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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

December 12, 2024

Her Excellency, Governor Kelly A Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **retroactive, sole source** amendment to an existing contract with Inspired Ornamental LLC (VC# 488199) Salem, NH, for plaster repair services at the State Library, 20 Park Street, Concord, NH by increasing the price limitation by \$11,800, from \$44,695 to \$56,495 and by extending the completion date from November 1, 2024 to June 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 26, 2024, item #206. **100% Revolving Funds**

Funding is available in account titled Department of Administrative Services, Division of Plant and Property as follows:

FY2025

01-14-14-141510-70490000-DAS Maintenance Fund	
048-500226 Contract Maint Build-Grounds	\$11,800

EXPLANATION

The Department of Administrative Services, Division of Plant & Property, (DAS) is requesting approval of the attached sole source, retroactive contract amendment for the plaster repair on the second floor of the State Library at 20 Park Street, Concord, NH to cover additional unforeseen water damage to the plaster walls. This request is **sole source** as DAS is requesting to increase the Contract Price Limitation by more than 10% to cover the additional repair work. This request is **retroactive** because it took DAS longer than expected to locate the water leak causing the plaster damage and the contractor has not been paid for the work in the original contract scope. Due to staffing shortages and workload the amendment took longer than anticipated is now being brought forward for approval

In accordance with RSA 21-1:12, II, the Department of Administrative Services, Division of Plant

and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property Management maintains ninety-six state owned buildings located throughout the State.

DAS contracted with Inspired Ornamental for plaster repair services at the State Library on June 26, 2024. During the repair project, the contractor became aware of unforeseen water damage and plaster bubbling on an adjacent wall not included in the original contract scope. Inspired Ornamental quoted \$11,800 to repair the unforeseen damage. Since Inspired Ornamental is currently set up to do the repair work in the State Library it would be more efficient and cost-effective for the State to use the existing vendor to complete the additional plaster repair work on the adjacent wall rather than going back out to bid.

Based on the foregoing, I am respectfully recommending the approval of this contract.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

**AMENDMENT 1 TO
THE CONTRACT BETWEEN
INSPIRED ORNAMENTAL LLC**

**AND
THE DEPARTMENT OF ADMINISTRATIVE SERVICES**

This amendment to the contract (hereinafter referred to as the "Amendment"), dates this 22 day of November 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and INSPIRED ORNAMENTAL LLC, (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties", for plaster repair services at the State Library, 20 Park Street, Concord, NH.

WHEREAS, the Parties entered into a Contract approved by the New Hampshire Governor and Executive Council on June 26, 2024, Item # 204 (hereinafter referred to as "the Agreement").

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties subject to approval by NH Governor and Council.

WHEREAS the Parties desire to extend the Contract seven additional months ending on June 30, 2025, and expand the scope of work.

NOW THEREFORE, the Parties mutually agree to amend the Contract, as follows:

1. Delete in its entirety section 1.7 Completion Date and substitute therefore the following:

1.7 Completion Date ~~July~~ ^{June} 30, 2025 AB 1/15/25
① 1/15/25

2. Delete in its entirety section 1.8 Price Limitation and substitute therefore the following:

1.8 Price Limitation \$56,495

3. Delete in its entirety, Exhibit B, Paragraph 2, and substitute therefore the following:

2. The Work is to be performed in two second-floor offices in the southwest corner of the building

4. Delete in its entirety, Exhibit B, Paragraph 3, and substitute therefore the following:

3. The term of this contract shall begin on July 1, 2024 through June 30, ~~2024~~ ²⁰²⁵ AB 1/15/25
① 1/15/25

5. Delete in its entirety Exhibit C, Paragraph 1, and substitute therefore the following:

1. The Contractor hereby agrees to provide "Plaster Repair Services" to repair plaster moldings at the NH State Library, located at 20 Park Street, Concord, NH 03301 for a not to exceed total of \$56,495.00 (herein after referred to as the contract price) in return for the services described in Exhibit "B".

6. Delete in its entirety Exhibit C, Paragraph 3, and substitute invoices to the State at the following addresses:

State of New Hampshire
Central Facilities Bureau
CFB.AP@das.NH.gov

OR to:

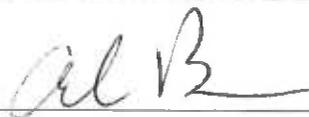
State of New Hampshire
Central Facilities Bureau
19 Pillsbury, Street, Room 216
Concord, NH 03301

6. This Amendment shall be effective upon the date of approval by the New Hampshire Governor and Executive Council.
7. All other provisions of the Contract not modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

INSPIRED ORNAMENTAL LLC

STATE OF NEW HAMPSHIRE

BY: 

BY: 

Adam Bergeron
(Print Name)

Charles Arlinghaus
(Print Name)

Title: CEO

Title: Commissioner

Date: 11/22/24

Date: 12-19-25

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution

on January 7 ²⁰²⁵~~2024~~.

OFFICE OF THE ATTORNEY GENERAL

BY: 

Duncan A. Edgar
Assistant Attorney General

This is to certify that the Governor and Council on _____ approved the above-mentioned amendment.

Secretary of State Dated: _____
By: _____
Secretary of State

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 INSPIRED ORNAMENTAL LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 04, 2014. 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: 704003

Certificate Number: 0006666269



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate Of Authority

I, Adam Bergeron, hereby certify that I am the sole Partner.
(Name)

Member or Manager and the sole officer of Josiah's Ornaments LLC a limited
(Name of Partnership or LLC)

liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for ninety (90) days from the date of this Corporate Resolution.

DATED: 11/22/24

ATTEST: Cal B
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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 Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03079		CONTACT NAME: Leslie Sullivan PHONE (AFC No, Ext): E-MAIL ADDRESS: Leslie.Sullivan@relationinsurance.com FAX (AFC, No):	
INSURED Inspired Ornamental LLC 51 Northwestern Dr Ste E Salem NH 03079-4885		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Concord General Mutual Insurance Co	NAIC # 20672
		INSURER B: Hartford Underwriters Insurance Company	30104
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Revised Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER:			20014504	09/26/2024	09/26/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20021879	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20014504	09/26/2024	09/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
B	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	6S60UB6R61230-9-24	09/26/2024	09/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

3A: NH. Adam Bergeron is excluded from workers comp coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchasing and Prpty 25 Capitol Street, RM 102 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
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State of New Hampshire

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DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-8201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 5, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Inspired Ornamental LLC (VC# 488199) Salem, NH, for a total price not to exceed \$44,695 for plaster repair services at the State Library, 20 Park Street, Concord, NH. The term of the contract shall begin on July 1, 2024, or upon approval of the Governor and Executive Council whichever is later, through November 1, 2024, a period of approximately four (4) months with an option to extend under terms and conditions acceptable to both parties subject to Governor and Council approval. **100% Revolving Funds.**

Funding is available in account titled Administrative Services, Division of Plant and Property as follows

01-14-14-141510-70490000 – DAS Maintenance Fund	<u>FY 2025</u>
048-500226-Contract Maint Build-Grn	\$44,695

EXPLANATION

In accordance with RSA 21-I:12, II, the Department of Administrative Services, Division of Plant and Property Management is responsible to “provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law.” The Division of Plant and Property Management maintains ninety-one state owned buildings located throughout the State. This contract will be utilized to obtain plaster repair services for the second floor office of the State Library located at 20 Park Street, in Concord, NH.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property website on February 14, 2024. In addition to posting the bid on our website, we also notified twenty-six (26) contractors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. We received one bid. Attached is a copy of the bid summary.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	Plaster Repair at State Library	Agency	Central Facilities
Bid #	148-24	RQ #	Pending
Agent Name	Jonah Rosa	Bid Closing	2/23/2024 @ 10:00 AM

Indicates Award:

Qty	UOM	Product Description	Vendor #1	
			Unit Cost	Extended Cost
1	EA	Labor costs to remove damaged material, setup protective sheeting, and setup staging	\$3,200.00	\$3,200.00
1	EA	Staging rental if needed	\$0.00	\$0.00
1	EA	Materials cost (plaster, molding templates, structural material, paint, etc.)	\$17,395.00	\$17,395.00
1	EA	Labor costs to apply new materials	\$24,100.00	\$24,100.00
Total				\$44,695.00

Recommendation Summary	
Number of Solicitations Received	1
Number of Sourced bidders	11
Number of NIGP Vendors Sourced	15
Number of non-responsive bidders	25
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	

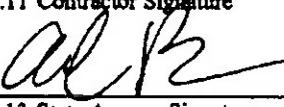
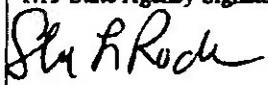
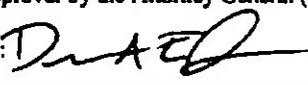
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Inspired Ornamental LLC Adam Bergeron		1.4 Contractor Address 51 Northwestern Drive Suite E Salem, NH 03079	
1.5 Contractor Phone Number 603-893-1001	1.6 Account Unit and Class 010-014-141510- 70490000-048-500226	1.7 Completion Date 11/1/2024	1.8 Price Limitation \$44,695.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number 603-271-7774	
1.11 Contractor Signature  Date: 6/7/2024		1.12 Name and Title of Contractor Signatory Adam Bergeron, OWNER INSPIRED ORNAMENTAL LLC	
1.13 State Agency Signature  Date: 6/5/24 For		1.14 Name and Title of State Agency Signatory Charles M. 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: 6/11/24			
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 AB
Date 6/27/21

EXHIBIT "A"
SPECIAL PROVISIONS

1. **No Special Provisions.**

Contractor Initials AID
Date 6/5/24

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Plaster Repair Services" at the State Library, 20 Park Street, Concord, New Hampshire. The term "Plaster Repair Services" shall include providing all supervision, labor, materials, transportation, tools and equipment necessary to satisfactorily complete the Plaster Repair Services as described herein, but not limited to the following:

- Creating a template of the existing molding and casings.
- Protecting all surfaces that are not being repaired from dust, dirt, and debris to prevent unnecessary damage.
- Protecting adjacent rooms from dust migration.
- Removal of existing material damaged by water to the surface of the brick wall substrate at the two exterior walls from corner to corner and from the top of the chair rail to the ceiling level.
- Removing all plaster window trim to the interior face of the wood windows from the top of the plaster arches to the windowsill level. Removing the plaster cornice trim completely on these two walls to the ceiling level. Removing damaged plaster at the ceiling on the western side of the room. Removing at least 12 sq. ft of plaster to the substrate.
- Allow one month for the area to dry and for investigation of the substrate condition before replacing the plaster.
- Installation of new moldings and casings to the areas where the original molding and casings were removed. All new moldings and casings shall match the existing throughout the building.
- Painting the new plaster surfaces in a minimum of three coats using SW LOXON Concrete and Masonry Primer/Sealer, or approved equal, in color to match existing surfaces. Product substitutions must be approved by the State prior to the award.
- Disposal of material shall be the responsibility of the Contractor and shall be at the Contractor's expense.
- Cleaning floor, ceiling, and walls after completion of the work.

2. The Work is to be performed in the second-floor office in the southwest corner of the building.

3. The term of this contract shall begin on July 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through November 1, 2024 a period of approximately four (4) months. The contract may be extended at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.

Initials AB

Date 6/5/24

4. The working hours shall be from 8:00 AM to 4:00 PM Monday through Friday. Alternative work times are acceptable with prior approval of the Contracting Officer.
5. The Contractor shall notify the Contracting Officer of any maintenance related issues that are discovered while performing the work.
6. 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.
7. 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.
8. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

Initials AD

Date 6/5/24

14. 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.
15. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
16. 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.
17. All personnel shall observe all regulations or special restrictions in effect at the State House Annex. All employees must comply with COVID related policies in place for the duration of the contract.
18. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.
19. 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.
20. The Contract consists of the following documents:
 - a. Form P-37 standard terms and conditions
 - b. Exhibit B Scope of Work
 - c. Exhibit C Payment Terms
 - d. Exhibit A Special Provisions
 - e. RFB 148-24
 - f. Contractor's Response to RFB 148-24
21. In the event of conflict or ambiguity among any of the text of this Agreement, the following Order of Precedence shall govern:
 - a) Form P-37, General Terms and Conditions and Exhibit A
 - b) Exhibits C and B;
 - c) RFB 148-24 which is incorporated herein by reference, then
 - d) Contractor's bid response to RFB 148-24, which is incorporated by reference herein.

Initials AO

Date 6/5/21

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Plaster Repair Services" to repair plaster moldings at the NH State Library, located at 20 Park Street, Concord, NH 03301 for a not to exceed total of \$44,695.00 (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 plaster repair services. 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:

The Central Facilities Bureau
State of New Hampshire
Department of Administrative Services
19 Pillsbury Street, Room 216
Concord, NH 03301

OR to:

DAS: General Services Accounts Payable
generalservices.accountspayable@das.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 AB
Date 6/5/11

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 INSPIRED ORNAMENTAL LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 04, 2014. 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: 704003

Certificate Number: 0006666269



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate Of Authority

I, Adam Bergeron, hereby certify that I am the sole Partner.
(Name)

Member or Manager and the sole officer of INSPIRED ORNAMENTAL a limited
(Name of Partnership or LLC)

liability partnership under RSA 304-B, a limited liability professional partnership under RSA
304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is
understood that the State of New Hampshire will rely on this certificate as evidence that the
person listed above currently occupies the position indicated and that they have full authority
to bind the partnership or LLC and that this authorization shall remain valid for ninety (90)
days from the date of this Corporate Resolution.

DATED: 5/30/2024

ATTEST:  CEO
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2024

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 Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03079		CONTACT NAME: Leslie Sullivan PHONE (A/C No. Ext.): (603) 681-0450 FAX (A/C No.): E-MAIL ADDRESS: Leslie.Sullivan@relationinsurance.com	
INSURED Inspired Ornamental LLC 51 Northwestern Dr Ste E Salem NH 03079-4885		INSURER(S) AFFORDING COVERAGE INSURER A: Concord General Mutual Insurance Co NAIC # 20872 INSURER B: Hartford Underwriters Insurance Company 30104 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 revised master REVISION NUMBER:

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

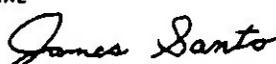
INSR LTR	TYPE OF INSURANCE	ADJ. SUBR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20014504	09/26/2023	09/26/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20021879	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	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	6S60UB6R61230-9-23	09/26/2023	09/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

3A: NH. Adam Bergeron is excluded from workers comp coverage.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Administrative Services Bureau of Purchasing and Prpty 25 Capitol Street, RM 102 Concord NH 03301	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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