



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

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

February 3, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of the Arts (Department) to enter into a **Retroactive** amendment to an existing contract (Contract #1069876) with Jeffrey Cooper (VC #150202), Portsmouth, NH, in the amount of \$14,000 to create artwork for the Lakes Region Community College Automotive Technology Building by extending the contract completion date from November 30, 2019 to March 30, 2020 with no change in the contract amount effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on September 18, 2019, Item #59. 100% Transfers from Other Agency

EXPLANATION

In accordance with RSA 19-A:9, the Lakes Region Community College made payment to the State Art Fund for the placement of artwork in their new Automotive Technology Building. Jeffrey Cooper was the selected artist and was contracted to create a series of wood and metal panels carved in high-relief, forming a collage of images meaningful to students studying automotive technology. Mr. Cooper realized he would not be able to finish his artwork by the November 30, 2019 contract completion date and therefore requested an extension. However, an amendment for the extension was not processed timely by the Department and now retroactive approval is being sought.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Sarah L. Stewart".

Sarah L. Stewart
Commissioner

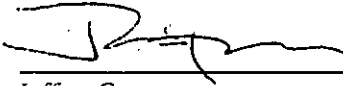
AMENDMENT OF P-37 CONTRACT AGREEMENT

The Department of Natural and Cultural Resources and Jeffrey Cooper, hereby mutually agree to amend the contract to create and install a series of high relief wood panels at the Lakes Region Community College Automotive Technology Building, originally approved by Governor and Executive Council on September 18, 2019 (Item #59) with a completion date of November 30, 2019, as follows:

- 1. Amend the contract by changing the completion date from November 30, 2019 to March 30, 2020;
- 2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
- 3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

For the Contractor:



Jeffrey Cooper

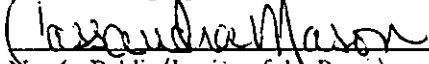
1/27/2020

Date

STATE OF NH

COUNTY OF Rockingham

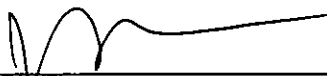
On this the 27 day of January, before me Cassandra Mason undersigned officer, personally appeared Jeffrey Cooper, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:



Notary Public/Justice of the Peace

My Commission Expires: 8/2/2022

For the Department of Natural and Cultural Resources:



Virginia Lupi, Director
NH State Council on the Arts

1/20/20

Date

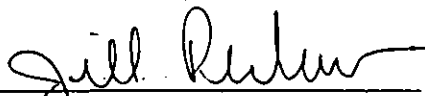


Sarah L. Stewart, Commissioner

2/10/20

Date

Approved as to form, substance and execution:



Attorney General

2/13/20

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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 PEOPLES UNITED INS AGENCY INC/PHS 04041276 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265		CONTACT NAME: PHONE (888) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:	
INSURED JEFFREY COOPER 135 MCDONOUGH ST PORTSMOUTH NH 03801-3978		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company	NAIC# 29424
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

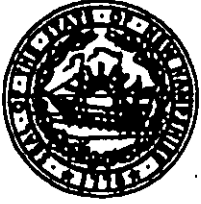
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			04 SBM VU4738	06/27/2019	06/27/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 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 checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			04 SBM VU4738	06/27/2019	06/27/2020	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			04 SBM VU4738	06/27/2019	06/27/2020	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH State Council 19 PILLSBURY ST CONCORD NH 03301-3570	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 <i>Suzan L. Castaneda</i>
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STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 STATE COUNCIL on the ARTS

59

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

August 12, 2019

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of the Arts, to enter into a contract with Jeffrey Cooper (VC #150202), Portsmouth, NH, in the amount of \$14,000 to create artwork for the Lakes Region Community College Automotive Technology Building effective upon Governor and Executive Council approval through November 30, 2019. 100% Transfers from Other Agency

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

03-035-035-353510-41000000, State Art Fund

FY 2020

054-500526 Trust Fund Expenditures

\$14,000

EXPLANATION

In accordance with RSA 19-A:9, the Lakes Region Community College made payment to the State Art Fund for the placement of artwork in their new Automotive Technology Building. For that reason, the Division of Arts, under the guidance of a Selection Committee, released a Request for Proposal (RFP) for artwork in October 2018. The RFP was advertised via the Division of Arts' email newsletter, website, and social media. Additionally, it was shared with the New England Foundation for the Arts, Americans for the Arts (public art listserv), and CodaWorks.

Proposals were received from seven New England area artists and five artists from outside New England. Sample design concepts included photography, sculpture, painting, and digital printmaking. The Selection Committee based its selection of an artist on evidence of successful projects undertaken and completed in the artist's resume as well as work samples provided. Additionally, proposals were assessed on the following criteria, themes, metaphors, and tones:


- Quality of the design concept;
- Appropriateness of the proposed design concept and mediums to the stated themes;
- Suitability of the proposed artwork to the location;
- The artist's ability to carry out the commission, to keep the project within budget;
- Perspectives in automotive technology: past, present and future;
- Innovative automotive design;
- Perspectives in automotive education: past, present and future; and
- Speed/Movement.

Jeffrey Cooper was the selected artist and will create a series of wood and metal panels carved in high-relief, forming a collage of images meaning to students studying automotive technology. The shapes of the panels are free form and are grouped into three triptychs. The proposed dimensions of the entire artwork 5' X 9' and it will be installed in the large classroom in the Automotive Technology Building. Mr. Cooper is a juried member of the League of New Hampshire Craftsmen and his artwork has been commissioned for their headquarters as well as for The Bridges House in Concord.

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

Respectfully submitted,

(CW)


Sarah L. Stewart
Commissioner


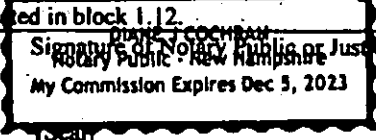
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Van McLeod Building 19 Pillsbury St Concord, NH 03301	
1.3 Contractor Name Jeffrey Cooper		1.4 Contractor Address 135 McDonough St. Portsmouth, NH 03801	
1.5 Contractor Phone Number 603.436.7945	1.6 Account Number 353510-41000000-500526	1.7 Completion Date November 30, 2019	1.8 Price Limitation \$14,000.00
1.9 Contracting Officer for State Agency Virginia Lupi, Director		1.10 State Agency Telephone Number 603.271.2789	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Cooper, Artist	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>Aug 2nd 2019</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  <u>Diane Cochran</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Diane J Cochran Notary</u>			
1.14 State Agency Signature <u>Sam L Stewart</u> Date: <u>8/29/19</u>		1.15 Name and Title of State Agency Signatory <u>Sam L Stewart, 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) (if applicable) By: <u>Jill Puhw</u> On: <u>8/28/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 JR
Date 5/24/19

**EXHIBIT A – Jeffrey Cooper
Services**

SERVICES & INSTALLATION:

Consistent with the Request for Proposals dated November 23 29, 2018 and reflected in the artist's proposal received on November 22, 2018 and updated on June 5, 2019, Jeffrey Cooper will create a series of wood panels, each carved in high relief, the design of the carvings to be collage a of images meaningful to students studying automotive repair. The shapes of the panels are free form; however, they are grouped in three triptychs. Additionally, a curved piece ending with a flame will be created from brushed aluminum or equivalent metal.

The artwork is intended to address the themes of speed/movement and past, present and future as identified in the Request for Proposals.

Contract cost is all inclusive.

INSTALLATION:

An employee of the NHSCA will coordinate scheduling of installation of artwork 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

JR

Date

8/2/19

EXHIBIT B – Jeffrey Cooper

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, in triplicate, on forms provided by the State:

Payment Schedule for 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 third and 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

J

Date

8/2/19

**EXHIBIT C – Jeffrey Cooper
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 so that the Comprehensive General Liability is \$1,000,000 per incident and \$2,000,000 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 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

J

Date

5/2/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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 PEOPLES UNITED INS AGENCY INC/PHS 04041278 The Hartford Business Service Center 3800 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (888) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED JEFFREY COOPER 135 MCDONOUGH ST PORTSMOUTH NH 03801-3978	INSURER A: Hartford Casualty Insurance Company		NAIC# 28424
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER(S) AFFORDING COVERAGE		

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.

INSA LTR	TYPE OF INSURANCE	ADDL INER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			04 SBM VU4738	06/27/2019	06/27/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRSD AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			04 SBM VU4738	06/27/2019	06/27/2020	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			04 SBM VU4738	06/27/2019	06/27/2020	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH State Council 19 PILLSBURY ST CONCORD NH 03301-3570	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 <i>Susan J. Castaneda</i>
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Jeffrey Cooper

Art Furnishings For Artful Living

Applying skills obtained through a career as a fine furniture maker and designer to public art
using wood elements, wood carving and mixed media.

*Art Furniture • Sculpture • Public Art Sculpture • Relief Carving • Garden pieces
Nature and Animal themes • Architectural installations*

Public Art Commissions:

- York Hospital, York, ME - 1999
- Newport Hospital Birthing Center, Newport, RI - 1997
- Texas Children's Hospital, Houston, TX - 1992, 1993, 1996, 1998
- Jan Kaminis Platt Library, Tampa, Florida - 2000.
- Children's Museum of Lowell, Lowell, MA - 2000, 2001
- Monadnock Community Hospital, Peterborough, NH - 2002
- Dana Farber Cancer Institute, Boston, MA - 2003
- Seattle Children's Hospital, Seattle, WA - 2003
- Squam Lake Science Center, Holderness, NH - 2003
- Temple Israel, Portsmouth, NH - 2007
- City of Novato, CA, Sidewalk Art Project - 2008
- Farmington Hospital, Farmington, ME - 2008
- Portsmouth Public Library, Portsmouth, NH - 2009
- League of NH Craftsmen, Concord, NH - 2011
- Bridges House, State of NH, Concord, NH - 2012
- African Burial Ground, City of Portsmouth, NH - 2015
- Temple Israel Portsmouth, NH Memorial Panels - 2018

Recognition and Awards:

- New Hampshire Furniture Masters Association Vice Chairman
- League of NH Craftsmen Woodcarving Juror
- New England Sculpture Association Juried member
- Guild of NH Woodworkers
- "The Workshop," Taunton Press, 2003, one of 33 nationally selected artists
- CWB Magazine, honorable mention, Specialty Wood Products, December 2002
- "Public's Choice" Award, League of NH Craftsmen's Fair, August 2001
- GUILD, Designer's Reference Book, issues 5, 6, 7, 8, 9, 11, 14 and 16; Artful Home Issue 3
- Brookstone Award at the Currier Museum of Art in Manchester, NH

Education:

- B.S. Chemical Engineering from University of Pennsylvania, 1973
- Furniture Making: University of NH, 1979 and 1980 with Dan Valenza
- Furniture Making: League of NH Craftsmen, 1978 with Ken Harris
- Furniture Making: Peters Valley Craft Center, 1980 with Stephen Crump
- Chain Saw Sculpture: Peters Valley Craft Center, 1983 with Michael Coffey
- Sculpture: University of New Hampshire, 1984 with Michael McConnell
- Advanced Wood Carving, Center for Furniture Craftmanship, 2007 with Chris Pye
- Workshop on traditional carving with Will Neptune of the North Bennett St. School, 2010

Jeffrey Cooper

Art Furnishings For Artful Living

Artist Statement

Jeffrey Cooper creates sculptural furniture that is exciting and unique, distinct and identifiable, contemporary and whimsical, and which brings nature indoors for the appreciation of young and old alike. Jeffrey Cooper is a member and past chairman of New Hampshire Furniture Masters Association, which is a highly juried guild of woodworkers, and he participates in that organization's annual exhibitions. His work is featured in libraries, museums, hospitals, religious institutions and homes throughout the country. Cooper works on commission. His philosophy is to bring the calming, gentle effects of nature into people's daily lives and to provide functional artwork that makes living spaces welcoming and comfortable. His inspiration comes from nature and many of his designs include animal carvings, most notably his animal carved benches.

Whether for public art or private commission Cooper's task is to learn the dreams, goals and needs of that particular client, design to express that desire, then to create that design with a high degree of excellence.

Cooper has been commissioned for several public art installations at facilities such as the Dana Farber Children's Hospital in Boston, Farmington Hospital in Farmington, Maine, Monadnock Hospital in Peterborough, NH, Texas Children's Hospital in Houston, TX, Jan Kaminis Platt Regional Library in Tampa, FL, and the sidewalks of Novato, California; locally at the Headquarters of the League of NH Craftsmen, The Bridges House, the African Burial Ground, Portsmouth Public Library and Temple Israel in Portsmouth.