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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdf.org

January 17, 2019

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands to enter into a contract with Innovative Natural Resource Solutions, LLC (VC#158007), Antrim, NH, in the amount of \$25,000 for the development of a forest resource assessment for the NH Forest Legacy Program upon Governor and Council approval through December 31, 2019. **100% Federal Funds.**

Funding is available as follows:

| | |
|--|-----------------------------------|
| 03-35-35-351010-35460000 Forest Legacy – II 046-500464 Consultants | <u>FY 2019</u> \$25,000 |
|--|-----------------------------------|

EXPLANATION

Forest Legacy is a Federal program created to protect forest land that is threatened by conversion to non-forest uses. Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Department of Natural and Cultural Resources (DNCR) has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby 255,585 acres of undeveloped forestland have been protected through conservation easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forest. The contractor will collect and analyze forest resource data necessary for the development of the Forest Legacy Assessment of Need portion of the 2020 State Forest Action Plan. The Forest Action Plan is required by the Federal Farm Bill to allow states to receive federal forestry assistance grant funds.

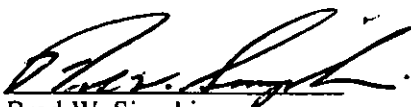
A Request for Proposal (RFP) for the assessment was posted on the Administrative Services website on November 7, 2018. The Division of Forests and lands received 2 proposals.

- WHALE Environmental Services LLC, Kahuku, HI \$25,000
- Innovative Natural Resource Solutions LLC, Antrim, NH \$25,000

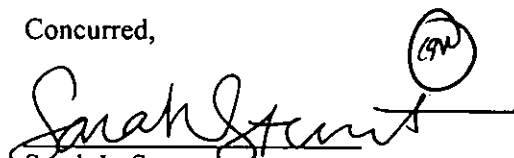
Both proposals were evaluated and scoring sheets are attached. Based on the details of the INRS proposal, their experience doing similar projects, and familiarity with New Hampshire’s forests and available data we seek your approval to enter into this contract.

The contract has been approved by the Office of the Attorney General. Your approval will provide the State with valuable assistance, assuring that collection of information needed for the Forest Legacy Assessment of Need is completed in a timely and efficient manner.

Respectfully submitted,


Brad W. Simpkins
Director

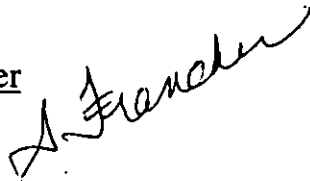
Concurred,


Sarah L. Stewart
Commissioner

DNCR-Division of Forests and Lands
Forest Resource Assessment – Forest Legacy Program
RFP Evaluation Scoring Sheet

| Evaluation Factor | Points | Proposer/Company | | | |
|---|------------|------------------|-----------|--|--|
| | | INRS | WHALE | | |
| Proposed Methodology Understanding of the project & technical adequacy of the approach | 40 | 35 | 25 | | |
| Clarity of Proposal | 10 | 10 | 5 | | |
| Qualifications of Staff Understanding of the project & technical adequacy of the approach | 30 | 30 | 25 | | |
| Experience Understanding of the project & technical adequacy of the approach | 30 | 25 | 15 | | |
| Cost Is the proposed budget within limitations outlined in the RFP | 10 | 10 | 10 | | |
| | | | | | |
| Total | 130 | 110 | 80 | | |

Evaluator – Susan Francher



**DNCR-Division of Forests and Lands
Forest Resource Assessment – Forest Legacy Program
RFP Evaluation Scoring Sheet**

| Evaluation Factor | Points | Proposer/Company | | | |
|---|------------|------------------|-----------|--|--|
| | | INRS | WHALE | | |
| Proposed Methodology Understanding of the project & technical adequacy of the approach | 40 | 40 | 25 | | |
| Clarity of Proposal | 10 | 10 | 7 | | |
| Qualifications of Staff Understanding of the project & technical adequacy of the approach | 30 | 25 | 20 | | |
| Experience Understanding of the project & technical adequacy of the approach | 30 | 25 | 20 | | |
| Cost Is the proposed budget within limitations outlined in the RFP | 10 | 9 | 10 | | |
| | | | | | |
| Total | 130 | 109 | 82 | | |

Evaluator – Jonathan Horton



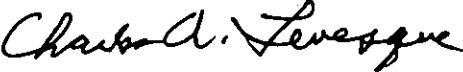
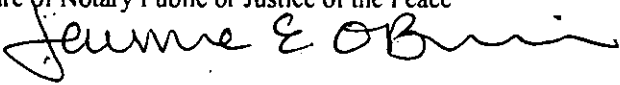

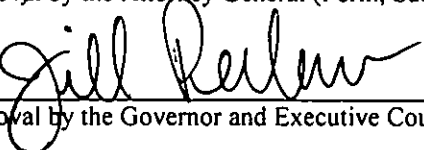
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---------------------------------------|--|----------------------------------|
| 1.1 State Agency Name Dept. of Natural and Cultural Resources, Division of Forests and Lands | | 1.2 State Agency Address 172 Pembroke Road, Concord NH 03301 | |
| 1.3 Contractor Name Innovative Natural Resource Solutions | | 1.4 Contractor Address 37 Old Pound Road, Atrim, NH 03440 | |
| 1.5 Contractor Phone Number 603-588-3272 | 1.6 Account Number 3546-046-500249 | 1.7 Completion Date December 31, 2019 | 1.8 Price Limitation \$25,000 |
| 1.9 Contracting Officer for State Agency Susan Francher, Administrator - Planning & Community Forestry Bureau | | 1.10 State Agency Telephone Number 603-271-2214 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Charles Levesque, President | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>January 9, 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  [Seal] | | JAIMIE E. O'BRIEN, Notary Public My Commission Expires June 21, 2022 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Jaimie E. O'Brien, Notary Public</u> | | | |
| 1.14 State Agency Signature  Date: <u>1/22/19</u> | | 1.15 Name and Title of State Agency Signatory <u>Sarah 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:  On: <u>1/25/19</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.

EXHIBIT A

“Forest Legacy Resource Assessment”

The Contractor shall provide contractual services to the State of New Hampshire, Department of Natural and Cultural Resources, Division of Forests and Lands to conduct a forest resource assessment in support of development of New Hampshire’s Forest Legacy Program – Assessment of Need (AON) section in the 2020 New Hampshire Forest Action Plan.

SCOPE OF WORK

Funded through \$25,000 federal grant, provide the following services under the coordination and direction of the Director of the Division of Forests and Lands:

Task 1 - Consult with NHDFL staff and other resource professionals to identify assessment elements, data sources, and report outline.

Task 2 - Collect and analyze identified data/information that includes the following:

- Total area of forest land & trends
- Soil productivity
 - Soil quality (acid deposition/sulfur/nitrogen)
 - Distribution of important forest soil groups
- Large forestland blocks
- Existing Conservation Lands
- Fish & Wildlife Habitat
 - Status of woodland communities
- Watershed values
 - Area of forest land adjacent to surface water
 - Forest land by watershed
 - Water quality in forested areas

- Public forest-related recreation trends and opportunities
- Extent of Forest Land Conversion, fragmentation, parcelization
- Development Pressure
- Population Trends
- Housing density
- Forest landowner trends and potential for change
- Trends in size of forestland ownership
- Forest industry
 - Wood and wood products production, consumption, and trade
- Damaging agents:
 - Forest insects & disease
 - Invasive species

Task 3 - Prepare analytical written report including narrative, maps and tables (as appropriate). The report shall be delivered as an electronic MS Word document and one (1) printed document. The report should describe the project’s methods and include succinct descriptive analysis of each assessment element listed in the Scope of Work and as determined in Task 1.

EXHIBIT B

Contract Price: The Contractor shall be paid on the following schedule upon receipt of an invoice for the following services:

Work to be done as described in Exhibit A based on the following budget for a total of \$25,000.00.

| | |
|--|-----------------|
| Task 1 - Consult with NHDFL staff and other resource professionals to identify assessment elements, data sources, and report outline. | 2,900 |
| Task 2 - Collect and analyze identified data/information | 15,500 |
| Task 3 - Prepare analytical written report including narrative, maps and tables (as appropriate). The report shall be delivered as an electronic MS Word document and one (1) printed document. The report should describe the project's methods and include succinct descriptive analysis of each assessment element listed in the Scope of Work and as determined in Task 1. | 7,400 |
| | |
| TOTAL | \$25,800 |
| Discount to meet project maximum budget | -800 |
| TOTAL Bid Price | \$25,000 |

Method of Payment:

Payments will be made in accordance with the following schedule:

- \$5,000 upon approval of the contract by G&C
- \$7,000 upon completion of the non-GIS data/information gathering
- \$8,000 upon completion of the GIS data/information gathering
- \$3,000 upon completion of the draft report
- \$2,000 upon receipt and approval of final written report by the Division of Forests and Lands.

The Contractor shall submit invoices based on completion of tasks as indicated above, including receipts for direct expenses. Invoices shall be sent to the attention of Susan Francher, Administrator of the Planning & Community Forestry Bureau, Division of Forests and Lands, 172 Pembroke Road, Concord, NH 03301.

Term: This contract shall commence upon approval of the Governor and Executive Council, with a completion date of December 31, 2019.

EXHIBIT C

Subcontracts: The Contractor shall be allowed to subcontract the GIS/Spatial Analysis portion of this contract to The Nature Conservancy – New Hampshire Chapter; as detailed in the Contractor's proposal dated December 14, 2018.

State of New Hampshire

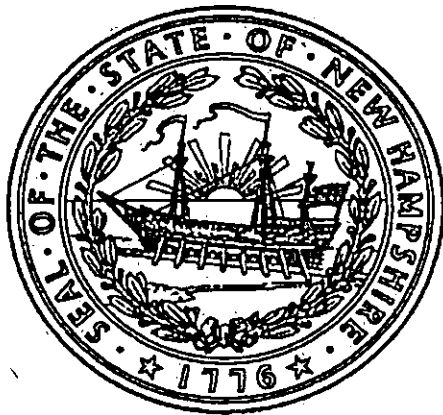
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INNOVATIVE NATURAL RESOURCE SOLUTIONS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 14, 2000. 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: 335345

Certificate Number : 0004362126



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority

I, **Charles A. Levesque**, hereby certify that I am a Partner, Member and Manager of **Innovative Natural Resource Solutions, LLC** a limited liability partnership under RSA 304-B or limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC.

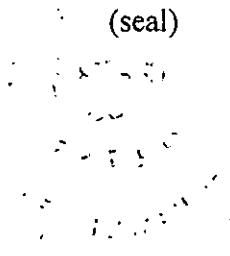
DATED: January 9, 2019 ATTEST: *Charles A. Levesque*
Charles A. Levesque, President

STATE OF New Hampshire
COUNTY OF Hillsborough

Before me:

This instrument was acknowledged before me on this 9th day of January, 2019 by Charles A. Levesque as Partner, Member & Manager of Innovative Natural Resource Solutions, LLC

Jaimie E. O'Brien
Justice of the Peace / Notary Public
My Commission Expires _____



JAIMIE E. O'BRIEN, Notary Public
My Commission Expires June 21, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2019

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 RCM&D INC/PHS 30721113 THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO, TX 78265 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (866) 467-8730 | FAX (A/C, No): (888) 443-6112 |
| E-MAIL ADDRESS: | | |
| INSURED INNOVATIVE NATURAL RESOURCE SOLUTIONS LLC 37 OLD POUND RD ANTRIM NH 03440-3302 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: The Hartford Fire Insurance Company | 19682 |
| | 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 | <input checked="" type="checkbox"/> | | 30 SBA BS4021 | 10/16/2018 | 10/16/2019 | EACH OCCURRENCE \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 |
| | | | | | | | MED EXP (Any one person) \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 30 SBA BS4021 | 10/16/2018 | 10/16/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) |
| | | | | | | | BODILY INJURY (Per accident) |
| | | | | | | | PROPERTY DAMAGE (Per accident) |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | 30 SBA BS4021 | 10/16/2018 | 10/16/2019 | EACH OCCURRENCE \$1,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | AGGREGATE \$1,000,000 |
| A | 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 | 30 SBA BS4021 | 10/16/2018 | 10/16/2019 | PER STATUTE |
| | | | | | | | OTHER |
| | | | | | | | E.L. EACH ACCIDENT |
| | | | | | | | E.L. DISEASE -EA EMPLOYEE |
| A | EMPLOYMENT PRACTICES LIABILITY | | | 30 SBA BS4021 | 10/16/2018 | 10/16/2019 | Each Claim Limit \$5,000 |
| | | | | | | | Aggregate Limit \$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 is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER
 STATE OF NEW HAMPSHIRE
 DEPT. OF NATURAL AND CULTURAL RESOURCES
 C/O SUSAN FRANCHER, DIV. OF F&L
 PO BOX 1856
 CONCORD NH 03302-1856
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

Susan S. Castaneda



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 9, 2019

State of New Hampshire
Dept. of Natural and Cultural Resources
c/o Susan Francher, Div. of F&L
PO BOX 1856
CONCORD NH 03302-1856

Account Information:

| | |
|--------------------------------|--|
| Policy Holder Details : | INNOVATIVE NATURAL RESOURCE SOLUTIONS LLC |
|--------------------------------|--|



Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



INNONAT-01

TDAVISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2019

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 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).

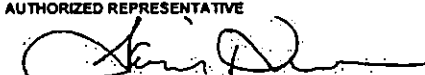
| | | | |
|---|--|--|-------------------------------|
| PRODUCER Knapton Reade & Woods Agency, Inc. 22 School Street Hillsboro, NH 03244 | CONTACT NAME: PHONE (A/C, No, Ext): (603) 464-3422 | | FAX (A/C, No): (603) 464-4066 |
| | E-MAIL ADDRESS: | | |
| INSURED Innovative Natural Resource Solutions, LLC 37 Old Pound Rd Antrim, NH 03440 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: The Hanover Insurance Companies | | 22292 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

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 | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 | WHVA108208 | 10/7/2018 | 10/7/2019 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Workers Compensation Information: Excluded Officers (NH)- Charles Levesque and Eric Kingsley

| | |
|--|---|
| CERTIFICATE HOLDER State of NH Division of Forests and Lands 172 Pembroke St 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  |