

# New Hampshire Fish and Game Department

AUG30'18 PM 5:14 DAS

BR 45

11 Hazen Drive, Concord, NH 03301-6500 Headquarters: (603) 271-3421 Web site: www.WildNH.com TDD Access: Relay NH 1-800-735-2964 FAX (603) 271-1438 E-mail: info@wildlife.nh.gov

August 6, 2018

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

#### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a contract with Baker Valley Floors, Inc. (vendor code #156774), Plymouth, NH in the amount of \$12,518.00 for removal and installation of flooring at the Warren State Fish Hatchery effective upon Governor and Council approval through July 31, 2019. Funding is 75% Federal Funds and 25% Fish and Game Funds.

Funding is available as follows:

03 75 75 752020 21320000-Inland Fisheries Management-Hatcheries

20-07500-21320000-020-500252

**Current Expense:** 

FY 19 \$12,518.00

#### **EXPLANATION**

The New Hampshire Fish and Game Department is in need of removal and installation of new flooring in four areas at our Warren State Fish Hatchery. The Fish Hatchery facility experienced flood damage during the heavy rains in the fall of 2017 (FEMA DR4355NH). The flood damage has resulted in the existing flooring in need of removal and replacement.

Respectfully submitted,

Glenn Normandeau

**Executive Director** 

Kathy Ann LaBonte, Chief

**Business Division** 

#### **BID SHEET**

**Project Name:** Warren Fish Hatchery removal, supply and installation of flooring.

Company	Name	Bid Amount		
Baker Valley Floors, Inc. 34 Route 25 Tenney Mountain Highway Plymouth, NH 03264	Randall Pabst Baker Valley Floors, Inc.	\$12,518.00		

Bid posted by the Bureau of Purchase and Property. No other bidders responded to this Request for Proposal.

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		1.2 State Agency Address					
NH Fish and Game Department		11 Hazen Drive, Concord,	NH 03301				
1.3 Contractor Name		1.4 Contractor Address					
Baker Valley Floors, Inc.		34 Route 25 Tenney Mour	ntain Highway				
Baker valley rioors, inc.		Plymouth, NH 03264	······································				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation				
Number							
603-536-4003	20 07500 2132WH 020	July 31, 2019	\$12,518.00				
	500252						
		11000 4 71 1					
1.9 Contracting Officer for State		1.10 State Agency Telephone Number					
Glenn Normandeau, Executive I	Director	(603) 271-3511					
1.11 Contractor Signature	· · · · · · · · · · · · · · · · · · ·	1.12 Name and Title of C	Contractor Signatory				
1/ //.//	· · · · · · · · · · · · · · · · · · ·	Randall Pabot Pres.					
leafle		•••					
1.13 Acknowledgement: State of NH, County of Belknap							
On 8-13-2018 , before		`	ified in block 1.12, or satisfactorily				
	ame is signed in block 1.11 and a	ny appeared the person ident cknowledged that s/he execu	ted this document in the canacity				
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							
Connet Dischen ★ NOTARY PUBLIC · NEW HAMPSHIRE ★							
[Seal]							
1.13.2 Name and Title of Notary or Justice of the Peace							
Jeanne T. Boschen, Notart							
1.14 State Agency Signature		1.15 Name and Title of S	State Agency Signatory				
Date: 8/28/2018 Glenn Normandeau, Executive Director							
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)							
Division One							
Ву:		Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)							
By: 1 My On: 9 70 19							
By: 0n: 8.28.18							
1.18 Approval by the Governor and Executive Council (if applicable)							
( <sub>Bv</sub> ////		On:					
1 ( <b>)</b> (/		<del>-</del> •					

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 rifever, 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

Page 2 of 4

Contractor Initials Date 8.1314

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 arreduction or termination of appropriated funds the State shall have the right to withhold payment until such funds become available piever, 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

Page 2 of 4

Contractor Initials

Date 8.1318

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 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 \$1,000,000per 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.

Page 3 of 4

Contractor Initials

Date 8-13-18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 8-13-16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Page 4 of 4

### **Exhibit A**Scope of Services

#### CONTRACT DESCRIPTION

General The work to be completed consists of the removal and replacement of existing flooring in 4 areas at the Warren State Fish Hatchery. The Contractor shall coordinate the removal and disposal of old flooring material.

<u>Project Coordination</u> The work will include coordination of the installation of new flooring components with the Warren Fish Hatchery.

#### Specifications are below:

#### Two (2) Rest Rooms: Located on side of White Building (23 Fish Hatchery Road)

- Pull and reset two (2) toilets
- Rip up existing vinyl and prep concrete subfloors
- Supply and install six (6) cartons Instock
   Light Beige Vinyl VCT Commercial Tile
- Supply and install new coordinating vinyl cove base as mop board

#### Fish Display Room: Located in front of brick building (25 Fish Hatchery Road)

- Rip up existing carpet and prep concrete subfloor
- Supply and install 280 sf Anatolia
   Centurywood Plank Style ceramic porcelain floor tile (or equivalent)

   \*\*\* color to be determined
- Supply and install vinyl cove base as mop board where needed

#### Wildlife Display Room: : Located on side of White Building (23 Fish Hatchery Road)

- Rip up existing carpet and prep concrete subfloor
- Supply and install 400 sf Anatolia
   Centurywood Plank Style ceramic porcelain floor tile (or equivalent)

   \*\*\* color to be determined
- Supply and install vinyl cove base as mop board where needed

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

## **Exhibit B**Method of Payment

The owner of Baker Valley Floors, Inc., vendor code #156774, shall receive payment within 30 days after completion of work or receipt of approved invoices.

**Exhibit C**Special Provisions

None.

#### Baker Valley Floors, Inc.

"A Friendly Place to Shop"
34 Route 25
Plymouth, NH 03264
(603) 536-4003

#### CERTIFICATE OF VOTE

- I, Karen Pabst, Secretary of Baker Valley Floors, Inc., do hereby certify that:
- 1. I am the duly elected Secretary of Baker Valley Floors, Inc.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Baker Valley Floors, Inc. duly held on July 20, 2018.

RESOLVED that this Organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that Randall Pabst and Karen Pabst are hereby authorized on behalf of this organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 13, 2018.
- 4. Randall Pabst is the duly appointed President and Karen Pabst is the duly appointed Vice President of the Organization.

Inc., this 13 th day of May 2018.	IN WITNESS WHEREOF	ΛΙ have hereunto set my	hand as the Secretary	√ of Baker Valley Floor	rs,
Have taled	Inc., this 13 th day of	meusot 2018	. 11		
	<del></del>	• 3		Las I	
			_ Jws	1 1000	
Karen Pabst, Secretary			Karen Pabst, Secret	ary	

State of New Hampshire, County of Belknap

On this the 15th day of August 2018, before me Jeanne Boschen, the undersigned officer, personally appeared Randall Pabst, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Randall Pabst

Jeanne Boschen, Notary

JEANNE T. BOSCHEN

\*NOTATY PUBLIC - NEW HAMPSHIRE \*

My Commission Expires Cotober 7, 2020

JEANNE T. BOSCHEN À ROTARY PUCIUC - NEW HAN D'SHEEF À M, CLANTRACHI EIDING COMDET T. 2020

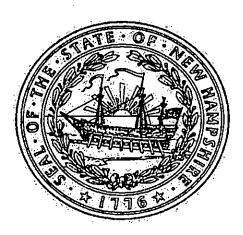
## State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BAKER VALLEY FLOORS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 03, 1989. 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: 147110

Certificate Number: 0004167806



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of August A.D. 2018.

William M. Gardner Secretary of State

I ACORD APPRICATE OF LIABILITY INCLIDANCE				DATE(MM/DD/YYYY)				
_			CERTIFIC	ATE OF LIABILIT			ICD AC A MATTER OF	8/13/2018
PRODUCER			ONLY AND	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE				
	THE BERGERON AGENCY HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR							
_		MAIN SI Hn at	03060		ALTER III			
1		88 <u>1-7</u>			INSURERS A	FFORDING COV	ERAGE	NAIC#
INSU	RED	Bake	r Valley Flo	ors Inc	INSURER A: Na	<u>ationwide</u>	Insurance	
			oute 25		INSURER B:			
		Plym	outh, NH 03	264	INSURER C:			
					INSURER D:			
					INSURER E:			<u> </u>
	/ERA		ISTIDANCE LISTED BELL	OW HAVE BEEN ISSUED TO THE INS	LIRED NAMED ABO	VE FOR THE POLIC	Y PERIOD INDICATED, N	OTWITHSTANDING
AI M	Y RE	QUIREMENT	I, TERM OR CONDITION INSURANCE AFFORDE	N OF ANY CONTRACT OR OTHER D D BY THE POLICIES DESCRIBED HE THAVE BEEN REDUCED BY PAID CLA	OCUMENT WITH F REIN IS SUBJECT T	RESPECT TO WHIC	H THIS CERTIFICATE MA	AY BE ISSUED OR I
	MSRD		E OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIA	AITS
LIN	Mary	GENERAL LI			D71121111111111111111111111111111111111		EACH OCCURRENCE	\$ 1,000,000
		X. COMME	RCIAL GENERAL LIABILITY		•	1	PREMISES (Ea occurence)	\$ 300,000
		CD CD	AIMSMADE 🗶 OCCUR				MED EXP (Any one person)	s <u>5,000</u>
A				ACPBPRM3008470240	10/05/17	10/05/18	PERSONAL & ADV INJURY	s 1,000,000
				1			GENERAL AGGREGATE	\$ 2,000,000
		$\overline{}$	EGATE LIMIT APPLIES PER			1	PRODUCTS - COMP/OP AGO	3 \$ 2,000,000
		X POLICY AUTOMOBILE				,		
		ANYAUT					(Ea accident)	\$ 1,000,000
A			NED AUTOS JLED AUTOS				BOOILY INJURY (Per person)	s
	X HIRED AUTOS X NON-OWNED AUTOS	ACPBAG3008470240	10/05/17	10/05/18	BODILY INJURY (Peraccident)	s		
							PROPERTY DAMAGE (Persoddent)	s.
<del></del>		GARAGE LIA	BILITY	<del> </del>			AUTO ONLY - EA ACCIDENT	\$
İ		TUAYNA		į			OTHER THAN EA AC	c s
			:				1	G S
		EXCESSIUME	RELLA LIABILITY				EACH OCCURRENCE	\$ 3,000,000
! i		x OCCUR CLAIMSMADE		AGGREGATE			\$ 3,000,000	
			ACPCAF3008470240	10/05/17	10/05/18		\$	
A		DEDUCT				ļ		\$
RETENTION \$   WORKERSCOMPENSATIONAND   EMPLOYERS' LIABILITY   ACPWCF3008470240   1		<del>-</del>	10/05/18	WCSTATU- OT TORYLIMITS X E				
		10/05/17		E.L. EACH ACCIDENT	\$ 500,000			
ANY PROPRIETORIPARTNER/EXECUTIVE A OFFICER/MEMBER EXCLUDED?				20,00,2.	E.L. DISEASE - EA EMPLOY			
If yes, describe under SPECIAL PROVISIONS below		İ			E.L. DISEASE - POLICY LIMI	T \$ 500,000		
	OTHE							
DES	CRIPTI	ON OF OPERA	TIONS/LOCATIONS/VEHIC	LES / EXCLUSIONS ADDED BY ENDORSEM	ENT/SPECIAL PROVIS	BIONS		
				•				ļ
1								
CERTIFICATE HOLDER CANCELLATION								
LEI	KIIFI	CAIE HUL	DER				BED POLICIES BE CANCELLE	D BEFORE THE EXPIRATION
			ish & Game D	ept	l .		RER WILL ENDEAVOR TO M	
			azen Drive	0.1	t	•	ER NAMED TO THE LEFT, BU	
		Conc	ord, NH 033	01	IMPOSE NO OF	LIGATION OR LIABILI	TY OF ANY KIND UPON THE	INSURER, ITS AGENTS OR
l 1				REPRESENTATIVES.				
·				AUTHORIZED RE	AUTHORIZED REPRESENTATIVE			
Malla O								
AC	JRD2	5(2001/08)				1 1	U SPACORD (	CORPORATION 1988