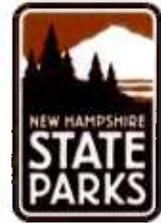




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhstateparks.org

53



48

September 23, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a **Retroactive** amendment to an existing contract with CK Landmark Construction Corporation (VC #463983), Concord, NH for renovations to the Winslow and Rollins State Parks in Kearsarge State Forest by extending the completion date from June 10, 2024, to November 1, 2024, with no change to the price limitation of \$622,135, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on April 10, 2024, item #61A. 63% Capital Funds / 37% Federal Funds.

EXPLANATION

This request is **Retroactive** because the contractor experienced difficulties in acquiring required documentation from their surety, which subsequently was not received by the Department until August 28, 2024, with final negotiations on a revised completion date not being reached until September 18, 2024. This delay, along with delays in the contractor meeting other administrative requirements, led to the construction work not starting by the original completion date of June 10, 2024.

As previously stated, the original contract was approved by Governor and Executive Council on April 10, 2024, item #61A. The original contract was to provide construction services for paving the existing gravel parking lot and installation of new pit toilets at Rollins State Park, and renovations to the toilet building at Winslow State Park to provide a new storage room and the installation of new pit toilets. Scope of work includes electrical work for the existing toilet building which was originally constructed in 1965. The scope of work has not changed for this requested amendment.

This request, upon approval, will prevent the expiration of a federal Land and Water Conservation Fund grant awarded to the Department by the National Parks Service on February 13, 2023, in the amount of \$231,481.25, which will expire on February 28, 2025 (Grant No. P20AP00084-1, for 33-00725.1 Kearsarge Mountain Reservation VII). Once the Department received all required documentation from the contractor and their surety, the Department moved as rapidly as possible to place this item on the agenda.

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

Submitted by,

Brian Wilson
 Director

Concurred by,

Sarah L. Stewart
 Commissioner

Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources and CK Landmark Construction Corporation hereby mutually agree to amend the contract for the *Rollins/Winslow Park Improvements at Kearsarge State Forest* project, originally approved by the Governor and Executive Council on April 10, 2024, Item #61A, with a completion date of June 10, 2024, as follows:

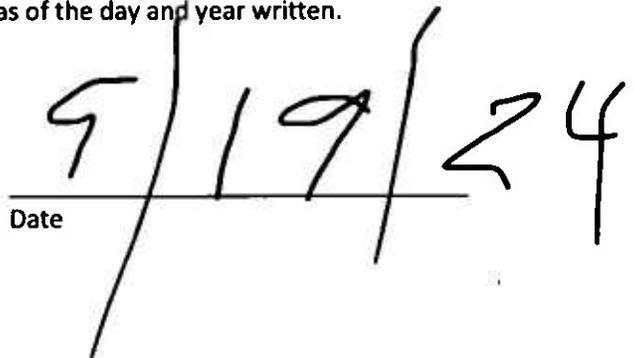
1. Amend Box 1.7, Completion Date, by extending the completion date to November 1, 2024, from the original completion date of June 10, 2024;
2. Amend Exhibit C, Term, by extending the completion date to November 1, 2024, from the original completion date of June 10, 2024.;
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

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

CK Landmark Construction Corporation



Andrew Demetriou, President



Date

Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

9/23/2024

Date

Approved as to form, substance and execution:



Attorney General

9/30/2024

Date

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 CK LANDMARK CONSTRUCTION CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 01, 2008. 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: 600336

Certificate Number: 0006758832



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Cheryl Demetriou, hereby certify that I am duly elected Clerk/Secretary/Officer Of CK Landmark Construction Corporation I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 19, 2024, at which a quorum of the directors/shareholders were present and voting.

Voted: That Andrew Demetriou - President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of CK Landmark Construction Corporation, with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgment to be desirable or necessary to affect 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 shall remain valid for thirty days (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are 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. There are no other managing employees of the company who can sign this verification. I certify that I am the sole owner of my business.

DATED: September 19, 2024

ATTEST:

Cheryl Demetriou



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CK Landmark Construction Corp 30 Villanova Dr Concord, NH 03303	INSURER A : Next Insurance US Company	NAIC # 16285
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 117799608 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXTN5RQQIT-05-GL	12/26/2023	12/26/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		NXTN5RQQIT-05-GL	12/26/2023	12/26/2024	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXTN5RQQIT-05-GL	12/26/2023	12/26/2024	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

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

The Certificate Holder is State of New Hampshire. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Rd Concord, NH 03301	LIVE CERTIFICATE  Click or scan to view	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 
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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.

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
INSURED CK Landmark Construction Corp 30 Villanova Dr Concord, NH 03303	INSURER A: State National Insurance Company, Inc.	NAIC # 12831
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 117799608 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	NXTYI6QV2-02-CP	04/08/2023	04/08/2024	<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$165,000.00
	<input type="checkbox"/> DEDUCTIBLES				<input checked="" type="checkbox"/> BUSINESS INCOME	\$Included
	<input type="checkbox"/> BASIC				<input checked="" type="checkbox"/> EXTRA EXPENSE	\$Included
	<input type="checkbox"/> BROAD				<input type="checkbox"/> RENTAL VALUE	\$
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input type="checkbox"/> FLOOD					\$
	<input type="checkbox"/>					\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	01/05/2024	01/05/2025	<input checked="" type="checkbox"/> EQUIPMENT	\$ 10,000.00
	<input type="checkbox"/> CAUSES OF LOSS	Contractors Equipment			<input checked="" type="checkbox"/> MISC TOOLS	\$ 1,000.00
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> BORROWED TOOLS	\$ 5,000.00
	<input checked="" type="checkbox"/> OPEN PERILS	NXT2EA2AA7-03-IM				\$
	<input type="checkbox"/> CRIME					\$
	<input type="checkbox"/> TYPE OF POLICY					\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Rd
Concord, NH 03301

LIVE CERTIFICATE



Click or scan to view

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

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Lexington National Insurance Corporation
P. O. Box 6098
Lutherville, MD 21094
Ph. (888)-888-2245 Fax. (410)-625-0865

Bond No. L272285-2120

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

CK LANDMARK CONSTRUCTION CORP.
30 Villanova Drive,
Concord, NH 03303,

as Principal, hereinafter called Contractor, and,

Lexington National Insurance Corporation

P.O. Box 6098

Lutherville, MD 21094,

as Surety, hereinafter called Surety, are held and firmly bound unto

State of New Hampshire, Dept. of Natural & Cultural Resources
172 Pembroke Road,
Concord, NH 03301

as Obligee, hereinafter called Owner, in the amount of (\$622,135.00)

SIX HUNDRED TWENTY TWO THOUSAND ONE HUNDRED THIRTY FIVE AND 00/100 Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CK LANDMARK CONSTRUCTION CORP.,

Contractor has by written agreement dated April 1, 2024, entered into a contract with Owner for Rollins/Winslow Park Improvements CAP 2031

in accordance with Drawings and Specifications prepared by

,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The "term balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

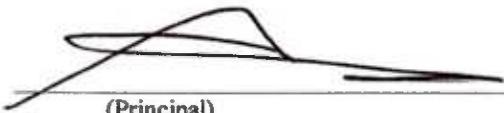
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 14th day of May, 2024.

CK LANDMARK CONSTRUCTION CORP.



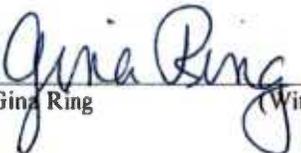
 (Witness)



 (Principal) (Seal)
Andrew Demetriou - President

 Print Principal Name & Title

Lexington National Insurance Corporation
 (Surety) (Seal)



 Gina Ring (Witness)



 Michele Charette, Attorney-in-Fact (Title)

Lexington National Insurance Corporation
P. O. Box 6098
Lutherville, MD 21094
Ph. (888)-888-2245 Fax. (410)-625-0865

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond No. L272285-2120

KNOW ALL MEN BY THESE PRESENTS: that
CK LANDMARK CONSTRUCTION CORP.
30 Villanova Drive
Concord, NH 03303,

as Principal, hereinafter called Principal, and,
Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, MD 21094,

as Surety, hereinafter called Surety, are held and firmly bound unto
State of New Hampshire, Dept. of Natural & Cultural Resources
172 Pembroke Road,
Concord, NH 03301,

as Oblige, hereinafter called Owner, for the use and benefit of claimant as herein below defined, in the amount of SIX HUNDRED TWENTY TWO THOUSAND ONE HUNDRED THIRTY FIVE AND 00/100 Dollars (\$622,135.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated April 1, 2024, entered into a contract with Owner for Rollins/Winslow Park Improvements CAP 2031

in accordance with Drawings and Specifications prepared by

, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

SURETY ACKNOWLEDGEMENT

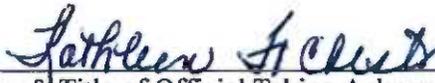
State of New Jersey

ss:

County of Morris

On this 14th day of May, 2024, before me personally comes

Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville, PA, that he/she is the Attorney-in-Fact of the Lexington National Insurance Corporation the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.



(Signature & Title of Official Taking Acknowledgment)



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Patrick J. Lynch, Sr., Patrick J. Lynch, Jr., Michele Charette, Gina Ring, Phyllis Pepe

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

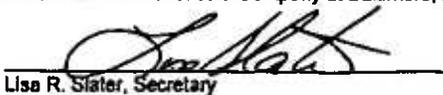
Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 14th day of May, 2024

Corporate Seal:


Lisa R. Slater, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2024

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

PRODUCER Huntsberger Enterprises Inc Dba Solution Providers 639 East Ocean Ave Suite 109 Boynton Beach, FL 33435 License #: L116201	CONTACT NAME: Mathew Huntsberger	
	PHONE (A/C, No, Ext): (866)420-3834	FAX (A/C, No): (561)903-2718
E-MAIL ADDRESS: mat@yoursolutionproviders.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NCCI Assigned Risk		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CK LANDMARK CONSTRUCTION CORP
30 VILLANOVA DRIVE
CONCORD, NH 03303

COVERAGES **CERTIFICATE NUMBER: 00000177-240530185604** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	51225340	05/28/2024	05/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

State Of New Hampshire Department Of Natural And Cultural Resources Is A Certificate Holder On The Workers' Compensation Insurance.

WORKERS' COMPENSATION POLICY APPLIES ONLY IN NEW HAMPSHIRE.

CERTIFICATE HOLDER State Of New Hampshire Department Of Natural And Cultural Resources 172 Pembroke Road, Concord, New Hampshire. 03303	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  (MCH)
--	--

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61A

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION

172 Pembroke Road, Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

March 18, 2024

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract with CK Landmark Construction Corporation (VC #463983), Concord, NH in the amount of \$622,135 for renovations at Winslow and Rollins State Parks in Kearsarge State Forest, effective upon Governor and Executive Council approval for the period April 10, 2024 through June 10, 2024. 63% Capital Funds / 37% Federal Funds.

Funding is available as follows:

	FY 2024
03-035-035-350030-73180000, <u>L23:23IV – St Prk Prkng Lot Rpr</u> 034-500157-35P20A00084 – Capital Projects	\$250,000
03-035-035-350030-55650000, <u>L23:1X11 – Roofing & Repair</u> 034-500162-35P20A00084 – Capital Projects	\$140,885
03-035-035-351510-37170000, <u>Land Water Conservation Fund Grants</u> 072-500576-35P20A00084 – Grants-Federal	\$231,250
Total:	\$622,135

EXPLANATION

This contract provides construction services to provide paving of the existing gravel parking lot and installation of new pit toilets at Rollins State Park, and renovations to the toilet building at Winslow State Park to provide a new storage room and the installation of new pit toilets; work includes new electrical work for the existing toilet building which was originally constructed in 1965.

In January 2024, an invitation to submit bids for the Rollins/Winslow Park Improvements at Kearsarge State Forest was posted on the Division of Purchase and Property’s website, the Division of Parks and Recreation’s website, and the following construction services’ websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Bid opening occurred on February 13, 2024, where 2 bid proposals were received, and CK Landmark Construction Corporation was selected as the low bidder.

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

Submitted by,



 Brian J. Wilson
 Director

Concurred by,



 Sarah L. Stewart
 Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Planning and Development**

Closing Date: February 13, 2024 at 2:00 PM

**Rollins/Winslow Park Improvements CAP 2031
Bid Evaluator: Scott Coruth, Architect**

Contractor Name and Address	Bid Amount
CK Landmark Construction Corp.	\$622,135.00
Triple Construction, LLC	\$854,716.00

Bidding Procedure: In January 2024, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Bid opening occurred on February 13, 2024 and **Two (2)** bid proposals were received, and the low bidder was selected for further consideration.
Bids Opened By: Scott Coruth, Architect

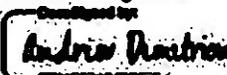
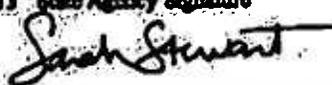
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name CK Landmark Construction Corporation		1.4 Contractor Address 30 Villanova Drive, Concord, NH 03303	
1.5 Contractor Phone Number 603-600-8424	1.6 Account Unit and Class 035-73180000-034-500157, 035-55650000-034-500162, 035-37170000-072-500576	1.7 Completion Date June 10, 2024	1.8 Price Limitation \$622,135.00
1.9 Contracting Officer for State Agency Scott Coruth, Architect		1.10 State Agency Telephone Number 603-271-3676	
1.11 Contractor Signature Date: 3/18/2024 		1.12 Name and Title of Contractor Signatory Andrew Antron President	
1.13 State Agency Signature Date: 3/18/24 		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: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips, AAG On: 3/27/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

13. INDEMNIFICATION.

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

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 
Date 3/18/2024

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

Kearsarge State Forest – Rollins/Winslow Park Improvements

EXHIBIT A

There are no changes or additional provisions to this contract.

EXHIBIT B

Scope of Work

The Contractor shall provide the State construction services to renovate two State Park sites within Kearsarge State Forest, by, on, or before the Completion Date. The Contractor shall be responsible for all labor, materials, equipment, and services required for the project, in compliance with, and as indicated by and in the Departments drawings and specifications "Project No: CAP 2031, Rollins/Winslow Park Improvements" dated January 16, 2024, and any associated Addenda issued. Copies of which the Contractor acknowledges receipt of, and the following scope of work:

The Work of the Project is defined by the Contract Documents and consists of the following:

1. Winslow State Park: Demolition and removal of existing pit toilet. Construction and installation of 2 new pit toilets. Selective demolition of the bathrooms in the existing toilet building and renovation into a storage room.
2. Rollins State Park: Demolition and removal of 2 existing pit toilets. Construction and installation of 2 new pit toilets. Site preparation, grading, and paving of a parking lot, including striping.

A 100% performance and payment bond shall be furnished by the Contractor 15 days prior to the start of construction. The bond shall meet the requirements of New Hampshire RSA 447:16. The work of the contract shall not commence until such bond has been executed.

EXHIBIT C

Contract Price

The total contract is not to exceed \$622,135.00.

Method of Payment

Payments shall be made monthly in proportion to the work completed and approved by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of June 10, 2024.

Contractor Initials

DR
AD

Date 3/18/2024

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 CK LANDMARK CONSTRUCTION CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 01, 2008. 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: 600336

Certificate Number: 0006617442



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 18th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan

Secretary of State

Certificate of Authority #1

(Corporation, Non-profit Corporation)

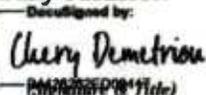
Corporate Resolution

I, Cheryl Demetriou, hereby certify that I am duly elected Clerk/Secretary/Officer Of CK Landmark Construction Corporation I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 3, 2023 at which a quorum of the directors/shareholders were present and voting.

Voted: That Andrew Demetriou - President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of CK Landmark Construction Corporation, with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect 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 the date of the contract to which this certificate is attached. This authority shall remain valid for one year (365) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are 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. There are no other managing employees of the company who can sign this verification. I certify that I am the sole owner of my business.

DATED: 10/11/2023

ATTEST:  Secretary
DocuSigned by:
Cheryl Demetriou
PM23252P18111dr



CERTIFICATE OF LIABILITY INSURANCE

DATE (99DDMMYYYY)
03/19/2024

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

INSURED
CK Landmark Construction Corp.
30 Madonia Dr
Concord, NH 03303

CONTACT:
PHONE: (855) 222-5919 FAX: N/A
EMAIL: support@nextinsurance.com
ADDRESS: support@nextinsurance.com

INSURANCE AFFORDING COVERAGE

INSURER A:	NAIC #
Next Insurance US Company	16285
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

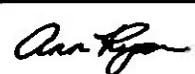
COVERAGES **CERTIFICATE NUMBER:** 117799608 **REVISION NUMBER:**

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INSUR. RISK	INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		NDTNSRQIT-05-GL	12/26/2023	12/26/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMPROP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIMB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$	X		NDTNSRQIT-05-GL	12/26/2023	12/26/2024	EACH OCCURRENCE \$1,000,000.00 AGGREGATE \$1,000,000.00 \$
	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			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NDTNSRQIT-05-GL	12/26/2023	12/26/2024	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is State of New Hampshire. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

<p>CERTIFICATE HOLDER</p> <p>State of New Hampshire Department of Natural and Cultural Resources 172 Penobscot Rd Concord, NH 03301</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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.

PRODUCER Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT
PHONE (P) (555) 222-5919 FAX (F)
EMAIL support@nextinsurance.com
PRODUCER
CUSTOMER ID:

INSURED: CK Landmark Construction Corp
30 Villanova Dr
Concord, NH 03303

INSURER(S) AFFORDING COVERAGE

INSURER A: State National Insurance Company, Inc.	NAC # 12831
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 117799608 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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.

DEER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	PKTYZ6QV2-02-CP	04/08/2023	04/08/2024	BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$ 165,000.00
	BASIC				BUSINESS INCOME	\$ Included
	BROAD				EXTRA EXPENSE	\$ Included
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD	BLANKET BLDG & PP	\$			
						\$
A	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	TYPE OF POLICY Contractors Equipment	01/05/2024	01/05/2025	EQUIPMENT	\$ 10,000.00
	CAUSES OF LOSS	POLICY NUMBER D0T72EA2AA7-03-04			MISC TOOLS	\$ 1,000.00
	NAMED PERILS				BORROWED TOOLS	\$ 5,000.00
	OPEN PERILS				\$	
	CRIME				\$	
	TYPE OF POLICY				\$	
					\$	
					\$	
					\$	
					\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire
Department of Natural and Cultural Resources
171 Pembroke Rd
Concord, NH 03301

LIVE CERTIFICATE



Click or scan to view.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2024

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

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911.	CONTACT NAME: PHONE (AG, No. Ext): 844-472-0967 FAX (AG, No.): 203-654-3613 E-MAIL: customerservice@BIBERK.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Wellfleet New York Insurance Company 20931 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 CK Landmark Construction Corporation

 30 Villanova Drive
 Concord, NH 03303

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

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

DESCR LTR	TYPE OF INSURANCE	ADDL SUBR INFO	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY: <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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 Y	N/A	N9WC434635	05/28/2023 05/28/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

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

Exclusions:
Andrew Demetriou;

CERTIFICATE HOLDER State of NH - Department of Natural and Cultural Res 172 Pembroke Road 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 <i>[Signature]</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301

Phone: 271-2411 Fax: 271-2629

TDD ACCESS: Relay NH 1-800-735-2964

March 5, 2024

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

Re: Request for Major Project Exclusion

Dear Commissioner Arlinghaus:

In accordance with RSA 21-I:80, I(b), the Department of Natural and Cultural Resources (DNCR) respectfully requests to proceed with the project herein described, without participation of the Division of Public Works (DPW) in the competitive bidding process, engineering, planning, design, or field supervision, as specified in RSA 21-I:12, III (b) and (c). In support of this request, DNCR offers the following information for your consideration:

DNCR has a highly skilled Architect on staff, Scott Coruth, that can administer the project with great efficiency and make sure the project specifications are met with precision. Given the volume of projects that DPW is administering currently, and the tight deadlines for the ARPA projects currently being administered by DPW, this project would be better suited for DNCR staff to manage.

Project Description:

DNCR is seeking construction services, and the work of the Project is defined by the Contract Documents and consists of the following:

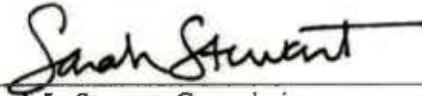
- a) Winslow State Park: Demolition and removal of existing pit toilet. Construction and installation of 2 new pit toilets. Selective demolition of the bathrooms in the existing toilet building and renovation into a storage room.
- b) Rollins State Park: Demolition and removal of 2 existing pit toilets. Construction and installation of 2 new pit toilets. Site preparation, grading, and paving of a parking lot, including striping.
- c) Renovations to the existing toilet building described in a) above.
- d) We will be reconnecting the electrical service to the Winslow toilet building (currently disconnected) and rewiring both power and lighting for the reconfigured space.

- e) The toilet building is not occupied. The pit toilets scheduled for demolition are seasonally open to the public.
- f) A building permit will be required for demolition, construction, and electrical work, in which DNCR will obtain.
- g) None of the proposed work above requires Labor Department inspections.
- h) Please see Exhibit A below for verification of the overall estimated cost of the project with backup calculations or contractor quotes.

It is in the best interest of the State for DNCR to proceed with the project without participation of DPW, in accordance with RSA 21-I:12, III (b) and (c), given the volume of ARPA related work DPW is currently administering.

DNCR intends to proceed with the project by contracts awarded through competitive bidding.

SUBMITTED BY:



Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

*****the above signature indicates confirmation of review and understanding of RSA 21-I and MOP Chapter 1625**

REVIEWED BY:



for Theodor Kupper, Director
DAS Division of Public Works

DATE REVIEWED:

3/26/24

APPROVED BY:



FOR Charles M. Arlinghaus, Commissioner
Department of Administrative Services

DATE APPROVED:

3/29/24

Exhibit A:

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Planning and Development

Closing Date: February 13, 2024 at 2:00 PM

Rollins/Walton Park Improvements CAP 2253
Bid Evaluation: Scott Coruth, Architect

Contractor Name and Address	Bid Amount
CK Landmark Construction Corp.	\$622,185.00
Triple Construction, LLC	\$854,716.00

Bidding Procedure: In January 2024, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Bid opening occurred on February 13, 2024 and Two (2) bid proposals were received, and the low bidder was selected for further consideration.

Bids Opened by: Scott Coruth, Architect