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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

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October 12, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into a contract with CK Landmark Construction Corporation (VC#463983), Concord, NH in the amount of \$102,100 for Rail, Tie and other Railroad Related Infrastructure Removal on the Berlin Branch Rail Corridor in Bethlehem, NH effective upon Governor and Council approval through September 30, 2024. 20% Other Funds (Agency Income)/80% Federal Funds.

Funding is available in account, Trails Donations and Gifts and Nat'l Recreational Trails Fund as follows:

	<u>FY 2024</u>
03-035-035-351510-48430000-103-502664 - Contracts for Op Services	\$ 20,420
03-035-035-351510-37770000-103-502664 – Contracts for Op Services	<u>\$ 81,680</u>
Total:	\$102,100

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

This project consists of dismantling 22,600 lf +/- of out of service rail, plates, joint bars, and Other Track Materials (OTM) and removal of RR ties from 2.25 miles of abandoned rail corridor (650' of corridor more than track removal). The corridor will be developed for year-round recreation as an extension of the Ammonoosuc Rail Trail. Contractor will be responsible for the transport of all rails, joint bars, plates, and all other rail components to the NHDOT yard in Whitefield, NH.

In August 2023, an invitation to submit bids to remove existing rails and ties on an abandoned portion of the Berlin Branch Corridor in Bethlehem, NH was posted on the Division of Purchase and Property's website and the Division of Parks & Recreation's website. Four bids were received September 1, 2023, and the lowest bidder, CK Landmark Construction Corporation, was selected. Attached for your information is a tabulation of bids received for this project.

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

Respectfully submitted,

Concurred,

Brian J. Wilson
Director

Sarah L. Stewart
Commissioner

(15M)

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Bureau of Trails
RFB DNCR TB-2301**

Closing Date: September 1, 2023 at 2:00 pm

Rail Removal & Salvage on Berlin Branch Railroad Corridor in Bethlehem, NH

Contractor Name and Address	Bid Amount
Summit Contracting 311 Hill Street Lyndonville, VT 05851	\$481,512.00
Brighter Horizons Environmental Co 201 West Main Street Ayer, MA 01432	\$393,000.00
CK Landmark Construction Villanova Drive Concord, NH 03303	\$102,100.00
Allen Rexford Excavation 64 Bush Road Dalton, NH 03598	\$201,457.00

Bidding Process: On August 17, 2023, an invitation to submit bids for the removal of the rail, ties and other railroad related infrastructure from Berlin Branch railroad, Bethlehem NH was issued in accordance with Department of Administrative Service's policy. Bids were due on September 1, 2023 by 2:00 pm. Four bids were received and the low bidder selected. Alexis Rudko, Deputy Chief of Trails, Jay Scarborough, RTP Coordinator and Clinton Savage, BOT District 1 Supervisor opened and reviewed bids.

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
CK Landmark Construction Corporation VC #463983		1.4 Contractor Address 30 Villanova Dr., Concord, NH 03303	
1.5 Contractor Phone Number (603) 600-8424	1.6 Account Unit and Class 37770000-103 48430000-103	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$102,100.00
1.9 Contracting Officer for State Agency Alexis Rudko		1.10 State Agency Telephone Number (603) 271-3254	
1.11 Contractor Signature  Date: Oct 4, 2023		1.12 Name and Title of Contractor Signatory Andrew Demetriou President	
1.13 State Agency Signature  Date: 10/30/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips, AAG On: 11/2/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word “Property” shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials

Date 10/4/2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS**

EXHIBIT A

There are no changes or additional provisions to this contract.

EXHIBIT B

Scope of Work

Per Project scope described RFP Project No. TB-2301: This project consists of dismantling approximately 22,600 lf+/- of out of service rail, plates, joint bars and Other Track Materials (OTM) and removal of RR ties from 2.25 miles (11,880') of abandoned rail corridor (650' of corridor more than track removal). The corridor will be developed into a year-round recreational trail. The State of NH will provide access to the property for all dismantle and salvage work.

Contractor shall be responsible for

1. The railroad track section within the scope of work is approximately 2.14 miles in length, 11,300 ft of track (22,600 lf in rail length)
2. Dismantle, salvage and deliver all rail, joint bars, tie plates, switches, rail anchors, switch stands and all other track components to NHDOT, deliver and stack components in NHDOT's Whitefield NH rail yard. All rail items must be salvaged in their existing condition.
3. The contractor will be responsible for unloading all materials in the Whitefield yard including bunking for stacking rail.
4. Contractor may retain all railroad spikes and joint bar bolts for scrap. Scrap value must be part of the bid price consideration.
5. All timber ties, bolts, spikes and other materials shall be removed from the project area. Removal of these materials will be completed using a rake as necessary and followed by a magnet no less than 13 meg.
6. Clean-up and restore disturbed areas adjacent to the rail removal work. Dispose of all materials not salvaged to the NHDOT and DNCR.
7. Rail corridor must be graded/leveled and left in a condition capable of being groomed for winter snowmobile use.
8. Any timber ties present on the side of the corridor for the length of the project should be removed and disposed of, this includes the 650' of corridor that already had rails removed from Oxbow Road headed east.

Technical Requirements for Project No. TB-2301:

- **Items to be salvaged to NHDOT and delivered to the NHDOT Bureau of Rail & Transit yard in Whitefield NH.**
 - o Rail
 - All rail
 - o Rail joint bars:
 - All joint bars
 - All compromise joint bars that may be present.
 - o Tie plates:
 - All tie plates.
 - o Other track materials (OTM)


- All other rail components i.e. frogs, switches, switch stands, rail anchors that may be present etc.
 - **All rail materials shall be salvaged to NHDOT, including any rail items that may be currently damaged or deteriorated.**
- **Dismantling of rail, joint bars and tie plates**
 - All rail joint bars (and Compromise Joint Bars) **SHALL** be removed prior to any **movement** of the rail. No rail shall be allowed to be dragged while still connected to another section of rail.
 - Joint bar bolts must be cut off with a saw or unbolted. **Cutting joint bar bolts off with a torch will not be allowed. Joint bars damaged by a cut off saw shall be replaced at the contractors expense.**
 - Tie plate removal shall be **completed with spike puller** as to not damage the plates, excavator bucket removal will not be allowed. Spikes shall be removed with a spike puller prior to the removal of the tie plate.
 - Mechanical spike pulling is allowed with equipment specifically made for this type of work. Such as a hand held hydraulic unit, (appearance similar to a jack hammer). Example website link: [Hydraulic Spike Puller](#).
 - Or, the common hy-rail diesel mechanical driven rolling unit which is a production type of unit that can remove them at an efficient pace. i.e. [Nordco Spike puller](#).
- **Salvaged material packaging and delivery to NHDOT Whitefield**
 - All rail shall be stacked per the direction of NHDOT Railroad Operations Engineer or the Operator of the NH Central Railroad. Salvaged good condition timber ties may be used for bunking.
 - All rail joint bars, tie plates, and rail anchors shall be stacked and crated in wooden boxes for delivery (i.e. wooden crates, i.e. 3x3x3 ft), no loose hauling and dumping of salvaged material allowed. Wooden boxed materials do not need to be stacked.
 - All currently damaged rail and rail components shall be separated from other components for delivery and crated and delivered in the same manner as noted above.
 - All deliveries shall be scheduled with the operator of the NH Central Railroad 2 weeks in advanced of the first delivery, contact person Ed Jeffrey, 603-922-3400.
- **Rail Components damaged by the contractor during salvage or delivery operations.**
 - Will be replaced by the contractor at current market value to the satisfaction of the NHDOT Railroad Operations Engineer and DNCR.

EXHIBIT C

Contract Price

Mobilization and Demobilization	\$6,600.00
Rail Removal of approximately 11,300'+/- of railroad track (equaling 22,600'+/- of rail length) rail joint bars, and all other rail components plates and transported to NHDOT rail yard in Whitefield, NH	\$36,550.00
Tie removal and disposal for entire project length	\$36,550.00
Clean-up, restoration and disposal of materials	\$12,400.00

An allowance of \$10,000.00 to be included in contract. This will make money available for modifications and/or additions to contract items due to owner –


 Contractor Initials _____
 Date 10/4/2023

initiated changes or unknown latent or differing existing conditions.

\$10,000.00

TOTAL: \$102,100.00

Organization Name: CK Landmark Construction Corporation
Vendor Code: 463983
Total Contract: \$102,100.00

Method of Payment

Payments shall be made within 30 days after receipt of progress-based invoices and inspections by Contracting Officer.

Term of Grant

This contract, and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this grant shall run from the commencement date through September 30, 2024.

Contractor Initials 
Date 10/4/2023

State of New Hampshire

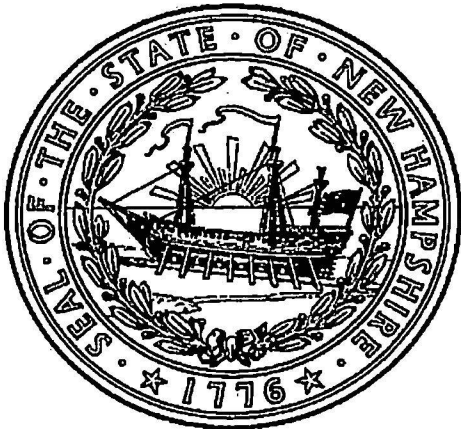
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CK LANDMARK CONSTRUCTION CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 01, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 600336

Certificate Number: 0006286274



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority #1

(Corporation, Non-profit Corporation)

Corporate Resolution

I, Cheryl Demetriou, **hereby certify** that I am duly elected Clerk/Secretary/Officer Of CK Landmark Construction Corp. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 3, 2023 at which a quorum of the directors/shareholders were present and voting.

Voted: That Andrew Demetriou - President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of CK Landmark Construction Corporation, with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I **hereby certify** that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for one year (365) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. There are no other managing employees of the company who can sign this verification. I certify that I am the sole owner of my business.

DATED: 10/11/2023

ATTEST:

DocuSigned by:
Cheryl Demetriou
B4426262ED09417...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

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 Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME: Simply Business PHONE (A/C, No, Ext): (844) 654-7272 FAX (A/C, No): E-MAIL ADDRESS: contactus@simplybusiness.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Markel Insurance Company 38970 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED CK Landmark Construction Corp. 30 Villanova Dr Concord, New Hampshire 03303	

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 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:	X		MKUS4106768XB	08/03/2023	08/03/2024	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	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				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y / <input type="checkbox"/> N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td><input type="checkbox"/></td> <td>PER STATUTE</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td></tr> </table>	<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER	E.L. EACH ACCIDENT				E.L. DISEASE - EA EMPLOYEE				E.L. DISEASE - POLICY LIMIT			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured on the General Liability policy per written contract.

CERTIFICATE HOLDER Department of Natural and Cultural Resources, 172 Pembroke Road, 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2023

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CK Landmark Construction Corp 30 Villanova Drive Concord, NH 03303	INSURER A: Wellfleet New York Insurance Company NAIC # 20931	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

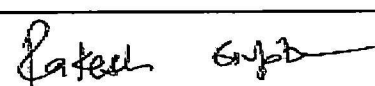
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <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 Y	N/A	N9WC434635	05/28/2023	05/28/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

Exclusions:
Andrew Demetriou;

CERTIFICATE HOLDER State of NH- Department of Natural and Cultural Resc 172 Pembroke Road 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 

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