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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF HISTORIC SITES

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

August 19, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-I:80, I (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites to enter into a contract with Christopher A. Burke (VC #252317), of Gilford, NH, in the amount of \$39,500 for the restoration and repointing of the Stone Fire Tower at the Weeks Estate Historic Site upon Governor and Executive Council approval through October 11, 2013. 100% Other Funds (Agency Income).

Funding is available in account titled, Conservation Plate Funds, as follows:

	<u>FY 2014</u>
03-35-35-350010-34050000-048-500226 Contractual Maintenance – B&G	\$39,500

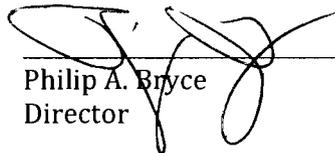
EXPLANATION

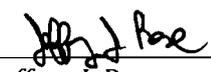
The masonry comprising the Stone Fire Tower located at the Weeks Estate atop Mt. Prospect in Lancaster, NH has deteriorated since the last repair work was carried out in 1964. As a visible North Country icon and active Fire Tower utilized by the Division of Forests and Lands, it is critical that this historic landmark's structural integrity is maintained. Built in 1913 as a water tower and lookout for Statesman John Wingate Weeks's summer retreat, the fire tower has since become a valuable forest fire fighting tool as well as a visitor attraction offering a 360 degree view of the North Country including the Presidential and Kilkenny ranges, as well as the Green Mountains to the West. An invited bid process was used to secure a contractor for this project. Six bidders were invited to bid, five bidders attended a mandatory onsite meeting and two bids were received by the prescribed deadline. Mr. Burke was the low bid and awarded the contract.

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

Respectfully Submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

STATE OF NH
DEPT OF JUSTICE
2013 AUG 27 AM 8:36

Subject:

PR-1341 Stone Tower Repointing Project. Weeks State Historic Site.

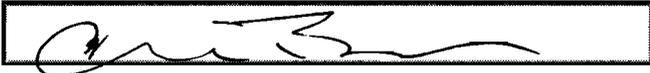
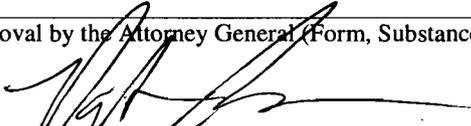
FORM NUMBER P-37 (version 1/09)

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 Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd. PO. Box 1856	
1.3 Contractor Name Christopher A. Burke		1.4 Contractor Address 1328 Cherry Valley Rd. Gilford NH 03249	
1.5 Contractor Phone Number 603-556-0859	1.6 Account Number 3405-048-	1.7 Completion Date October 11, 2013	1.8 Price Limitation \$39,500
1.9 Contracting Officer for State Agency Benjamin H. Wilson		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher A. Burke, Sole Proprietor.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>Sept 5, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		MARGARET MORRISON, Notary Public My Commission Expires April 27, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace MARGARET MORRISON, PROGRAM ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/5/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word “data” shall mean all 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.
- 9.2 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.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials CB
Date 9-5-13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.



U.S. Specialty Insurance Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
main 310 649 0990 facsimile 310 649 0416

Bond No. 1000941208

Public Works – Payment

KNOW ALL MEN BY THESE PRESENTS, That we, Christopher A Burke Stone Masonry & Stone Sales, as Principal, and

U. S. SPECIALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Texas, and authorized to transact a general surety business in the State of _____, as Surety, are held and firmly bound unto State of NH, Dept. of Resources & Economic Development
PO Box 1856, Concord, NH 03302-1856, as Obligee, in the sum of *****

*****Thirty Nine Thousand Five Hundred and No Cents***** Dollars (\$ 39,500.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated July 30, 2013 with said Obligee to do and perform the following work, to wit:

PR-1341 Stone Tower Repointing Project. Weeks State Historic Site

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 29th day of August, 2013.

Christopher A Burke Stone Masonry & Stone Sales
Principal

U. S. SPECIALTY INSURANCE COMPANY

By

Michael J. Herranen Attorney-in-Fact

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Thomas C. Buckner, Michael J. Herranen, or Cynthia Baldonado of Phoenix, Arizona

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

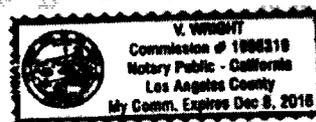
[Signature]
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of August, 2013.

Corporate Seals



Bond No. 1000941208
Agency No. 9930

[Signature]
Jeannie Lee, Assistant Secretary

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC
DEVELOPMENT
DIVISION OF PARKS AND RECREATION
BUREAU OF HISTORIC SITES**

PR-1341 Stone Tower Repointing Project.
Weeks State Historic Site.

EXHIBIT A

Scope of Work: Christopher Burke will repair and restore the stone masonry comprising the Weeks Stone Fire Tower. This work will include the removal of weak and deteriorated mortar on the exterior of the Tower and will restore the mortar and missing stones according to the written specification used for the bidding of this work.

EXHIBIT B

Payments shall be made upon satisfactory completion of work and receipt of an itemized invoice.

Total contract shall not exceed: \$39,500

EXHIBIT C

There are no additional provisions to this contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT
172 Pembroke Road
P.O. Box 1856
Concord, N.H. 03302-1856
TEL. 603-271-3556 FAX 603-271-2629

BID PROPOSAL FORM Cover sheet

PROJECT: Stone Tower Repointing Project
Weeks State Historic Site, Lancaster, NH

MANDATORY PRE BID CONFERENCE: Monday, July 1, 2013 at 11:00 at the site

DATE BID OPENING: Wednesday, July 10, 2013 at 2:00 pm

START DATE: August 19, 2013

COMPLETION DATE: October 11, 2013

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on July 10, 2013. Bids may be deposited in the bid box at DRED's offices in Concord or mailed to the attention of Ben Wilson, Historic Sites Bureau Chief, Department of Resources and Economic Development (DRED), PO Box 1856, Concord NH 03302-1856. Please note on the outside of the sealed envelope: Bid Proposal for Stone Tower Repointing, Weeks State Park, Project No. PR 1341.

DATE: 7/17/13

PROPOSAL OF: Christopher A Burke

GRAND TOTAL / LUMP SUM BASE BID: \$32,000 / \$17⁰⁰ sq. ft

SCHEDULE OF VALUES: Stone Tower Repointing Project at Weeks State Historic Site

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

General Conditions	
Staging.....	\$ 8,000
Old mortar removal.....	\$12,000
Repointing and stone masonry work.....	\$10,000
Sealing around windows and door.....	\$2,000
Sub Total.....	\$32,000

(A)

ALLOWANCES

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of \$7,500 for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

Total Lump Sum of Contract (Including Allowance)..... **\$ 39,500**
(A)+(ALLOWANCE #1 \$7,500)

NOTE: The Schedule of values must be completely filled out in order for bid proposal to be considered responsive.

It is further proposed:

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is thirty-five thousand dollars (\$35,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than thirty-five thousand dollars (\$35,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

Enclosed, herewith, find certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee which is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned. Note: Personal checks will not be accepted as a proposal guarantee.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated 7/10/13 CSB

Addendum #2 dated _____

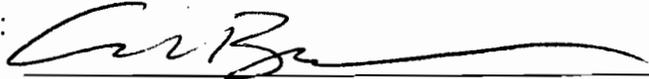
Addendum #3 dated _____

Dated 7/17/13

Unit Price for repointing per sq. ft.
- \$17⁰⁰ sq ft.

SIGNATURE PAGE

Company Name Christopher A Bunce
Address 1328 Cherry Valley Rd ; Guilford, NH 03249
Phone 603-556-0859
E-mail Address burkestone@metrocast.net

Signature of Authorized Bidder: 

Print Christopher Bunce

Title owner

Address of Bidder Same as above
(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

Subject: SAMPLE CONTRACT FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">Department of Resources and Economic Development</div>	1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">PO Box 1856, 172 Pembroke Rd. Concord, NH 03302-1856</div>
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1.3 Contractor Name <div style="border: 1px solid black; height: 20px;"></div>	1.4 Contractor Address <div style="border: 1px solid black; height: 20px;"></div>
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1.5 Contractor Phone Number <div style="border: 1px solid black; height: 20px;"></div>	1.6 Account Number <div style="border: 1px solid black; height: 20px;"></div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">April 29, 2011</div>	1.8 Price Limitation <div style="border: 1px solid black; height: 20px;"></div>
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1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Edward Mussey, Public Works Project Manager I</div>	1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2606 Ext. 404</div>
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1.11 Contractor Signature <div style="border: 1px solid black; height: 20px;"></div>	1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; height: 20px;"></div>
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1.13 Acknowledgement: State of , County of
 On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

 [Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature <div style="border: 1px solid black; height: 20px;"></div>	1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Phillip A. Bryce Acting Commissioner</div>
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1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By: _____ On: _____

1.18 Approval by the Governor and Executive Council
 By: _____ On: _____

WEEKS STATE HISTORIC SITE
STONE TOWER REPOINTING

Project PR 1341

ADDENDUM NO. 1

Item #1. The bid deadline is extended to July 17th, 2013 @2pm. All bids must be received at the DRED office no later than 2pm on this date.

Item #2. Upon completion of the work, the project site must be raked clean of debris and grass seeded over to return it to its current natural state.

Item #3. For the purpose of establishing the lump sum based bid, assume that 75% of the exterior wall area of the tower will have to be repointed. When signing the bid form to acknowledge receipt of Addendum NO. 1, quote a unit price for repointing the tower masonry on a cost per square foot basis. If the area requiring pointing exceeds 75% of the tower wall area, the extra pointing shall be charged against the allowance, (up to \$7,500), using the quoted unit price. If the area requiring pointing turns out to be less than 60% of the tower wall area, credit should be returned to the State using the same quoted unit price to credit the difference between the area repointed and 60% of the tower area.

Client#: 57372

BURCH5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER: A.W. Frost Agency, Inc. 325 Central Street, P.O. Box 129, Franklin, NH 03235. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: Merchants Mutual Insurance Co. INSURED: Christopher A Burke, 1328 Cherry Valley Rd, Gilford, NH 03249-7899.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (BOPI048497), Automobile Liability (CAPI051785), Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Operations usual to the insured during the policy term(s) shown.

CERTIFICATE HOLDER: NH Department of Resources & Economic Development, 172 Pembroke Rd, PO Box 1856, Concord, NH 03302-1856. 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: [Signature]

**State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
Bureau of Historic Sites**

Bidder List: Weeks State Historic Site, Stone Tower Repointing, Project PR 1341.

1. S.D. Szetela Masonry
PO Box 222
Glen, NH 03838.....\$82,400.....\$22.40 per SQF.
2. Northern Empire Masonry Inc.
54 Forbes Hill Road
Colebrook, NH 03576-3802.....Did not provide bid.
3. Karl Armstrong Masonry
PO Box 95
Lyndon, VT 05849.....Did not provide bid.
4. The Lawton Company Inc.
210 Cottage Street
Littleton, NH 03561.....Did not provide bid.
5. Christopher A. Burke
1328 Cherry Valley Road
Gilford, NH 03249.....\$39,500.....\$17.00 per SQF.
6. Twin Elms Landscape
Kevin Fife, Stone Mason
259 Bean Hill Road
Northfield, NH 03276.....Did not provide bid.

