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New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

August 27, 2013

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a sole source contract with Great Bay Stewards, Inc., vendor code: 208564, Greenland, NH, in the amount of \$9,943.00 for the purpose of completing a 20' x 30' educational pavilion at the Great Bay National Estuarine Research Reserve in Greenland NH, from the date of Governor and Council approval through June 30, 2014. Funding is 100% Other (Wildlife Heritage Foundation Funds).

Funding for this contract is available in, Wildlife Heritage Foundation account, contingent upon availability and continued appropriations for State Fiscal Year 2014 as follows:

03 75 75 750020 80490000 Fish and Game Commission-Wildlife Heritage Foundation

		<u>FY 2014</u>
20-07500-80490000-020-500200	Current Expense	5,943.00
20-07500-80490000-048-500226	Contractual Maint Build-Grn	<u>4,000.00</u>
		9,943.00

Explanation

In accordance with RSA 206:33-c the Fish and Game Commission, in consultation with the Executive Director, may designate one or more nonprofit foundations as an official nonprofit partner of the Department for the purpose of accepting gifts, grants, bequests, and donations to further department goals. The GBNERR's federally approved management plan establishes the need for a "friends group" to help support activities and programs at the GBNERR. The 501-C-3 organization called the Great Bay Stewards Inc. was created for the explicit purpose of supporting the GBNERR as well as the Great Bay Discovery Center/Hugh Gregg Coastal Conservation Center.

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

Her Excellency, Governor Margaret Wood Hassan
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The Great Bay Discovery Center is the education center for the Great Bay National Estuarine Research Reserve. It is part of the New Hampshire Fish and Game Department and administered from Region 3. The Discovery Center has always contributed directly to the NH Fish and Game's mission statement to "inform and educate the public about our natural resources... and provide the public with opportunities to use and appreciate these resources". The education programs at the Discovery Center and the public access opportunities afforded at this site directly support goals 5, 8, 11, and 12 of the New Hampshire Fish and Game Department Strategic Plan. Over seven thousand school children come to the Discovery Center each year to participate in the spring natural history or fall cultural history programs. The field trips typically last 2.5 hours, and then before lunch the schools are asked to leave because there is no place for the students to eat on our campus. This is an inconvenience for many schools and other visitors, and limits the amount of time that the students, their teachers, and others can stay on our site and take advantage of our interpretive exhibits and trail. In bad weather the school programs often have to use the Hugh Gregg Coastal Conservation Center when it is available; but often times there are conflicts with this one room meeting space. The pavilion will provide an alternate space to conduct programming and a place for visiting groups to sit and eat lunch.

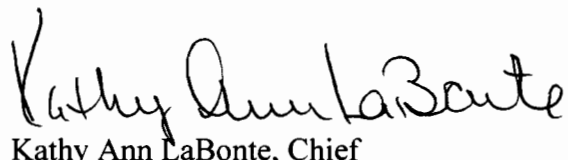
The pavilion was selected to receive \$9,943.00 of Wildlife Heritage Foundation funds in September of 2012. NH Fish and Game staff ran a competitive bidding process to build the pavilion in the winter of 2012-2013. The bids all came in well over 20,000.00 dollars; almost double the amount available through the foundation. The Great Bay Stewards have fundraised and agreed to use monies they have available to support the remaining costs of the pavilion. In the meantime, NHFG in-house construction crew did site preparation work to bring down costs. In consultation with the NHFG engineer, the NHFG Business Office, and the builder who was selected by the state, it was recommended that a contract to the Great Bay Stewards from Wildlife Heritage Foundation monies will facilitate a more efficient and cost saving approach to completing the project; especially considering the bulk of the funds are coming directly from the Great Bay Stewards' own funding sources. The goal is to complete this project in time to conduct fall programs at the site; which requires building to begin as soon as possible.

This contract is sole source because the Great Bay Stewards are the official "friends group" of the Great Bay National Estuarine Research Reserve, and they have conducted private fundraising for this project to supplement the funds that are in this contract. As part of the Agreement between the Great Bay Stewards Inc. and the New Hampshire Fish and Game Department (NHFG), the Stewards act as the official "friends group" of the Great Bay National Estuarine Research Reserve (GBNERR), a program under the Marine Division of the NHFG, and funded by the National Oceanic and Atmospheric Administration.

Respectfully submitted,



Glenn Normandeau,
Executive Director



Kathy Ann LaBonte, Chief
Business Division


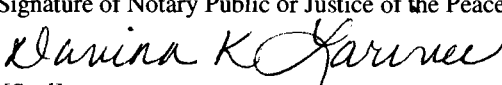
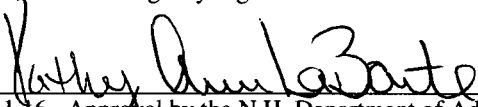

Subject: Great Bay Stewards FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord NH 03301	
1.3 Contractor Name Great Bay Stewards, Inc.		1.4 Contractor Address 89 Depot Road, Greenland NH 03840	
1.5 Contractor Phone Number 603-778-0015	1.6 Account Number 03 75 75 750020 8049000	1.7 Completion Date June 30, 2014	1.8 Price Limitation 9943.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jay Diener, President of Great Bay Stewards, Inc.	
1.13 Acknowledgement: State of NH , County of Rockingham On Aug 14, 2013 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DAVINA K. LARIVEE, Notary Public My Commission Expires September 3, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace DAVINA K LARIVEE NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 9-16-13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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.

Exhibit A

Scope of Services

In exchange for receiving funds in the amount of \$9,943.00 from the New Hampshire Fish and Game Department, Great Bay Stewards, Inc., agree to complete the outdoor pavilion at the Great Bay Discovery Center. The Great Bay Stewards will be acting as the general contractor on this project and they intend to subcontract the construction to Excel Construction Management, LLC. This contract is contributing to the larger project, which has a total dollar value of \$20,000. That work includes labor, materials and equipment for the construction of the pavilion as per revised drawings from what was originally included with the Invitation to Bid dated January 9, 2013. A copy of the signed subcontract between The Great Bay Stewards and Excel Construction Management, LLC will be submitted to New Hampshire Fish and Game for approval.

The scope of work is as follows:

- A) Construction will be based on the Picnic Shelter plan for Ellacoya State Park dated May 3, 2000 designed by the Department of Resources and Economic Development with modifications described herein. Dimensions of the pavilion, from outside of column to outside of column will be 20' x 30'. The four columns along the eaves shall be equally spaced and have a clear span across the pavilion. The concrete slab shall be omitted.
- B) Furnish and install 8" x 8" Pressure Treated posts to 4'0" below grade as the main carrying columns to a height of 8'0" above finish grade.
- C) Furnish and install all rough-sawn framing stock to dimensions noted on revised plan per "A" above. Framing includes plates, cross girts, angle braces, ridge, rafters, strapping, gable frame, gable ship-lap siding, gable rake and fascias. Gable siding, rakes, fascia, and columns shall be stained to match the Gregg Conservation Center Exterior (by others). Roof Bracing shall be included from ridge board to double girts along the centerline of the pavilion. This cross bracing shall be framed with 2" x 8" lumber and spacer blocks, and shall be located in the two end bays. Fasten with 16d nails at ends and crossing. Fasteners, through bolts and lag bolts shall be as shown on the plan.
- D) Rafters shall be sheathed with ½" CDX plywood. Furnish and install green metal roofing, screw-down type. (24 gage)
- E) Final clean-up

Although the building contract is with The Great Bay Stewards, it is understood New Hampshire Fish & Game has authority, to review final designs and plans before construction, and has the authority to inspect and observe, and accept or reject materials or the work in progress. Contractor shall advise New Hampshire Fish & Game at least 48 hours in advance of the commencement of deliveries and / or construction work.

Time for completion from date of commencement shall be 60 calendar days. Final completion no later than June 30, 2014.

Deliverables

A 20 foot by 30 foot outdoor education pavilion will be completed by June 30, 2014. Every effort will be made to complete the structure by November 31, 2013.

Exhibit B

Method of Payment

1. In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the State, the State agrees to pay Great Bay Stewards, Inc. an amount not to exceed \$9,943.00.
2. Upon approval of this grant award by Governor and Council, Grantee will invoice the New Hampshire Fish and Game Department for expenses incurred. Final invoice to be submitted no later than 30 days from completion of the project.
3. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.
4. Invoices will be submitted to: Business Office, New Hampshire Fish and Game Department, 11 Hazen Drive, Concord, NH 03301

Exhibit C

Special Provisions

The Department agrees to waive the insurance provisions of paragraph 17, Insurance and Bond for the Great Bay Stewards , but a certificate of insurance of the subcontractor is included for reference.

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 GREAT BAY STEWARDS, INC. is a New Hampshire nonprofit corporation formed October 26, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 16th day of August A.D. 2013

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

William M. Gardner
Secretary of State

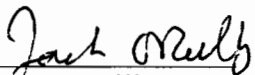
Certificate of Vote

Name of Organization: Great Bay Stewards, Inc.
Address: 89 Depot Road, Greenland NH 03840
Telephone: (603) 778-0015

I, Jack O'Reilly, do hereby certify that I am the duly elected and qualified Vice President of the Great Bay Stewards, Inc. and that the following is a true and correct copy of a resolution duly adopted by the Board of Trustees of the Great Bay Stewards, Inc. on the 1st day of August, 2013, and that said resolution is now in full force and effect:


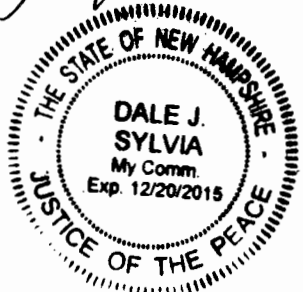
BE IT RESOLVED, that the Great Bay Stewards, Inc. hereby authorizes Jay Diener, President of the Great Bay Stewards, Inc. to enter into contracts with the State of New Hampshire, and to execute any and all documents, agreements and other instruments, and to sign and deliver in the name of and on behalf of the Great Bay Stewards, Inc. any and all documents pertaining to services provided to the State of New Hampshire projects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ___ day of August, 2013.


Jack O'Reilly
Title: Vice President, Great Bay Stewards

State of New Hampshire, County of Rockingham

On this the 14th day of August 2013 before me _____, the undersigned officer, personally appeared _____, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2013

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sara Hartshorn PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: shartshorn@rowleyagency.com	FAX (A/C, No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Excel Construction Management, LLC 60 Deertrees Lane Newfields NH 03856	INSURER A: Firemen's Ins Co of Wash. DC NAIC # 21784	
	INSURER B: Acadia Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1371206140 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CLA0109232-21	7/1/2013	7/1/2014	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
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CLA0109232-21	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A	WCA0120232-22 3A States: NH	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	Leased/Rented Equipment		CIM0123534-20	7/1/2013	7/1/2014	LIMIT \$50,000 DEDUCTIBLE \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Construct an Activities Pavilion...Covering operations of the insured performed during the policy term.

CERTIFICATE HOLDER The Great Bay Stewards Discovery Center 89 Depot Road Greenland, NH 03840	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 Sara Hartshorn/SBH <i>Sara Hartshorn</i>
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