



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 10, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services, to enter into a **Sole Source** and **Retroactive** contract with D. L. King & Associates, Inc., (VC# 168979) Merrimack, New Hampshire, for a total price not to exceed \$80,000 to Provide and Install New Concrete Foundation and Concrete Apron (flatwork) around the new foundation for a new permanent memorial to be located on the State House Plaza, 107 North Main Street, in Concord, NH, effective **retroactive** to July 1, 2024, upon Governor and Council approval through September 1, 2024. **100% General Funds.**

Funding is available in account, Christa McAuliffe Memorial Fd:

03-35-35-350010-63730000 – Christa McAuliffe Memorial Fund **FY2025**

103-502664 – Contracts for Op Services **\$80,000**

EXPLANATION

This contract is a **Sole Source** and **Retroactive** because it was initially thought that another vendor with whom the State currently has a Governor and Council approved excavation contract would be able to do the work. However, that vendor declined based on availability. Given the time constraint for the unveiling of the statue, there was not enough time to go out to bid so The Department of Administrative Services (DAS) in partnership with the Department of Natural and Cultural Resources (DNCR) selected DL King to do the work. This contract will allow them to provide and install new concrete and concrete apron (flatwork) around the new foundation for the permanent memorial to be erected.

In accordance with Executive Order 2023-02 dated February 14, 2023, which established the Christa McAuliffe State House Memorial Commission, a permanent memorial is to be designed and erected on the front portion of the New Hampshire State House and State House grounds and a formal unveiling is to be held on or before September 2, 2024.

Due to the satisfactory nature of the business relationship to date, the Department of Administrative Services requests approval of this **sole source retroactive** contract. A copy of the Executive Order is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus".

Charles M. Arlinghaus
Commissioner



CHRISTOPHER T. SUNUNU
Governor

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER SUNUNU, GOVERNOR

Executive Order 2023-02

An Order Establishing the Christa McAuliffe State House Memorial Commission

WHEREAS, Sharon Christa McAuliffe was born on September 2, 1948 and began her teaching career in 1970; and

WHEREAS, Christa McAuliffe taught history and English in Concord and Bow before taking a social studies teaching job at Concord High School in 1983 where her responsibilities included teaching American history, law, economics and a self-designed course titled "The American Woman"; and

WHEREAS, In 1984, President Ronald Reagan announced the Teacher in Space Project, and Christa was selected out of over 11,000 applicants to become the first educator astronaut in space; and she was one of seven crew members of Space Shuttle Challenger mission STS-51-L; and

WHEREAS, on January 28, 1986, just 73 seconds after launch, tragically, the Challenger exploded and all seven crew members were lost; and

WHEREAS, Christa was never afforded the opportunity to teach the lessons she planned during that mission, her motivation to open minds, her emphasis on experiential learning and her belief that "I touch the future, I teach," continues to guide the McAuliffe-Shepard Discovery Center's design of educational programs and exhibits; and

WHEREAS, Christa's legacy as a selfless and courageous New Hampshire educator and astronaut continues to inspire granite stater's to reach new heights and never stop exploring.

NOW, THEREFORE, I, CHRISTOPHER T. SUNUNU, GOVERNOR of the State of New Hampshire, by the authority vested in me by Part II, Article 41 of the New Hampshire Constitution, do hereby order, effective immediately, that:

1. There is hereby established the Christa McAuliffe State House Memorial Commission to study, design, and oversee construction of a permanent memorial on state house grounds.
2. The Christa McAuliffe State House Memorial Commission shall:

- a. Study the best location on the front facing portion of state house grounds to affix the permanent memorial.
 - b. Select an artist to design and upon the Commission's approval, craft the permanent memorial.
 - c. See that the memorial is permanently placed on the front facing portion of the New Hampshire State House on State House grounds.
 - d. Organize a formal unveiling on the permanent memorial on or before September 2, 2024.
 - e. Work with the Department of Natural and Cultural Resources to complete and dedicate the memorial.
 - f. Remain in existence upon the completion of the Christa McAuliffe memorial for the purpose of overseeing maintenance and approving any changes to the memorial.
3. The Christa McAuliffe State House Memorial Commission shall consist of the following:
- a. The then incumbent Governor or his or her designee;
 - b. Two members of the house of representatives, appointed by the speaker of the house of representatives;
 - c. One member of the senate, appointed by the president of the senate;
 - d. The executive director of the McAuliffe Shepard Discovery Center, or his or her designee;
 - e. The commissioner of the department of natural and cultural resources, or his or her designee;
 - f. The commissioner of the department of administrative services, or his or her designee; and
 - g. Three public members appointed by the incumbent Governor.
4. Each of the appointed members shall serve at the pleasure of the Governor for a term of three years, and until a successor has been appointed.
5. A majority of the members shall constitute a quorum.
6. The incumbent Governor or his or her designee shall serve as Chairperson. The Chairperson shall preside at all meetings of the Commission and shall exercise overall supervision of the Commission.
7. Commission members shall perform their duties without compensation and shall not be entitled to reimbursement for expenses incurred in attending meeting of the Commission.
8. The first meeting shall occur on or before thirty days after the issuance of this Order and as frequently as the Chair determines thereafter.

9. All meetings of the Commission shall be open to the public, allow for public comment, and be subject to the requirements of RSA Chapter 91-A.
10. The Commission shall continue pursuant to the terms of this Executive Order, and shall be subject to such modifications as may be required by subsequent duly issued Executive Order or as otherwise required by law.

Given under my hand and seal at the Executive Chambers in Concord, this 14th day of February, in the year of Our Lord, two thousand and twenty-three, and the independence of the United States of America, two hundred and forty-six.


GOVERNOR OF NEW HAMPSHIRE

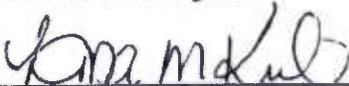
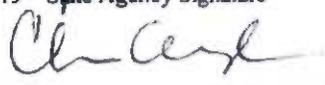
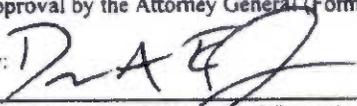
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room Concord, NH 03301	
1.3 Contractor Name D.L. King & Associates, Inc.		1.4 Contractor Address 45 Bates Rd Merrimack, NH 03054	
1.5 Contractor Phone Number 603-883-5880	1.6 Account Unit and Class 03-35-35-350010-63730000- 103-502664	1.7 Completion Date September 1, 2024 <i>JK</i>	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Karen Rantamaki		1.10 State Agency Telephone Number (603) 271-2698	
1.11 Contractor Signature  Date: 7/8/24		1.12 Name and Title of Contractor Signatory Lisa M. King, President	
1.13 State Agency Signature  Date: 7/9/24		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/12/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JK*
 Date *7/8/24*

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

HK
7/27/24

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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 *NK*
Date *7/18/24*

EXHIBIT "A"
SPECIAL PROVISIONS

1. No Special Provisions.

Initials JK
Date 11/1/24

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall "Provide and Install New Concrete Foundation and Concrete Apron (flatwork)" around the new foundation for a new statue located on the Statehouse Plaza, 107 North Main Street, Concord, New Hampshire. The term "Provide and Install New Concrete Foundation and Concrete Apron (flatwork)" shall include providing all supervision, labor, materials, transportation, tools and equipment necessary to satisfactorily complete the work as described herein, but not limited to the following:
 - a. Drawings dated 06/25/2024 as prepared by Oak Point Associates and titled "FOUNDATION FOR CHRISTA MCAULIFFE STATUE". See Exhibit A.
 - b. Permitting of the work with the State Fire Marshall's Office.
 - c. Project Management and Supervision of the work.
 - d. Submittals for concrete and reinforcing materials.
 - e. Project layout and controls.
 - f. Temporary protection of existing to remain surfaces.
 - g. Safety barricades to protect the general public.
 - h. Dust control and cleaning of any existing plaza concrete surface from spoils.
 - i. Excavation, compaction and backfill. Remove and properly dispose of any/all spoils.
 - j. Concrete formwork, reinforcing, concrete, filler joints, sealants and curing compounds.
2. The term of this non-exclusive contract shall begin on July 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through September 1, 2024, a period of approximately forty days.
3. (40) The working hours shall be from 8:00 AM to 4:00 PM Monday through Friday. Alternative times are acceptable with prior approval of the Contracting Officer.
work
4. The Contractor shall notify the Contracting Officer of any maintenance related issues that are discovered while performing the work.
5. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
6. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Contracting Officer notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

Initials JK
Date 7/17/24

7. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
8. The Contractor shall ensure that all materials are of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new.
9. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work.
10. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State.
11. The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.
12. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees or sub-contractors shall familiarize themselves and comply with all rules and regulations applicable to each project.
13. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
14. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
15. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
16. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.
17. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

Initials hK
Date 7/8/24

Exclude the following:

1. Removal, storage, and replacement of existing grass sod.
2. Repairing of any existing irrigation systems.
3. Furnishing and installing the granite base and bronze statue.

Initials JK
Date 7/18/24

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Provide and Install New Concrete Foundation and Concrete Apron (flatwork)" around the new foundation for a new statue located on the Statehouse Plaza, 107 North Main Street, Concord, NH 03301 for a not to exceed total of **\$80,000.00** (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. Invoices shall be submitted after completion of work as describe in Exhibit B. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

3. Invoices should be submitted to:

Christopher Marino
State of New Hampshire
Department of Natural & Cultural Resources
172 Pembroke Road
Concord, NH 03301

OR to:

Christopher Marino
Christopher.S.Marino@dncr.nh.gov

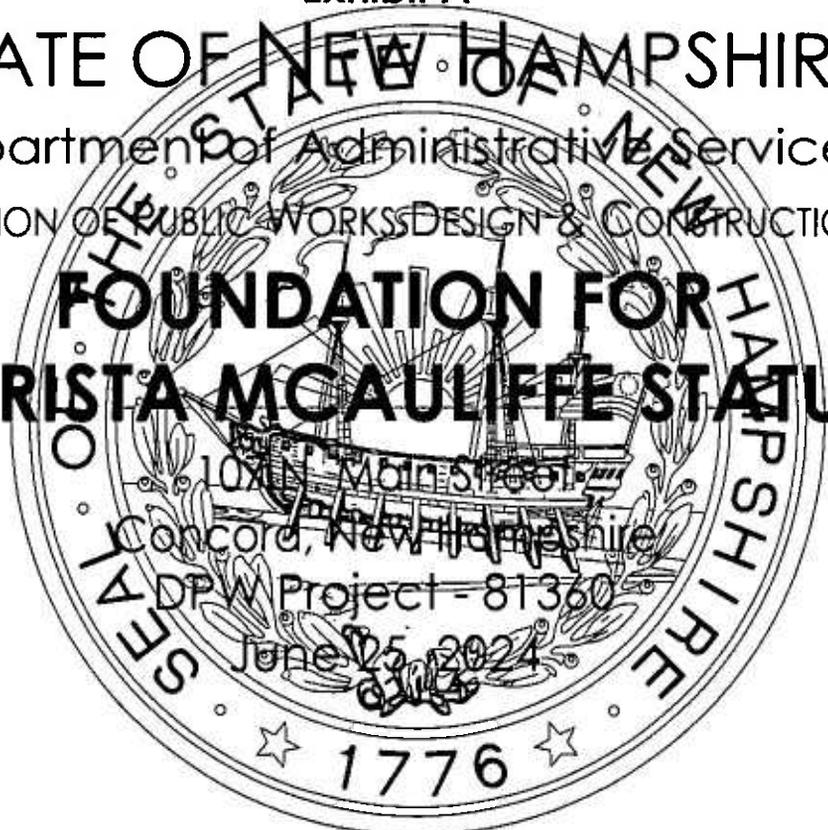
4. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the State.

Initials JK
Date 7/18/24

Exhibit A

STATE OF NEW HAMPSHIRE
 Department of Administrative Services
 DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

FOUNDATION FOR
 CHRISTA MCAULIFFE STATUE



10x10 Main Street

Concord, New Hampshire

DPW Project - 81360

June 25, 2024



DPW DEPARTMENT OF PUBLIC WORKS
 Design & Construction
 Serving the People

700 State Street, Room 250
 Concord, New Hampshire 03301
 603-271-2510 1-800-271-2510

CONTRACT NUMBER OF CONTRACT SERVICES

CONTRACT NUMBER OF PUBLIC WORKS

CONTRACT DESCRIPTION OF WORK OBJECT

LOCUS MAP



REVISIONS

DATE	SYMBOL	DESCRIPTION

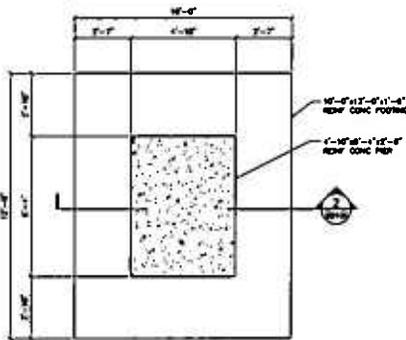
PROJECT NAME
 FOUNDATION FOR
 CHRISTA MCAULIFFE STATUE

PROJECT NUMBER
 81360

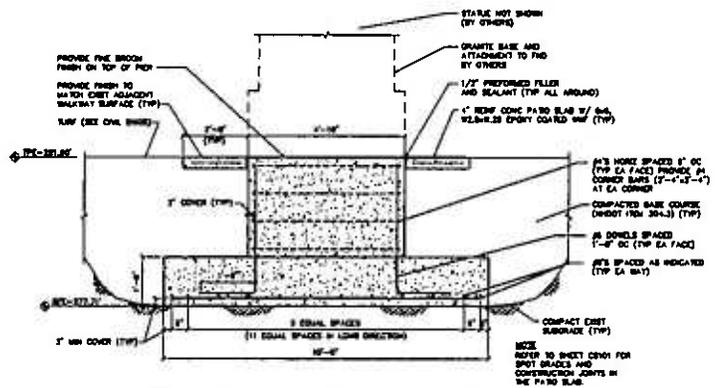
ISSUE DATE
 06/25/2024

SHEET NUMBER
 G-001

 CIVIL Oak Point Associates By Michelle Severi Portsmouth, NH 03801 603.438.4848 @oakpoint.com	 STRUCTURAL Oak Point Associates By Michelle Severi Portsmouth, NH 03801 603.438.4848 oakpoint.com
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1 REINFORCED CONCRETE STATUE FOUNDATION PLAN
 (SEE) SCALE: 1/4"=1'-0"
 NORTH



2 REINFORCED CONCRETE STATUE FOUNDATION SECTION
 (SEE) SCALE: 3/4"=1'-0"

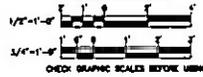
DESIGN LOADS

GRANITE BASE DEAD LOAD = 25,000 LBS
 STATUE DEAD LOAD = 3,000 LBS
 WINDING DESIGN DATA (ACI 308-7-14, 308-7-15)
 SHORT PERIOD SPECTRAL RESPONSE ACCELERATION (S₁) = 0.41g
 ONE SECOND SPECTRAL RESPONSE ACCELERATION (S₂) = 0.89g
 SEISMIC RISK CATEGORY = 1
 SEISMIC IMPORTANCE FACTOR = 1.0
 SITE CLASS = B
 SEISMIC FORCE GREATER THAN WIND FORCES

CONCRETE NOTES

1. NOMINAL MIXTURE, F_{cm} = 4,000 PSI, WATER/CEMENT RATIO = 0.44, SLUMP = 4" TO 6", AIR CONTENT = 6% ± 1%.
2. SUBMIT CONCRETE MIX DESIGN TO CONTRACT ADMINISTRATOR FOR APPROVAL.
3. DEFORMED REINFORCING BARS: ASTM A615/A615M, GRADE 60.
4. WELDED WIRE FABRIC: ASTM A641, EPOXY COATED.
5. MINIMAL REINFORCING COVER: AS INDICATED.
6. SUPPORT REINFORCEMENT AND WELDED WIRE FABRIC ON EPOXY COATED BOLSTER CHAIRS.
7. CURE CONCRETE WITH ASTM C309, TYPE 1, CLASS A CURING COMPOUND.
8. PREFORMED FILLER: ASTM D1728 OR ASTM D1762.
9. JOINT SEALANT: ASTM C826, TYPE 2, USE 1.
10. COMPRESSIVE STRENGTH TEST: ASTM C39/C39M, MAKE 30 8" DIA. TEST CYLINDERS, TEST TWO CYLINDERS AT 14-DAYS AND TWO AT 28-DAYS. SUBMIT TEST RESULTS TO THE CONTRACT ADMINISTRATOR FOR REVIEW AND APPROVAL.

GRAPHIC SCALES



OAK POINT ENGINEERS 1000 S. 10th St. Tallahassee, FL 32310 TEL: 904.224.1111 FAX: 904.224.1112 WWW.OAKPOINTENGINEERS.COM		STATE OF FLORIDA DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION	FOUNDATION FOR CHERYL MCALLISTER STATUE 107 N. MAIN ST., CORCORAN, FL DEPARTMENT OF ADMINISTRATIVE SERVICES
		PROJECT NO. 2024-001 SHEET NO. 2024-001-01 DATE: 10/26/2024	FOUNDATION PLAN AND DETAILS 10/26/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that D.L. KING & ASSOCIATES, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on December 29, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332476

Certificate Number : 0006673497



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Arthur Dean King, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of D.L. King & Associates, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on July 8, 2024,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lisa M. King, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

D.L. King & Associates, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: July 8, 2024

ATTEST: 
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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 THE ROWLEY AGENCY LLC 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Renee Skillings PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: rskillings@rowleyagency.com													
INSURED D.L. King & Associates, Inc. 45 Bates Rd Merrimack NH 03054		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Citizens Insurance Co.</td> <td>NAIC # 31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefits</td> <td>41840</td> </tr> <tr> <td>INSURER C: Hanover Insurance Co.</td> <td>22292</td> </tr> <tr> <td>INSURER D: Massachusetts Bay Ins. Co.</td> <td>22306</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Citizens Insurance Co.	NAIC # 31534	INSURER B: Allmerica Financial Benefits	41840	INSURER C: Hanover Insurance Co.	22292	INSURER D: Massachusetts Bay Ins. Co.	22306	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 23-24 All Lines** **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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBV J539525-00	9/3/2023	9/3/2024	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 - COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ANV J539507-00	9/3/2023	9/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			URV J539526-00	9/3/2023	9/3/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PRODUCTS&COMPOP&AGG \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WDV J539518-00 3A STATES: NH/MA Excluded Officers: Dean & Lisa King	9/3/2023	9/3/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER EL, EACH ACCIDENT \$ 1,000,000 EL, DISEASE - EA EMPLOYEE \$ 1,000,000 EL, DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT			ZBV J539525-00	9/3/2023	9/3/2024	LIMIT 35,000

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

Re: Door Repair and Installation Services

CERTIFICATE HOLDER

State of New Hampshire
 Department of Administrative Svcs
 Charles Arlinghaus or designee
 25 Capitol Street, Room 120
 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

Renee Skillings/RLS

Renee R. Skillings, CRIS

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ACORD 25 (2014/01)

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INS025 (201401)