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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

March 20, 2020

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

REQUESTED ACTION

The Department of Natural and Cultural Resources, State Council on the Arts, to enter into a contract with artist Gordon Carlisle (VC #174949), Eliot, ME in the amount of \$4,350 for creation of artwork for the Merrimack County Superior Court in Concord, NH effective upon Governor and Executive Council approval through September 30, 2020. 100% Other Funds (Agency Income)

Funding is available in account, State Art Fund, as follows:

	<u>FY 2020</u>
03-035-035-353510-41000000-054-500526 - Trust Fund Expenditures	\$4,350

EXPLANATION

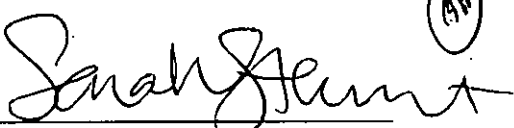
Pursuant to RSA 19-A:10, The Percent for Art Selection Committee (which is made up of representatives from the agency responsible for the building under construction, the project architect, a state legislator from the district where the building is located, a local representative, a professional artist, and representatives from the State Arts Council) recommends the following artist commission for the Merrimack County Superior Court.

Gordon Carlisle, consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 7, 2019, will create and install an acrylic painting, sized 50X54" (framed) entitled *Summer Along the Contoocook* for the Merrimack County Superior Courthouse. The painting depicts a view of the Contoocook River as seen from the river's edge in Penacook.

Mr. Carlisle has already received a commission in the amount of \$6,000 in FY 2020. The cumulative total with this new contract is over the \$10,000 threshold therefore requires Governor and Executive Council approval.

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

Respectfully submitted,



Sarah L. Stewart
Commissioner

FORM NUMBER P-37 (version 12/11/2019)


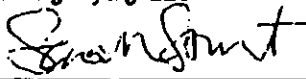


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Council on the Arts		1.2 State Agency Address 19 Pillsbury St. Concord, NH 03301	
1.3 Contractor Name Gordon Carlisle		1.4 Contractor Address 111 Fore Rd. Eliot, ME 03903	
1.5 Contractor Phone Number 603.431.3639	1.6 Account Number 353510-41000000-406342	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$4,350
1.9 Contracting Officer for State Agency Sarah Stewart, Commissioner		1.10 State Agency Telephone Number (603) 271-2789	
1.11 Contractor Signature  Date: 2/18/20		1.12 Name and Title of Contractor Signatory Gordon Carlisle, artist	
1.13 State Agency Signature  Date: 3/26/20		1.14 Name and Title of State Agency Signatory Sarah Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: April 3, 2020			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/13/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials GC
Date 2/18/20

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 as indicated in block 1.17, 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. 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 affected 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. 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 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 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 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 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 cured, 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 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.

8.3. 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.

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) 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) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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 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.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 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 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 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 ten (10) days prior to the expiration date of each insurance policy. 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 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A – Gordon Carlisle
Special Provisions**

USE:

Once the Artwork is completed and becomes the property of the State, the State will not permit any use of the Artist's name or misuse of the Artwork which, in the State's opinion, would reflect discredit on the Artist's reputation or violate the spirit of the Artwork.

All preliminary data and research leading up to the execution of the final Artwork purchased by the State remain the sole property of the Artist.

The Imagery developed by the Artist for the Artwork may continue to be used as the Artist chooses for other original works of art.

INSURANCE:

The insurance limits that are contained in section 14.1.1 pertaining to general liability are modified to reflect the Certificate of Insurance for Poolyle Productions, LLC dated November 14, 2019 at General Liability \$500,000 each occurrence and \$1,000,000 in aggregate.

REPRODUCTION:

The Division of the Arts shall have the right to reproduce the image of the Artwork for purposes of supporting and promoting New Hampshire arts and for publicity purposes such as within booklets, press releases, Division of the Arts Website, e-news, etc., with credit given to the Artist in all cases.

ASSURANCE:

The materials of the artwork and installation hardware shall remain free from all defects for a period of 90 days from the date of installation. Any defect noted within 90 days of the installation date shall be repaired by the Artist at his/her expense. The date and remedy of any repair shall be coordinated with and approved by the NHSCA staff. Any repair shall restore the artwork to a condition requiring minimal maintenance as originally stated in the Request for Proposals. Should the artist fail to remedy any defect within 60 days of notification of defect, the State may deem the artists in default and pursue legal remedies as provided in Section 8 of the P-37 Form.

Contractor Initials GC

Date 2/18/20

**EXHIBIT B – Gordon Carlisle
Services**

SERVICES & INSTALLATION:

Consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 6, 2019, Gordon Carlisle will create and install at the Merrimack County Superior Court a painting *Summer Along the Contoocook* 54X50.

Contract cost includes transportation and installation.

INSTALLATION:

An employee of the NHSCA will coordinate scheduling of transportation and installation of artworks and will be present onsite to assure contract compliance on the scheduled installation day. Installation shall take place during normal business hours and the artist agrees to take all reasonable precautions to avoid unsafe conditions for patrons and employees of the site.

The artist is required to arrive fully prepared for the installation of the artworks on the scheduled installation day.

A pre-installation site visit may be scheduled by NHSCA staff to help the artist assess installation requirements, as requested by the artist.

Contractor Initials GC

Date 2/18/20

**EXHIBIT C -- Gordon Carlisle
Payment**

PAYMENT:

The Artist shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full payment for all services, materials, travel, delivery, and installation (if specified under Exhibit A) to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by Artist:

Commissions:

- First payment: Thirty-five percent (35%) of the amount referenced above shall be paid upon the effective date of this contract.
- Second payment: Thirty-five percent (35%) of the amount referenced above shall be paid when the project is seventy percent (70%) completed.
- Third and final payment: Thirty percent (30%) shall be paid after final acceptance by the State, wherein the State signifies that the Artwork has been completed.

Upon receipt and approval of the final invoice by the State, completion of an "Artist Worksheet" by the Artist detailing final information and recommendations for maintenance on the Artwork, and in consideration of the satisfactory performance of the services as determined by the State, the State shall consider this acceptance of the Artwork and submit invoice for processing.

The payment by the State of the full contract price shall be the sole compensation to the Artist for services and reimbursement to the Artist for all expenses, of whatever nature, in the performance of this contract and shall be considered complete. The State shall have no liability to the Artist other than the contract price.

Contractor Initials GC
Date 2/18/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Poolyle Productions LLC 111 Fore Rd Eliot ME 03903	INSURER A: West American Insurance Company NAIC # 44393	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 54660749 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLW58860292	9/16/2019	9/16/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire New Hampshire State Council on the Arts Attn: Attorney Generals Office 19 Pillsbury St Ste 1 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Kristy Fitzgerald
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ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mutual Insurance		NAMED INSURED Poolyle Productions LLC 111 Fore Rd Eliot ME 03903	
POLICY NUMBER BLW58860292		EFFECTIVE DATE: 9/16/2019	
CARRIER West American Insurance Company	NAIC CODE 44393		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: State of New Hampshire New Hampshire State Council on the Arts Attn: Attorney Generals Office

ADDRESS: 19 Pillsbury St Ste 1 Concord NH 03301

The complete Named Insured reads as follows:
 Poolyle Productions LLC
 Gordon Carlisle

GORDON CARLISLE

Studio and Mailing Address: 111 Fore Road, Eliot, ME 03903

info@gordoncarlisle.com

www.gordoncarlisle.com

SELECTED PUBLIC ART COMMISSIONS

- 2018 "From Bald Rock Mountain, Lincolnville," Waldo Justice Center, Belfast, ME: a
-19 Maine Arts Commission Percent for Art grant to create a large landscape painting
for the entrance to their new courthouse – 26.7' sq.
- 2017 "Family Wall," York Hospital, York, ME: a corridor mural incorporating patient
and family sentiments, in their handwriting, about their various experiences of
being treated at the hospital – 147.5' sq.
- 2015 Portsmouth Middle School, Portsmouth, NH: re-creation of the sky and clouds
mural for the ceiling of the interior rotunda – 132' sq.
- St. Peter's Roman Catholic Church, Portland, ME: four mural adaptations for the
church's transepts – 264.6' sq., total
- 2012 "Columbus Day Hike Up Rattlesnake," Fourth District Court, Laconia, NH: New
Hampshire State Council on the Arts Percent for Art grant to paint a four-panel,
panoramic mural for the second floor waiting area – 69' sq.
- "The Dance Hall Mural," The Dance Hall, Kittery, ME: commission by owner Cary
Mabley to paint a WPA-style, four-panel mural for the entrance lobby – 67' sq.
- "Community," John Stark Regional High School, Weare, NH: one-month
residency assisting students with the design and painting of their exterior mural
– 295' sq.
- South Berwick Public Library, South Berwick, ME: commission to re-create two
water-damaged, decorative ceiling panels – 125' sq., each
- 2011 "A Delicate Balance," Hampton Beach State Park, Hampton Beach, NH: New
Hampshire State Council on the Arts Percent for Art grant to paint a mural for
the new Seashell Complex Conference Room, depicting the ecological challenge
presented by our use of and proximity to this outstanding natural area – 101' sq.

- "Summer on the Souhegan," Merrimack Court, Merrimack, NH: New Hampshire State Council on the Arts Percent for Art grant to create a landscape painting for the second floor waiting area – 24' sq.
- 2010 St. John's Episcopal Church, Portsmouth, NH: restoration of 1800s trompe-l'oeil mural and plaster work in the church's sanctuary and upper proscenium
- 2009 "Christa and Alan: Space Explorers!" McAuliffe-Shepard Discovery Center, Concord, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a two-panel homage to Christa McAuliffe and Alan Shepherd, stylized to emulate science fiction comics of the 1940s and 1950s
- 2008 The Somersworth Mural, Constitutional Way, Somersworth, NH: New Hampshire Community Arts Residency leading to the creation of an exterior wall mural depicting Somersworth's "Proud Past, Bright Future" – 1493' sq.
- 2007 "The School by the River," Washington County Community College, Calais, ME: Maine Arts Commission Percent for Art grant to paint five panels for the main entry rotunda – 160' sq.
- 2006 "Rough Crossing," Youth Development Center, Manchester, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a nine-panel, narrative mural for the dining hall – 216' sq.
- 2005 The Portsmouth Brewery, Portsmouth, NH: entryway mural – 47.5' sq.
- 2003 St. Peter's Roman Catholic Church, Portland, ME: four mural adaptations –04- of Renaissance artworks for the church's sanctuary, depicting stages in the life of Saint Peter, plus lettering and decorative painting – 743' sq., total
- 2002 "Windows Coming Home," The New Hampshire Veterans Home, Tilton, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a trompe-l'oeil mural for the entrance corridor wall – 83' sq.
- 2001 New Hampshire Department of Fish and Game, Concord, NH: ten murals for the department's Discovery Center, depicting the seasons and natural history of the state – approx. 1300' sq., total
- 2000 "Memory Lane," New Hampshire Hospital, Concord, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a mural for an interior corridor wall – 154' sq.

- 1999 "Moosilauke Triptych," Glencliff Home for the Elderly, Benton, NH: New Hampshire State Council on the Arts Percent for Art grant to paint a panoramic mural for one of the home's dining areas - 103' sq.
- 1998 "Medicine Wheel," Planned Parenthood, Boston, MA: interior wall mural depicting the history of the organization - 120' sq.
- 1997 "Granite State Patchwork," (Private commission): three interior wall murals depicting the natural and industrial landscape of New Hampshire - 180' sq., total
Sandy Point Discovery Center, Stratham, NH: interior wall mural - 63' sq.
- 1996 Seacoast Export, Inc., Humarock, MA: modular display booth for international marketing - 182' sq.
- 1995 Waterworks, Nashua, NH: four interior wall murals - 197' sq., total
Exeter Hospital, Exeter, NH: mural triptych - 66' sq., total
North Hampton Elementary School, North Hampton, NH: interior mural, commissioned by graduating students - 136' sq.
Muddy River Smokehouse, Portsmouth, NH: interior wall mural - 936' sq.*
- 1993 College of the Holy Cross, Fenwick Chapel, Worcester, MA: re-creation of the early 20th century decorative painting scheme on the ceiling and walls - approx. 10,000' sq.*
- 1992 "The Sky's the Limit," Laura E. Richards Elementary School (MSAD 11), Gardiner, ME: Maine Arts Commission Percent for Art grant to paint a mural on the ceiling and walls of the library / media center - 346' sq.*
Police Standards and Training Facility, Concord, NH: interior trompe l'oeil mural designed to aid in tactical training procedures - 3,260' sq.*
Grace Episcopal Church, New Bedford, MA: re-creation of the original 19th century paint and stenciling scheme on the ceiling, nave, sanctuary, chapel, lobby and foyer (in association with Design and Conservation of New Bedford)*
- 1991 Barnstable County Superior Courthouse, Barnstable, MA: re-creation of the original Victorian stenciled design on the courtroom ceiling and entablature (in association with the Society for the Preservation of New England Antiquities)*

- 1990 Benton Elementary School (SAD 49), Benton, ME: Maine Arts Commission Percent for Art grant to paint six murals in the general entrance lobby on oversized, wooden jigsaw puzzle pieces. Working in collaboration with students and teachers, we created six murals depicting the natural history of the Kennebec region – 408' sq., total*
- 1989 Hyatt Regency Hotel, Dulles Airport, Washington, DC: four murals for the hotel restaurant – 158' sq., total*
- 1988 "When You Plant a Seed," New Hampshire Pavilion of the Eastern States Fairgrounds, West Springfield, MA: interior mural depicting New Hampshire's agribusiness (created in association with the New Hampshire Department of Agriculture) – 1,339' sq.*
- 1987 "Lest We Forget (The Manchester Mural)," 149 Hanover Street, Manchester, NH: exterior mural depicting Manchester's past, present and future (created in association with United Savers Bancorp and the Greater Manchester Chamber of Commerce; destroyed 2005) – 3,384' sq.*
- 1986 New Hampshire Savings Bank, Concord, NH: interior trompe l'oeil mural behind the bank's teller line – 744' sq.*
- 1985 Christ the King Church, Ludlow, MA: acted as artistic director for the 18-month complete interior redecoration of this Polish Catholic church (figurative, trompe l'oeil and decorative painting) – approx. 10,000' sq.

* Specified projects completed in association with Mural Works

SOLO EXHIBITIONS

- 2015 George Marshall Store Gallery, York, ME
- 2009 Kimball/Jenkins Estate, Concord, NH
Tredwell Contemporary Art, Portsmouth, NH
- 2008 Firehouse Center for the Arts, Newburyport, MA
- 2005 The Music Hall, Portsmouth, NH
- 1994 Cape Neddick Inn, Cape Neddick, ME
- 1993 Off the Wall Gallery, Santa Fe, NM

See Page 5 for more Solo Exhibitions, and for Group Exhibitions

- 1991 Manchester Institute of Arts and Sciences, Manchester, NH
- 1990 McGowan Fine Art, Inc., Concord, NH
- 1989 O'Farrell Gallery, Brunswick, ME
- 1980 Knickerbocker Country Club, Tenafly, NJ

GROUP EXHIBITIONS

- 2018 "At Ease," George Marshall Store Gallery, York, ME
- 2017 "Home," 440 Gallery, Brooklyn, NY
- 2016 "Personal is Political is Personal," 440 Gallery, Brooklyn, NY
- 2015 "Flight!" Children's Museum of New Hampshire, Dover, NH
- 2013 "Bridging the Piscataqua" Discover Portsmouth Center, Portsmouth, NH
- "Off the Wall: Satire in Contemporary American Art" Richard Boyd Gallery, Peaks Island, ME
- "Labor: the Art of Work," Richard Boyd Gallery, Peaks Island, ME
- "Paste & Pages," Harlow Gallery, Hallowell, ME
- 2011 "The Man Show," Three Graces, Portsmouth, NH
- 2010 "Flights of Imagination," Children's Museum of New Hampshire, Dover, NH
- "Hold Everything," George Marshall Store Gallery, York, ME
- "Teeny Tiny," Three Graces, Portsmouth, NH
- "Seventeen," de Castellane Gallery, Brooklyn, NY
- 2008 "A Gathering of New Hampshire Visual Arts Fellows: 1999-2009," Sharon Arts Center, Peterborough, NH
- 2007 "Enormous/Tiny," Nahcotta Gallery, Portsmouth, NH
- 2006 "What is Home?" Nahcotta Gallery, Portsmouth, NH
- 2005 "Landscape," Nahcotta Gallery, Portsmouth, NH
- "Theatre Arts," 100 Market Street Gallery, Portsmouth, NH
- New Hampshire Institute of Art Biennial, Manchester, NH

- 2003 "Applied Arts," 100 Market Street Gallery, Portsmouth, NH
"Encounter Surrealism," Sanctuary Arts, Eliot, ME
- 2001 "Stone Books," Nahcotta Gallery, Portsmouth, NH
"From Wyeth to Welliver," Currier Gallery of Art, Manchester, NH
"Buttonworks," George Marshall Store Gallery, York, ME
- 2000 "New England Views: Real and Imagined," Currier Gallery of Art,
Manchester, NH
- 1999 "Hunting in the Maine Woods," O'Farrell Gallery, Brunswick, ME
- 1998 Ogunquit Art Association, Ogunquit, ME
- 1995 "New Directions," Barrett House Gallery, Poughkeepsie, NY
Manchester Institute of Arts and Sciences Biennial, Manchester, NH
- 1994 "Artists Invite Artists," Kingston Gallery, Boston, MA
- 1992 "Imperiled Shores," Baxter Gallery, Portland School of Art, Portland, ME
"Body Language II," St. Paul's School, Concord, NH
- 1991 Opus 71 Gallery, Hollis, NH
Belknap Mill Gallery, Laconia, NH
"Body Language I," Lamont Gallery, Phillips Exeter Academy, Exeter, NH
North Dakota Print and Drawing Annual, University of North Dakota, Grand
Forks, ND
St. Anselm College, Manchester, NH
- 1989 Cambridge Art Association, Cambridge, MA
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)
- 1988 Currier Museum of Art, Manchester, NH
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)
- 1987 Walt Kuhn Gallery, Cape Neddick, ME
Manchester Institute of Arts and Sciences, Manchester, NH
Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)
- 1986 Mural Works Studio, Portsmouth, NH (host, organizer, exhibiting artist)

- 1984 University of New Hampshire Art Gallery, Durham, NH
Vaughan Art Gallery, Portsmouth, NH
Currier Museum of Art, Manchester, NH
Silvermine Guild Center for the Arts, New Canaan, CT
State Street Gallery, Portsmouth, NH
- 1983 Manchester Institute of Arts and Sciences, Manchester, NH
Plymouth State College Art Gallery, Plymouth, NH
Silvermine Guild Center for the Arts, New Canaan, CT
State Street Gallery, Portsmouth, NH
- 1982 Café Pétronella, Portsmouth, NH
Alley Gallery, Portsmouth, NH
Prescott Park Arts Festival, Portsmouth, NH
- 1981 Martello Art and Historical Society, Key West, FL

AWARDS

- 2007 New Hampshire Art Association's "Vision and Voice: Art as Social and Political Commentary," Grand Prize winner
- 2004 Maine Arts Commission, "Good Idea Grant"
- 2003 New Hampshire Chronicle, WMUR-TV, Manchester, NH (profiled as a mural artist)
- 1999 New Hampshire State Council on the Arts, Individual Artist Fellowship
- 1997 The New Hampshire Creative Club, Award for Creative Excellence
(in association with Brown and Co. Graphic Design, Inc., Portsmouth, NH)
- 1996 Graniteer Award for Best in New Hampshire Advertising Design (in association with Brown and Co. Graphic Design, Inc., Portsmouth, NH)
- 1988 Prescott Park Arts Festival, Portsmouth, NH: Best in Show
- 1981 Key West Art Center Festival, Key West, FL: Best in Show

COLLECTIONS

Bates College, Lewiston, ME

Chubb Life Insurance Company, Concord, NH

Currier Museum of Art, Manchester, NH

Deloitte and Touche, Boston, MA

Fidelity Investments, Merrimack, NH

Holland, Mark and Martin, Boston, MA

Massachusetts General Hospital, Boston, MA

New Hampshire Department of Revenue, Concord, NH

Ronald Furst, Diane Taylor, York, ME

Richard L. Schumann, Conway, NH

REPRESENTATION

CaFE (CallForEntry.org)

Cambridge Arts Council, Cambridge, MA

George Marshall Store Gallery, York, ME

Maine Arts Commission, Augusta, ME

New Hampshire State Council on the Arts, Concord, NH

UrbanArts, Boston, MA

PUBLICATIONS

2018 **Nature by Design: The Practice of Biophilic Design**, Stephen Kellert Yale University Press, New Haven, CT (featured as a muralist in a hospital setting)

2016 **The Last Run**, Stephen Clarkson, Peter E. Randall Publisher, Portsmouth, NH (cover art)


Through the Eyes of a Soldier, Robert Simmonds, Peter E. Randall Publisher, Portsmouth, NH (cover art)

- 2015 **Rudolfoletto, A Christmas Operetta for Gifted Reindeer**, Douglas Lanphier Wheeler, Peter E. Randall Publisher, Portsmouth, NH (children's book cover art and illustrations)
- 2014 **T.J. Retlaw, Captain Frank Bohica**, METO Power Press (interior illustrations)
- 2011 **Birthright of a True Humanity**, Stephen Kellert, Yale University Press, New Haven, CT
- 2009 **Image Art Workshop**, Paula Guhin, Creative Publishing International
- 2008 **Music and Motion Manual: the 1930's**, Susan Reid / Music and Motion Co., Eliot, ME (cover art and interior illustrations)
- 2007 **Music and Motion Manual: the 1920's**, Susan Reid / Music and Motion Co., Eliot, ME (cover art and interior illustrations)
- 2006 **Patriot's Reward**, Stephen Clarkson, Peter E. Randall Publisher, Portsmouth, NH (cover art)
- 2005 **Art on the Walls: Murals in New England**, RJD Enterprises, Rehoboth, MA
Collage Sourcebook: Exploring the Art and Techniques of Collage, Rockport Publishers, Gloucester, MA
- 2001 **Quest For Liberty**, Robert Rowe, Peter E. Randall Publisher, Portsmouth, NH (cover art)
- 2002 **The Café Review**, Yes Books, Portland, ME
River City: "The Elvis Issue," Department of English, University of Memphis, Memphis TN
- 2001 **Finding Balance: A Field Guide for Planning**, Cooperative Institute for Coastal and Estuarine Environmental Technology, University of New Hampshire Video Services, Durham, NH (CD-ROM using interactive illustrations)
The Café Review, Yes Books, Portland, ME
- 1997 **Portrait Inspirations**, Quarry Books, Rockport, MA
Crow Milk: Poems by Rick Agran, Oyster River Press, Durham, NH (cover art and illustrations)

- 1996 **Collage Art**, Jennifer L. Atkinson, Quarry Books, Rockport, MA
The Best of Acrylic Painting, juried by Alfred M. Duca and Lynn Loscutoff,
Quarry Books, Rockport, MA
Eye of the Glider: Shadow on Cape Cod, Robert D.B. Carlisle, Stageneck
Publications, Chatham, MA (cover painting and illustrations)
- 1993 **In the Land of the Lotus Eaters**, Robert D.B. Carlisle, Stageneck Publications,
Chatham, MA (cover painting and illustrations)
- 1980 **The Lenni Lenapes Always Came Home**, Robert D.B. Carlisle, Noryb Ventures
Publications, Montclair, NJ (cover art and illustrations)

THEATRICAL AND MUSICAL COLLABORATIONS

- 2017 **Makin' Whoopie! Ida LeClair's Guide to Love and Marriage**, Poolyle
-18 Productions: editor, poster design
- 2013 **Cape May**, Kent Stephens StageForce: set designer
- 2012 **I Married an Alien!** Poolyle Productions: editor, publicity designer
Red, The Public Theatre: scenic painter
- 2010 **The Moose in Me, the Moose in You!** Poolyle Productions: editor, set designer
- 2009 **Lamplight Dialogues: A Nighttime Journey Into the Ghost Lives of Puddle**
-10 Dock, Harbor Light Stage: actor, composer, musician
- 2009 **A Very Ida Christmas**, Poolyle Productions: editor, set and publicity designer
Mid-life Crisis Cabaret, Poolyle Productions in collaboration with Pat Spalding:
co-creator (actor, song composer and musician, set and publicity designer)
Creekman, Harbor Light Stage: scenic designer and painter
- 2008 **Shutting Up Peggy Lee**, Poolyle Productions: editor, set designer
Urinetown, Brewster Academy: scenic designer and painter
Pirates or Patriots? Harbor Light Stage: scenic designer, and painter
- 2005 **Ida's Havin' a Yard Sale!** Poolyle Productions: co-creator (editor, theme song
composer and musician, set and publicity designer)

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- 2003 **Pardon My French!** Poolyle Productions: musical composer, musician, voices and sound effects technician, graphic designer, researcher
 - 2002 **Yellowjackets**, with Susan Poulin as part of "Reflections on 9/11, a Gift to the Community" at the Portsmouth Music Hall: writer and performer
 - 2000 **Frog Stuck in the Ice: A Franco-American Story**, with Susan Poulin and Michael
-01 Parent, commissioned by L/A Arts: editor, actor
 - 1998 **Spousal Deafness and Other Bones of Contention**, Poolyle Productions: co-
-99 creator (co-writer, musical composer, musician, actor, set and graphic designer)
 - 1998 **A Dragon in George's Park**, with Susan Poulin, commissioned by the Greater
Piscataqua Community Foundation to promote their Arts Builds Community
project: co-creator (co-writer, actor, musician, set designer)
 - 1997 **Ida: Woman Who Runs With the Moose**, Poolyle Productions: co-creator (co-
writer/editor, set and graphic designer, musical composer)
 - 1995 **In My Head I'm Thin**, Poolyle Productions: co-creator (co-writer/editor, set
-96 and graphic designer, musical composer, musician, actor)
 - 1993 **Cleaning House**, with Susan Poulin: set and graphic designer, director
 - 1992 **The Perfect Match**, with Susan Poulin: set and graphic designer, director
 - 1989 **GLJ: Take It To The Bridge**, with Linda and John Ellison, 12-song cassette:
composer, producer, arranger, musician, art designer

VIDEO VOICE-OVER AND ON-CAMERA WORK

- 2005 **It's Who You Know**, for WMTW, Channel 8 (Maine) and Morgan, Smith and
Cronin: OC work
- 2002 **Plants: They Grow on You!** University of New Hampshire Video Services: OC work
Stormwater Runoff: There Is No Away, University of New Hampshire Video
Services, for Seacoast Stormwater Coalition: OC host
Yellowjackets, with Susan Poulin, for Maine Public Radio and Rocky Coast
Radio Theatre's "Reflection on September 11th": performed original radio theatre
- 1999 **Get Your 30**, for University of New Hampshire Cooperative Extension: OC work

- 1998 **QuickBooks for Accountants and QuickBooks for Small Business Owners**, for Advanced Learning Systems: OC work
- Making Ends Meet**, for NH Department of Welfare: OC work
- Get Milk!** a dairy employee best practices videotape for The George Walker Trust, winner of CINE Golden Eagle Award: OC work
- 1989 Technical video presentations for The Foundation for Seacoast Health, Itran Corporation, Acuity Imaging Inc., Impec Corp., Northeast Robotics, I.D. Matrix Corp., and Computer Identics (all through Sarian Scientific Video): VO work

WORK EXPERIENCE

1973 — present

Freelance Artist: offering a wide range of artistic services, including murals, paintings, portraits, graphic design, scenic painting and illustration

1984 — 1994

Mural Works, Portsmouth, NH: partner, designer and painter of interior and exterior murals and decorative wall treatments throughout New England

1977 — 1981

Street Portraitist, Rue St. Amable, Montreal, PQ, Canada

1973 — 1975

Silver Brothers, Capitola, CA: partner, designer and screen printer; designing and printing creative commercial imagery on fabric and paper

EDUCATION

1973 San Francisco Art Institute, San Francisco, CA: B.F.A., Printmaking