuary, chapel, lobby and foyer (in association with Design and Conservation of New Bedford)*

1991 Barnstable County Superior Courthouse, Barnstable, MA: re-creation of the original Victorian stenciled design on the courtroom ceiling and entablature (in association with the Society for the Preservation of New England Antiquities)*

1990 Benton Elementary School (SAD 49), Benton, ME: Maine Arts Commission Percent for Art grant to paint six murals in the general entrance lobby on oversized, wooden jigsaw puzzle pieces. Working in collaboration with students and teachers, we created six murals depicting the natural history of the Kennebec region – 408' sq., total*

1989 Hyatt Regency Hotel, Dulles Airport, Washington, DC: four murals for the hotel restaurant – 158' sq., total*

1988 "When You Plant a Seed," New Hampshire Pavilion of the Eastern States Fairgrounds, West Springfield, MA: interior mural depicting New Hampshire's agribusiness (created in association with the New Hampshire Department of Agriculture) – 1,339' sq.*

1987 "Lest We Forget (The Manchester Mural)," 149 Hanover Street, Manchester, NH: exterior mural depicting Manchester's past, present and future (created in association with United Savers Bancorp and the Greater Manchester Chamber of Commerce; destroyed 2005) – 3,384' sq.*

1986 New Hampshire Savings Bank, Concord, NH: interior trompe l'oeil mural behind the bank's teller line – 744' sq.*

1985 Christ the King Church, Ludlow, MA: acted as artistic director for the 18-month complete interior redecoration of this Polish Catholic church (figurative, trompe l'oeil and decorative painting) – approx. 10,000' sq.

* *Specified projects completed in association with Mural Works*

See Page 5 for Solo Exhibitions and Group Exhibitions

SOLO EXHIBITIONS

2015 George Marshall Store Gallery, York, ME

2009 Kimball/Jenkins Estate, Concord, NH
Tredwell Contemporary Art, Portsmouth, NH

2008 Firehouse Center for the Arts, Newburyport, MA

2005 The Music Hall, Portsmouth, NH

1994 Cape Neddick Inn, Cape Neddick, ME

1993 Off the Wall Gallery, Santa Fe, NM

1991 Manchester Institute of Arts and Sciences, Manchester, NH

1990 McGowan Fine Art, Inc., Concord, NH

1989 O'Farrell Gallery, Brunswick, ME

1980 Knickerbocker Country Club, Tenafly, NJ

GROUP EXHIBITIONS

2018 "At Ease," George Marshall Store Gallery, York, ME

2017 "Home," 440 Gallery, Brooklyn, NY

2016 "Personal is Political is Personal," 440 Gallery, Brooklyn, NY

2015 "Flight!" Children's Museum of New Hampshire, Dover, NH

2013 "Bridging the Piscataqua" Discover Portsmouth Center, Portsmouth, NH

"Off the Wall: Satire in Contemporary American Art" Richard Boyd Gallery, Peaks Island, ME

"Labor: the Art of Work," Richard Boyd Gallery, Peaks Island, ME

"Paste & Pages," Harlow Gallery, Hallowell, ME

2011 "The Man Show," Three Graces, Portsmouth, NH

2010 "Flights of Imagination," Children's Museum of New Hampshire, Dover, NH
"Hold Everything," George Marshall Store Gallery, York, ME

See Page 6 for more Group Exhibitions

"Teeny Tiny," Three Graces, Portsmouth, NH
"Seventeen," de Castellane Gallery, Brooklyn, NY

2008 "A Gathering of New Hampshire Visual Arts Fellows: 1999-2009," Sharon Arts Center, Peterborough, NH

2007 "Enormous/Tiny," Nahcotta Gallery, Portsmouth, NH

2006 "What is Home?" Nahcotta Gallery, Portsmouth, NH

2005 "Landscape," Nahcotta Gallery, Portsmouth, NH
"Theatre Arts," 100 Market Street Gallery, Portsmouth, NH
New Hampshire Institute of Art Biennial, Manchester, NH

2003 "Applied Arts," 100 Market Street Gallery, Portsmouth, NH
"Encounter Surrealism," Sanctuary Arts, Eliot, ME

2001 "Stone Books," Nahcotta Gallery, Portsmouth, NH
"From Wyeth to Welliver," Currier Gallery of Art, Manchester, NH
"Buttonworks," George Marshall Store Gallery, York, ME

2000 "New England Views: Real and Imagined," Currier Gallery of Art, Manchester, NH

1999 "Hunting in the Maine Woods," O'Farrell Gallery, Brunswick, ME

1998 Ogunquit Art Association, Ogunquit, ME

1995 "New Directions," Barrett House Gallery, Poughkeepsie, NY
Manchester Institute of Arts and Sciences Biennial, Manchester, NH

1994 "Artists Invite Artists," Kingston Gallery, Boston, MA

1992 "Imperiled Shores," Baxter Gallery, Portland School of Art, Portland, ME
"Body Language II," St. Paul's School, Concord, NH

1991 Opus 71 Gallery, Hollis, NH
Belknap Mill Gallery, Laconia, NH
"Body Language I," Lamont Gallery, Phillips Exeter Academy, Exeter, NH
North Dakota Print and Drawing Annual, University of North Dakota, Grand Forks, ND
St. Anselm College, Manchester, NH

See Page 7 for more Group Exhibitions, and for Awards

1989 Cambridge Art Association, Cambridge, MA
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)

1988 Currier Museum of Art, Manchester, NH
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)

1987 Walt Kuhn Gallery, Cape Neddick, ME
Manchester Institute of Arts and Sciences, Manchester, NH
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)

1986 Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)

1984 University of New Hampshire Art Gallery, Durham, NH
Vaughan Art Gallery, Portsmouth, NH
Currier Museum of Art, Manchester, NH
Silvermine Guild Center for the Arts, New Canaan, CT
State Street Gallery, Portsmouth, NH

1983 Manchester Institute of Arts and Sciences, Manchester, NH
Plymouth State College Art Gallery, Plymouth, NH
Silvermine Guild Center for the Arts, New Canaan, CT
State Street Gallery, Portsmouth, NH

1982 Café Pétronella, Portsmouth, NH
Alley Gallery, Portsmouth, NH
Prescott Park Arts Festival, Portsmouth, NH

1981 Martello Art and Historical Society, Key West, FL

AWARDS

2007 New Hampshire Art Association's "Vision and Voice: Art as Social and Political Commentary," Grand Prize winner

2004 Maine Arts Commission, "Good Idea Grant"

2003 New Hampshire Chronicle, WMUR-TV, Manchester, NH (profiled as a mural artist)

1999 New Hampshire State Council on the Arts, Individual Artist Fellowship

See Page 8 for more Awards, and for Collections and Representation

1997 The New Hampshire Creative Club, Award for Creative Excellence (in association with Brown and Co. Graphic Design, Inc., Portsmouth, NH)

1996 Graniteer Award for Best in New Hampshire Advertising Design (in association with Brown and Co. Graphic Design, Inc., Portsmouth, NH)

1988 Prescott Park Arts Festival, Portsmouth, NH: Best in Show

1981 Key West Art Center Festival, Key West, FL: Best in Show

COLLECTIONS

Bates College, Lewiston, ME

Chubb Life Insurance Company, Concord, NH

Currier Museum of Art, Manchester, NH

Deloite and Touche, Boston, MA

Fidelity Investments, Merrimack, NH

Holland, Mark and Martin, Boston, MA

Massachusetts General Hospital, Boston, MA

New Hampshire Department of Revenue, Concord, NH

Ronald Furst and Diane Taylor, York, ME

G. Merrick and Alexandra McCabe, Buxton, ME

Richard L. Schumann, Conway, NH

REPRESENTATION

CaFE (CallForEntry.org)

Cambridge Arts Council, Cambridge, MA

Maine Arts Commission, Augusta, ME

New Hampshire State Council on the Arts, Concord, NH

UrbanArts, Boston, MA

See Page 9 for Publications

PUBLICATIONS

2018 **Nature by Design: The Practice of Biophilic Design,** Stephen Kellert Yale University Press, New Haven, CT (featured as a muralist in a hospital setting)

2016 **The Last Run,** Stephen Clarkson, Peter E. Randall Publisher, Portsmouth, NH (cover art)

Through the Eyes of a Soldier, Robert Simmonds, Peter E. Randall Publisher, Portsmouth, NH (cover art)

2015 **Rudolfoletto, A Christmas Operetta for Gifted Reindeer,** Douglas Lanphier Wheeler, Peter E. Randall Publisher, Portsmouth, NH (children's book cover art and illustrations)

2014 **T.J. Retlaw,** Captain Frank Bohica, METO Power Press (interior illustrations)

2011 **Birthright of a True Humanity,** Stephen Kellert, Yale University Press, New Haven, CT

2009 **Image Art Workshop,** Paula Guhin, Creative Publishing International

2008 **Music and Motion Manual: the 1930's,** Susan Reid / Music and Motion Co., Eliot, ME (cover art and interior illustrations)

2007 **Music and Motion Manual: the 1920's,** Susan Reid / Music and Motion Co., Eliot, ME (cover art and interior illustrations)

2006 **Patriot's Reward,** Stephen Clarkson, Peter E. Randall Publisher, Portsmouth, NH (cover art)

2005 **Art on the Walls: Murals in New England,** RJD Enterprises, Rehoboth, MA

Collage Sourcebook: Exploring the Art and Techniques of Collage, Rockport Publishers, Gloucester, MA

2001 **Quest For Liberty,** Robert Rowe, Peter E. Randall Publisher, Portsmouth, NH (cover art)

2002 **The Café Review,** Yes Books, Portland, ME

River City: "The Elvis Issue," Department of English, University of Memphis, Memphis TN

See Page 10 for more Publications, and for Theatrical and Musical Collaborations

2001 **Finding Balance: A Field Guide for Planning,** Cooperative Institute for Coastal and Estuarine Environmental Technology, University of New Hampshire Video Services, Durham, NH (CD-ROM using interactive illustrations)

The Café Review, Yes Books, Portland, ME

1997 **Portrait Inspirations,** Quarry Books, Rockport, MA

Crow Milk: Poems by Rick Agran, Oyster River Press, Durham, NH (cover art and illustrations)

1996 **Collage Art,** Jennifer L. Atkinson, Quarry Books, Rockport, MA

The Best of Acrylic Painting, juried by Alfred M. Duca and Lynn Loscutoff, Quarry Books, Rockport, MA

Eye of the Glider: Shadow on Cape Cod, Robert D.B. Carlisle, Stageneck Publications, Chatham, MA (cover painting and illustrations)

1993 **In the Land of the Lotus Eaters,** Robert D.B. Carlisle, Stageneck Publications, Chatham, MA (cover painting and illustrations)

1980 **The Lenni Lenapes Always Came Home,** Robert D.B. Carlisle, Noryb Ventures Publications, Montclair, NJ (cover art and illustrations)

THEATRICAL AND MUSICAL COLLABORATIONS

2017–18 **Makin' Whoopie! Ida LeClair's Guide to Love and Marriage,** Poolyle Productions: editor, poster design

2013 **Cape May,** Kent Stephens StageForce: set designer

2012 **I Married an Alien!** Poolyle Productions: editor, publicity designer

Red, The Public Theatre: scenic painter

2010 **The Moose in Me, the Moose in You!** Poolyle Productions: editor, set designer

2009–10 **Lamplight Dialogues: A Nighttime Journey Into the Ghost Lives of Puddle Dock,** Harbor Light Stage: actor, composer, musician

2009 **A Very Ida Christmas,** Poolyle Productions: editor, set and publicity designer

Mid-life Crisis Cabaret, Poolyle Productions in collaboration with Pat Spalding: co-creator (actor, song composer and musician, set and publicity designer)

See Page 11 for more Theatrical and Musical Collaborations, and for Video Voice-Over and On-Camera Work

Creekman, Harbor Light Stage: scenic designer and painter

2008 **Shutting Up Peggy Lee,** Poolyle Productions: editor, set designer

Urinetown, Brewster Academy: scenic designer and painter

Pirates or Patriots? Harbor Light Stage: scenic designer and painter

2005 **Ida's Havin' a Yard Sale!** Poolyle Productions: co-creator (editor, theme song composer and musician, set and publicity designer)

2003 **Pardon My French!** Poolyle Productions: musical composer, musician, voices and sound effects technician, graphic designer, researcher

2002 **Yellowjackets,** with Susan Poulin as part of "Reflections on 9/11, a Gift to the Community" at the Portsmouth Music Hall: writer and performer

2000–01 **Frog Stuck in the Ice: A Franco-American Story,** with Susan Poulin and Michael Parent, commissioned by L/A Arts: editor, actor

1998–99 **Spousal Deafness and Other Bones of Contention,** Poolyle Productions: co-creator (co-writer, musical composer, musician, actor, set and graphic designer)

1998 **A Dragon in George's Park,** with Susan Poulin, commissioned by the Greater Piscataqua Community Foundation to promote their Arts Builds Community project: co-creator (co-writer, actor, musician, set designer)

1997 **Ida: Woman Who Runs With the Moose,** Poolyle Productions: co-creator (co-writer/editor, set and graphic designer, musical composer)

1995–96 **In My Head I'm Thin,** Poolyle Productions: co-creator (co-writer/editor, set and graphic designer, musical composer, musician, actor)

1993 **Cleaning House,** with Susan Poulin: set and graphic designer, director

1992 **The Perfect Match,** with Susan Poulin: set and graphic designer, director

1989 **GLJ: Take It To The Bridge,** with Linda and John Ellison, 12-song cassette: composer, producer, arranger, musician, art designer

VIDEO VOICE-OVER AND ON-CAMERA WORK

2005 **It's Who You Know,** for WMTW, Channel 8 (Maine) and Morgan, Smith and Cronin: OC work

See Page 12 for more Video Voice-Over and On-Camera Work, and for Work Experience and Education

2002 **Plants: They Grow on You!** University of New Hampshire Video Services: OC work

Stormwater Runoff: There Is No Away, University of New Hampshire Video Services, for Seacoast Stormwater Coalition: OC host

Yellowjackets, with Susan Poulin, for Maine Public Radio and Rocky Coast Radio Theatre's "Reflection on September 11th": performed original radio theatre

1999 **Get Your 30,** for University of New Hampshire Cooperative Extension: OC work

1998 **QuickBooks for Accountants** and **QuickBooks for Small Business Owners,** for Advanced Learning Systems: OC work

Making Ends Meet, for NH Department of Welfare: OC work

Get Milk! a dairy employee best practices videotape for The George Walker Trust, winner of CINE Golden Eagle Award: OC work

1989 –01 Technical video presentations for The Foundation for Seacoast Health, Itran Corporation, Acuity Imaging Inc., Impec Corp., Northeast Robotics, I.D. Matrix Corp., and Computer Identics (all through Sarian Scientific Video): VO work

WORK EXPERIENCE

1973 — present
Freelance artist, offering a wide range of artistic services, including murals, paintings, portraits, graphic design and illustration, scenic painting, sign painting and residential decorative painting

1984 — 1994
Mural Works, Portsmouth, NH: partner, designer and painter of interior and exterior murals and decorative wall treatments throughout New England

1977 — 1981
Street portraitist, Rue St. Amable, Montreal, PQ, Canada

1973 — 1975
Silver Brothers, Capitola, CA: partner, designer and screen printer, designing and printing creative commercial imagery on fabric and paper

EDUCATION

1973 San Francisco Art Institute, San Francisco, CA: B.F.A., Printmaking

ACORD

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INSURER C:	
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INSURED
Gordon Carlisle & Susan Poulin
[redacted]

COVERAGES CERTIFICATE NUMBER: 0080023142 REVISION NUMBER: 2016-03

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A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER:	X	X	BLS58860292	09/16/2023	09/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 300,000 $ 15,000 $ 500,000 $ 1,000,000 $ 1,000,000 $
	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 EXCESS LIAB OCCUR 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)

CERTIFICATE HOLDER

Dept. of Natural and 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
Curtis Luken

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