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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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 30, 2025

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 contract with D.L. King & Associates, Inc. (VC#168979), Merrimack, NH in the amount of $2,500,000.00 for Carpentry Services with the option to renew for up to an additional up to two-year period, effective upon Governor and Council approval through May 31, 2030.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 3009-25 on February 19, 2025, with responses due on March 12, 2025. This RFB was issued to create a new contract for carpentry projects under $25,000.00 serving all ten (10) State of NH counties. The RFB reached three-hundred and thirty-five (335) vendors through the NIGP registry and directly sourced. There were eight (8) compliant responses received for this multi-award contract with D.L. King & Associates, Inc. submitting competitive pricing for carpentry services in ten (10) counties containing approximately two-hundred and sixteen (216) buildings.

It is the Department's intent to enter into a contract with each of the eight (8) contractors who submitted compliant responses. When an agency wishes to use this service, that agency will develop a scope of work (SOW) and request a quote from each of the contractors. Each SOW will detail various requirements related to the services requested, planning, and implementation of new projects. The project engagement will be awarded to the lowest-cost, qualified quote who has availability to meet the project timeline. The eight (8) contractors upon approval will be D.L. King & Associates, Inc., Covered Bridge Outdoor Construction Corp., Integrated-Builders Incorporated, Kritos & Son's Property Services LLC, Monadnock Commercial Building Company, LLC, Skovic Construction, Tibbetts Construction LLC, and Triple Construction, LLC.

This is a new contract with no historical spend. The price limitation is based on the estimated annual spend of $500,000.00 for all New Hampshire counties. This figure was divided by the number of buildings in each county then multiplied by the five-year term of the contract to arrive at a price limit per county. Each contractor's price limitation is based on the projected spend for each county bid. Since requests for quotes (RFQs) will be issued to each contractor prior to project engagement, forecasting which contractors will receive projects is not possible at this time. Therefore, each contractor has been awarded a price limitation that will provide cost coverage for all projects, should that be the outcome of the RFQ process.

Contract financials	
Coos County – 17 buildings	$39,351.85
Grafton County – 24 buildings	$55,555.56
Carrol County – 12 buildings	$27,777.78
Belknap County – 15 buildings	$34,722.22
Sullivan County – 4 buildings	$9,259.26
Strafford County – 30 Buildings	$69,444.44
Cheshire County – 5 buildings	$11,574.07
Hillsborough County – 7 buildings	$16,203.70
Rockingham County – 28 buildings	$64,814.81
Merrimack County – 74 buildings	$171,296.31
Estimated total annual spend	$500,000.00
Estimated 5-year term spend	$2,500,000.00
Price limitation	$2,500,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with D.L. King & Associates, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Carpentry Projects Under $25,000	Agency	Statewide
RFB#	3009-25	Requisition#	
Agent Name	Steven Burgess	Bid Closing	3/19/2025 10:00 AM

Indicates Award: ☐

COOS COUNTY	Covered Bridge	DL King	Integrated Builders	Kritos and Sons
Carpenter/Lead	$200.00	$160.00	No Bid	No Bid
Helper	$175.00	$137.00	No Bid	No Bid
GRAFTON COUNTY				
Carpenter/Lead	$175.00	$150.00	No Bid	$64.00
Helper	$100.00	$127.00	No Bid	$50.00
CARROLL COUNTY				
Carpenter/Lead	$175.00	$150.00	No Bid	$64.00
Helper	$100.00	$127.00	No Bid	$50.00
BELKNAP COUNTY				
Carpenter/Lead	$175.00	$125.00	$80.00	$64.00
Helper	$100.00	$110.00	$70.00	$50.00
SULLIVAN COUNTY				
Carpenter/Lead	$175.00	$125.00	No Bid	$64.00
Helper	$100.00	$110.00	No Bid	$50.00
STRAFFORD COUNTY				
Carpenter/Lead	$175.00	$125.00	$80.00	$64.00
Helper	$100.00	$110.00	$70.00	$50.00
CHESHIRE COUNTY				
Carpenter/Lead	$250.00	$125.00	$80.00	$73.00
Helper	$125.00	$110.00	$70.00	$55.00
HILLSBOROUGH COUNTY				
Carpenter/Lead	$115.00	$115.00	$60.00	$64.00
Helper	$70.00	$100.00	$56.00	$50.00
ROCKINGHAM COUNTY				
Carpenter/Lead	$110.00	$125.00	$60.00	$64.00
Helper	$70.00	$110.00	$56.00	$50.00
MERRIMACK COUNTY				
Carpenter/Lead	$115.00	$115.00	$60.00	$64.00
Helper	$70.00	$100.00	$56.00	$50.00

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

Monadnock Commercial	Skovic Construction	Tibbets Construction	Triple Construction	Westway Construction
No Bid	No Bid	No Bid	No Bid	Non-Compliant
No Bid	No Bid	No Bid	No Bid	
No Bid	No Bid	$75.00	$126.12	
No Bid	No Bid	$50.00	$105.26	
No Bid	No Bid	No Bid	$126.12	
No Bid	No Bid	No Bid	$105.26	
No Bid	No Bid	$75.00	$126.12	
No Bid	No Bid	$50.00	$105.26	
$95.00	No Bid	$75.00	$126.12	
$75.00	No Bid	$50.00	$105.26	
$95.00	$62.00	No Bid	$126.12	
$75.00	$52.00	No Bid	$105.26	
$95.00	No Bid	No Bid	$126.12	
$75.00	No Bid	No Bid	$105.26	
$95.00	No Bid	$75.00	$126.12	
$75.00	No Bid	$50.00	$105.26	
$95.00	$62.00	No Bid	$126.12	
$75.00	$52.00	No Bid	$105.26	
$95.00	No Bid	$75.00	$126.12	
$75.00	No Bid	$50.00	$105.26	

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary		
Statewide Contract or Amendment		Statewide
Term of Contract		Five Years
Price Limitation		$2,500,000.00
Number of Solicitations Received		8
Number of Sourced bidders		335
Number of non-responsive bidders		327
P-37 Checklist Complete		Yes
D&B Report Attached		N/A
Confirmed Vendor is not debarred or suspended (Sam.gov)		N/A
Method of Payment (P-card/ACH)		Both
FOB Delivered		Yes
Special Notes: Multi-Award contract. Eight (8) contractors will be awarded a contract: D.L. King & Associates, Inc., Covered Bridge Outdoor Construction Corp., Integrated-Builders Incorporated, Kritos & Son's Property Services LLC, Monadnock Commercial Building Company, LLC, Skovic Construction, Tibbetts Construction LLC, and Triple Construction, LLC.		

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name D.L. King & Associates, Inc.		1.4 Contractor Address 45 Bates Road, Merrimack, NH 03054	
1.5 Contractor Phone Number (603) 262-5838	1.6 Account Unit and Class Various	1.7 Completion Date May 31, 2030	1.8 Price Limitation $2,500,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2102	
1.11 Contractor Signature (CEO) Date: 4/21/25		1.12 Name and Title of Contractor Signatory A. Dean King, CEO	
1.13 State Agency Signature Date: 6/3/25		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: Christen Lavers On: 6/7/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials

Date 4/21/25

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 4/21/25

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.

Contractor Initials

Date 9/21/25

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 9/22/25

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date 4/21/25

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. D.L. King & Associates, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Carpentry Services in accordance with the bid submission in response to State Request for Bid 3009-25 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
   - State of New Hampshire Terms and Conditions, General Provisions Form P-37
   - EXHIBIT A Special Provisions
   - EXHIBIT B Scope of Services
   - EXHIBIT C Method of Payment

   2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions", (2) EXHIBIT B "Scope of Services", (3) EXHIBIT C "Method of Payment".

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence June 1, 2025, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of approximately five (5) years.

   3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

4. **SCOPE OF WORK:**
   4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

   4.2. Individual projects are not to exceed $25,000 including all costs associated with any individual project, including supervision, labor, mileage, equipment, construction equipment, machinery and supplies etc., unless a waiver is granted by the Director of the Department of Public Works.

   4.3. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

   4.4. The Contractor(s) shall provide supervision, labor, materials, transportation, tools, equipment, and machinery necessary to satisfactorily complete the Carpentry Services including, but not limited to:

   4.4.1. Demolition of gypsum wall board, plaster, metal, masonry and wood wall systems

   4.4.2. Demolition, repair or replacement of flooring and subflooring systems

   4.4.3. Rough carpentry related to commercial construction of walls, doors, windows and ceilings

   4.4.4. Finish carpentry related to commercial construction of walls, doors, windows and ceilings

   4.4.5. Patching, caulking, priming and painting or staining of renovated areas

   4.4.6. Installing ceramic and other wall tiles

   4.4.7. Demolition, repair or replacement of ceilings

   4.4.8. Demolition, repair or replacement of suspended acoustical tile ceilings

   4.4.9. Demolition, repair, fabrication, installation or replacement of cabinetry

   4.4.10. Installation and removal of temporary enclosures comprised of materials rated for the purpose

   4.4.11. Protection of flooring and countertop surfaces with Builder Board, Ram Board or equivalent

   4.4.12. Demolition, repair, or replacement of building envelope components

   4.4.13. Installing of firestopping or caulking

Contractor Initials

Date 9/21/25

4.4.14. Restoration cleaning of renovated areas

4.5. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the project as available.

4.6. The Contractor(s) shall be required to perform a site visit prior to submitting a fixed-price quote for individual projects at rates established in this contract(s).

4.7. For Carpentry Services requiring immediate attention, the Contractor(s) will work on a time and materials basis at rates as detailed herein. When submitting an invoice, the Contractor(s) must provide detail of the work performed, dates and location of the Carpentry Services, a copy of the material invoices to verify mark up and number of hours per person worked.

4.7.1. Hourly Rate - The Hourly Rate per person with tools and equipment to provide Carpentry Services as described herein. The Hourly Rate shall be for the actual amount of time at the respective job sites.

4.7.2. Materials - All materials shall be invoiced at a markup not to exceed 10% over contractor or subcontractor's cost.

4.7.3. Subcontractors – The use of any subcontractors must be approved in advance by the State Project Manager. Any work performed by subcontractors shall be invoiced at a markup not to exceed 10% over contractor cost.

4.7.4. Equipment – For any machinery or **special** equipment required to complete the Carpentry Services, the Contractor(s) will receive a reasonable rental charge to which no percentage will be added. This rental charge must be approved in advance by the Agency Project Manager before any work begins. The rental rate shall include all fuel, transportation, lubricants, and the upkeep of the equipment. Equipment does not include any small tools and accessories for small tools.

4.8. The Contractor shall secure any permits, schedule inspections and be on site during inspections, The Contractor shall ensure that inspections are made by the appropriate State and or local authority having jurisdiction. The Contractor(s) will invoice the State for the cost of the permit or inspection fees, at no markup, as part of the Carpentry Services. The permit or inspection cost will be itemized on the detailed invoice at the completion of the work.

4.9. For Scheduled Carpentry Services completed on a fixed price basis, the Contractor shall provide information on the invoice that includes detail of the work performed, dates and location of the Carpentry Services.

4.10. All work performed under any ensuing contract(s) shall be scheduled by the Agency Project Manager.

4.11. The successful Contractor(s) shall notify the Agency Project Manager of any maintenance related issues that are discovered while performing the work.

4.12. The Contractor(s) shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

4.12.1. If at any time during the performance of the work required by the Contract(s), a Contractor(s) finds, or has reason to suspect, the presence of asbestos, lead paint, or other hazardous materials in the work area, the Contractor(s) shall immediately notify the State representative setting forth their observations, suspicions and requesting instructions. 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. At the same time, the Contractor(s) shall withdraw all personnel from the potentially contaminated area. The Contractor(s) shall fully cooperate with the State and perform any remedial work as directed.

4.13. The Contractor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

Contractor Initials

Date 9/21/05

4.13.1. All employees of the work and all other persons who may be affected thereby;

4.13.2. All work, materials, and equipment, whether in storage on or off the site, under the care; custody or control of the successful Contractor(s) or any of their subcontractor(s).

4.14. The Contractor(s) shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor(s) shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.

4.15. The Contractor(s) shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of a public authority bearing on the safety of personnel or property or their protection from damage, injury, or loss.

4.16. The Contractor(s) shall erect and maintain; as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of the adjacent utilities.

4.17. The Contractor(s) shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract(s).

4.18. The Contractor(s) shall ensure that all materials shall be 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 unless otherwise specified and all Carpentry Services shall be good quality free from faults and defects.

4.19. The Contractor(s) shall further ensure that all dirt and debris resulting from the work under any resulting contract(s) shall be disposed of at the end of each day or at the completion of work. The Contractor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.

4.20. The Contractor(s) shall supervise and direct the work, using their best skills and attention. The Contractor(s) 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(s) guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, material, or 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. The Contractor(s) shall supply the State with all warranty information whether it be expressed or implied.

4.21. The Contractor(s) shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor(s) shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work, labor furnished under this contract, shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s).

4.22. The Contractor(s) shall adequately secure and protect their own tools, equipment, materials and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.

5. COMMERCIAL REQUIREMENTS:

5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

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5.2. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 5:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6. WARRANTY REQUIREMENTS:

6.1. The successful Contractor shall be required to provide warranties on all work performed by the Contractor for a period of not less than one (1) year or, when equipment is installed, the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

7. USAGE REPORTING:

7.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- 7.1.1. Contract Number
- 7.1.2. Utilizing Agency and Eligible Participant
- 7.1.3. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 7.1.4. Preferred in Excel format

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

Contractor Initials

Date 4/24/25

8.1. The Contractor shall provide all Carpentry Services strictly pursuant to, and in conformity with, the specifications described in State RFB 3009-25, as described herein, and under the terms of this Contract.

8.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

8.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

8.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

8.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

8.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

8.7. The successful Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

8.8. The successful Contractor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Contractor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Contractor shall bear all losses accruing to the Contractor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Contractor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

8.9. The successful Contractor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Contractor's performance of the requested services shall be repaired at the Contractor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

9.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

10. CONFIDENTIALITY & CRIMINAL RECORD:

10.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials

Date 9/21/25

EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

11.1. The Contractor hereby agrees to provide Carpentry Services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $2,500,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

12. PRICING STRUCTURE:

Section 1 - COOS COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$160.00	$242.00	$269.00	$320.00
Helper	$137.00	$207.00	$230.00	$274.00

Section 2 - GRAFTON COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$150.00	$227.00	$252.00	$300.00
Helper	$127.00	$192.00	$213.00	$254.00

Section 3 - CARROLL COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$150.00	$227.00	$252.00	$300.00
Helper	$127.00	$192.00	$213.00	$254.00

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Date 4/21/25

Section 4 - BELKNAP COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$125.00	$189.00	$210.00	$250.00
Helper	$110.00	$166.00	$185.00	$220.00

Section 5 - SULLIVAN COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$125.00	$189.00	$210.00	$250.00
Helper	$110.00	$166.00	$185.00	$220.00

Section 6 - STRAFFORD COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$125.00	$189.00	$210.00	$250.00
Helper	$110.00	$166.00	$185.00	$220.00

Section 7 - CHESHIRE COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$125.00	$189.00	$210.00	$250.00
Helper	$110.00	$166.00	$185.00	$220.00

Section 8 - HILLSBOROUGH COUNTY

Contractor Initials

Date 4/21/20

Description	Monday thru Friday 7 AM to 5 PM for Quoted Projects	Monday thru Friday 5:01 PM to 6:59 AM for immediate work	Saturday & Sunday for immediate work	State Holidays for immediate work
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$115.00	$174.00	$193.00	$230.00
Helper	$100.00	$151.00	$168.00	$200.00
Section 9 - ROCKINGHAM COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$125.00	$189.00	$210.00	$250.00
Helper	$110.00	$166.00	$185.00	$220.00
Section 10 - MERRIMACK COUNTY				
Description	**Monday thru Friday 7 AM to 5 PM for Quoted Projects**	**Monday thru Friday 5:01 PM to 6:59 AM for immediate work**	**Saturday & Sunday for immediate work**	**State Holidays for immediate work**
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Carpenter/Lead	$115.00	$174.00	$193.00	$230.00
Helper	$100.00	$151.00	$168.00	$200.00

13. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

13.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within five (5) business days, unless alternate arrangements have been made with the requesting agency. The quoted hourly rates shall not exceed the rates established under this contract for the county the work will be completed in. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

13.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

14. CONTRACT RETAINAGE:

14.1. The state shall retain 5% of total fixed fees from each milestone payment, to be released upon the completion and acceptance by the State.

15. INVOICE:

15.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor Initials

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15.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

15.3. The invoice shall be sent to the address of the using agency under agreement.

16. SUBCONTRACTOR RELEASE:

16.1. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver a complete release of all claims arising under and by virtue of this Contract, including claims for all Subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all Subcontractors and suppliers have been paid. The Commissioner, may pay any and all such claims, in whole or in part, and deduct the amount or amounts so paid from any partial or final payment.

16.2. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the State for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warrantees provided by the Contractor with respect to this project.

17. PAYMENT:

17.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

Contractor Initials

Date 4/21/25

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **332476**

Certificate Number: **0007165405**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2025.

David M. Scanlan

Secretary of State

Corporate Resolution

I, Lisa M King, **hereby certify** that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of D.L. King & Associates, Inc. . I hereby certify the
(Name of Corporation)

following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 10, 2025, at which a quorum of the Directors/shareholders were
(Month Day, Year)

present and voting.

VOTED: That Arthur Dean King, CEO (may list more than one person) is
(Printed Name and Title)

duly authorized to enter into contracts or agreements on behalf of

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

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to 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 **remains valid for ninety (90)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 3/10/2025

ATTEST: Lisa M King
(Signature)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2025

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
Arthur J. Gallagher Risk Management Services, LLC
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

License#: 0D69293

CONTACT NAME: Renee Skillings
PHONE (A/C, No, Ext): 800-238-3840 FAX (A/C, No): 603-224-8012
E-MAIL ADDRESS: renee_skillings@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Allmerica Financial Benefit Insurance Co	41840
INSURER C : Hanover Insurance Companies	22292
INSURER D : Massachusetts Bay Insurance Company	22306
INSURER E :	
INSURER F :	

INSURED
D.L. King & Associates, Inc.
45 Bates Road
Merrimack NH 03054

DLKING8-01

COVERAGES **CERTIFICATE NUMBER:** 1775051235 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZBV J539525-01	9/3/2024	9/3/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AWV J539507-01	9/3/2024	9/3/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UHV J539526-01	9/3/2024	9/3/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000						Prod/Cmplete Opps Agg	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDV J539518-00	9/3/2024	9/3/2025	X PER STATUTE / OTH-ER	3A: NH/MA
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			ZBV J539525-01	9/3/2024	9/3/2025	Limit	$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Carpentry Services P-37

Excluded Officers: Dean & Lisa King

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Division of Purchase and Property
25 Capitol Street
Concord NH 03301
United States

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
Eric Horner

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