

31A *stew*



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

September 17, 2014

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

Sole Source

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites (Bureau) to enter into a **SOLE SOURCE** contract with Lionel Cloutier Construction d/b/a LM Cloutier Construction (VC #261858), Groveton, NH, in the amount of \$80,000 for emergency carpentry repairs and painting for "The Lodge" at Weeks State Park upon Governor and Executive Council approval through September 30, 2015. 100% Agency Income (Conservation Plate Funds)

Funding is available in account titled, Conservation Plate Funds, as follows and pending budget approval for Fiscal Year 2016:

		<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-350010-34050000-048-500226	Contractual Maintenance B&G	\$70,000	\$10,000

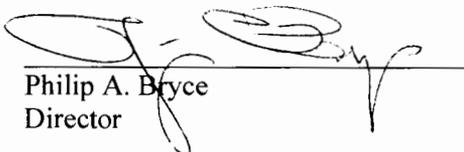
EXPLANATION

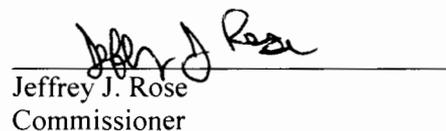
The Weeks Estate, located atop Mt. Prospect in Lancaster, has seen little capital maintenance or stewardship since 1964. The main house, also known as "The Lodge" is a stone, brick and stucco arts and crafts building that has suffered tremendously due to its difficult environment. This has not only placed the building at risk, but has created safety issues for thousands of seasonal visitors. The Bureau has developed a phased restoration plan and over the last three years has put the project out to public bid on two occasions. The first bid attempt resulted in no bids and the second resulted in only two bids that had to be disqualified due to price. It is now absolutely necessary that we repair the most vulnerable, deteriorated parts of the building. The Bureau has sought a proposal from Mr. Cloutier who frequently works on restoration projects locally and who is willing to make time in his schedule to complete the needed work. Therefore, the Department is respectfully requesting sole source approval of a contract with Mr. Cloutier. In addition to the contract, the Department has included letters from descendants of the Weeks-Davidge family whom support this effort. Thank you for your consideration.

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

Respectfully submitted,

Concurred,


Philip A. Bryce
Director

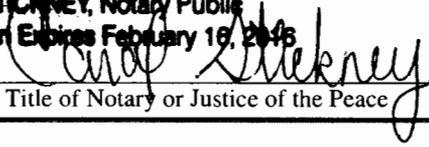
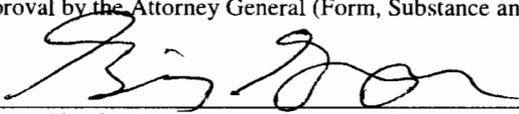

Jeffrey J. Rose
Commissioner

Subject: Emergency Carpentry Repairs and Painting, Weeks Lodge. 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 <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Rd. PO. Box 1856</u>	
1.3 Contractor Name <u>Lionel M. Cloutier, DBA L.M. Cloutier Construction</u>		1.4 Contractor Address <u>748 Hurlbut Hill, Waterford, VT 05819</u>	
1.5 Contractor Phone Number <u>603-344-3707</u>	1.6 Account Number <u>34050000-048-500226</u>	1.7 Completion Date <u>September 30, 2015</u>	1.8 Price Limitation <u>\$80,000.00</u>
1.9 Contracting Officer for State Agency <u>Benjamin H. Wilson</u>		1.10 State Agency Telephone Number <u>603-271-3556</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Lionel Cloutier, Principal</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Coxs</u> On <u>8/28/14</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 CAROL STICKNEY, Notary Public My Commission Expires February 16, 2015 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/19/14</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.

Contractor Initials 
Date 8-28-14

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.

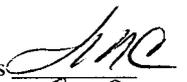
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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 
Date 8-28-14

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.

Contractor Initials 
Date 8-28-14

**Department of Resources and Economic Development
Division of Parks and Recreation
Bureau of Historic Sites
Emergency Repairs to the Weeks Estate Lodge**

EXHIBIT A

Summary of Services:

L.M. Cloutier Construction will adhere to the Secretary of the Interiors Standards for Restoration / Rehabilitation. L.M Cloutier Construction will:

1. Repair all exterior rotten, wooden elements on the lodge saving all salvageable original materials and replacing in-kind when necessary.
2. Repair and restore all window openings, including glass and glazing.
3. Repair the three roof / portico decks and roof coverings.
4. Repair all roof deck / portico railings.
5. Re-build the Kitchen porch steps, restoring third 1st floor fire egress.
6. Back prime, prime paint and finish paint all new wood work to match existing.
7. Stabilize failing stucco on all four façades, in preparation for finish stucco repairs in summer 2015.

EXHIBIT B

Contract shall not exceed \$80,000. Payments will be made by monthly invoice for work completed and inspected.

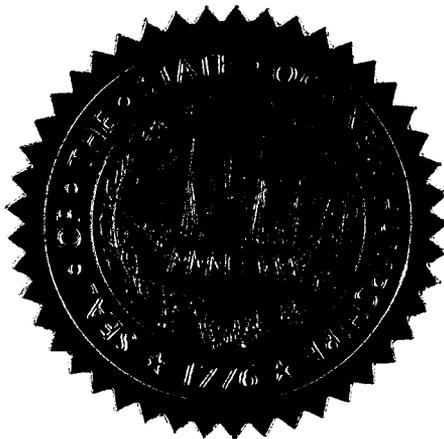
EXHIBIT C

There are no special or additional provisions to this contract.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that L.M. Cloutier Construction is a New Hampshire trade name registered on January 6, 2014 and that Lionel Cloutier presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of August, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

LM CLOUTIER CONSTRUCTION

26 West Street Groveton, N.H. 03582
(802) 917-4968

I Lionel Cloutier, principal of L.M. Cloutier Construction, can
sign contracts on behalf of the company.



Lionel Cloutier

Date Sept 4 2014



CERTIFICATE OF LIABILITY INSURANCE

CLOUL11

OP ID: SG

DATE (MM/DD/YYYY)
08/13/2014

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 Marshall Insurance Agency 92 Main Street Lancaster, NH 03584 LYNETTE WESTCOTT	CONTACT NAME: PHONE (A/C, No, Ext): 603-788-4657		FAX (A/C, No): 603-788-3504
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MAINE MUTUAL GROUP	
		INSURER B: ZURICH INSURANCE CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
 Lionel M Cloutier
 dba LM Cloutier Construction
 748 Hurlbut Hill Lane
 Waterford, VT 05819

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SC10985222	06/29/2014	06/29/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KA10985222	08/29/2014	06/29/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	6ZZUB 2E02913-2-14	02/20/2014	02/20/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CARPENTRY. OWNER LIONEL CLOUTIER IS EXCLUDED ON THE WORKERS COMP POLICY AND COVERAGE IS PROVIDED IN THE STATES OF NH & VT.

CERTIFICATE HOLDER Orth Benjamin Wilson WEEKS STATE PARK 200 WEEKS STATE PARK RD LANCASTER, NH 03584	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
---	--

REBECCA WEEKS SHERRILL MORE, Ph.D.
135 Benefit Street
Providence, Rhode Island 02903

September 8, 2014

Her Excellency, Governor Margaret Wood Hassan
The New Hampshire Executive Council
107 N. Main St.
State House, Room 207
Concord, New Hampshire 03301

Dear Governor Hassan and Honorable Executive Councilors,

I am writing in support of a request to the Governor and Council from the Bureau of Historic Sites (BHS/DRED) for approval of an "Emergency Repair Contract" for the 1913 Weeks Lodge at Weeks State Park in Lancaster NH.

As a descendent of John Wingate Weeks and a member of the Weeks-Davidge families who gave Week's Mt. Prospect estate to the State of New Hampshire in 1941, I am deeply concerned about the current condition of the Lodge. The Lodge, listed on The National Register of Historic Places, has been deteriorating for many years. At present, its exterior requires immediate action to prevent further damage to the fabric of the building - and possible risk to visitors to the Park. I hope that both Governor and Executive Council will authorize emergency funds to permit Lionel Cloutier Construction to secure the building immediately before winter sets in on Mt. Prospect.

As you know, the gift by the Weeks-Davidge families to the State was intended both as a memorial to Congressman (later Secretary of War) Weeks's efforts to establish the Eastern National Forest Reserves through the Weeks Act of 1911 and as a site for the display of responsible forestry management for the public. The historic and architecturally significant Arts & Crafts style Lodge and Fire Tower on Mt. Prospect, which hosted Presidents Harding and Eisenhower, is a demonstration to visitors of New Hampshire's crucial role in responsible forestry practice. From the Lodge's fragile 2nd floor, visitors have a 360-degree view of the White Mountain National Forest, soon to celebrate its Centennial in 2018.

The use of the Lodge, the historic Fire Tower and the Park as a whole (hiking trails, heritage botanical colonies, and a local ski area run by volunteers) over the past sixty-three (63) years by the local, regional and state communities, as well as international visitors, over the years has demonstrated the value of the site to the State and the nation. The Park Rangers have developed historically accurate tours for visitors, the volunteer Weeks State Park Association, a local support group, has developed relevant programs that enhance the use of the park, and the park is used year round for recreational activities which bring much-needed income to the region.

Sadly, the recent efforts of the Bureau of Historic Sites did not lead to a successful Repair/Restoration/ Accessibility contract, with the result that Emergency Repairs are now required. The Weeks-Davidge family supports these repairs that will stabilize the structure until more comprehensive repairs/upgrades can be completed. We hope that, in the near future, the Governor and Executive Council will hold meetings on Mt Prospect, to showcase its value to the state, as well as its iconic view of the White Mountains.

Thank you very much for your timely consideration this matter.

Sincerely,



Rebecca Weeks Sherrill More, Ph.D.

Visiting Scholar, Department of History, Brown University
President's Council, Plymouth State University
Outreach Committee, Society for the Protection of New Hampshire Forests
National Council, Strawberry Banke Museum, Portsmouth NH

cc: Commissioner Jeffrey Rose, DRED
Director Benjamin Wilson, BHS (DRED) ✓

John W. Davidge III
Prospect Farm
56 Mount Prospect Road
Lancaster, NH 03584
603 788-2728
JWD@GARTE.COM

5 September 2014

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

Re: Emergency repairs, Weeks State Park, Lancaster, NH.

Dear Governor Hassan and Honorable Executive Council,

I am a great-grandson of John W Weeks. My grandmother co-donated Mount Prospect to the State of New Hampshire as a memorial to Secretary Weeks, to commemorate his public service as business leader, U. S. Congressman and Senator, and Secretary of War, and as a celebration of the Weeks Act, which created our National Forest System.

I write in support of a Governor and Council request from the Bureau of Historic Sites for approval of an emergency repairs contract, the work to be performed by Lionel Cloutier Construction. His integrity, and the quality and efficiency of his work are well known in the community.

The community has embraced the park through the efforts of the Weeks State Park Association. The WSPA has developed meaningful programs that enhance the use of the park and provide educational opportunities involving many local individuals.

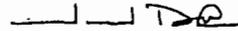
The lodge houses exhibits and has a great room where presentations and events take place. It is on the National Register of Historic Places. It was JWW's summer house, and is a beautifully designed house now in its 101st year. It is in critical need of repairs, serious enough to warrant the status of "emergency". These repairs fall under the rubric of deferred maintenance.

5 September 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council

The repair recommendations have been assembled, and will be presented to you for consideration and approval by the Director of the Bureau of Historic Sites. I and members of the extended Weeks and Davidge families, and many in the local community, are in favor of these repairs, and distraught by the delays in performing required maintenance and allowing this noble landmark to a New Hampshire native son to decline.

Sincerely,



John W. Davidge III

CC Director Wilson, BHS
Commissioner Rose, DRED