

For 35



New Hampshire Fish and Game Department

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

Glenn Normandeau
Executive Director

August 17, 2016

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 contract with Horizons Engineering, Inc. (Vendor # 221454), Littleton, NH, to conduct an engineering study and design plans for the removal and replacement of the existing degraded stream crossing on Knight's Meadow Road at Knight's Meadow Marsh Wildlife Management Area in Webster N.H. in an amount not to exceed \$26,500.00, effective upon Governor and Executive Council approval through February 28, 2017. Funding is 75% federal, 25% state.

Funds to support this work are available as follows:

| | |
|--|-------------|
| 03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation | |
| | <u>FY17</u> |
| 020-07500-21550000-304-500841 Habitat Management | \$26,500.00 |

EXPLANATION

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). It is the obligation of the NHFGD to keep and maintain in good order the infrastructure of these lands for its management & wildlife program operations, while providing appropriate access to the general public. Services for this project are to be done by a qualified engineer selected via sealed bidding procedure.

The work under this contract creates engineered construction plans for the removal/replacement of the existing degraded stream crossing at Knight's Meadow Brook on Knight's Meadow Road, which provides access to the WMA. This effort supports the plan to replace the current crossing, mitigates the perennial flooding and erosion of the road downstream of the crossing, and restores the original stream channel, filled during the construction of the current stream crossing.

Respectfully submitted,

Kathy Ann LaBonte
Chief, Business Division

Glenn Normandeau
Executive Director

Knight's Meadow Marsh Infrastructure RFP – Bid opening 8/5/2016

| Bidder | Lump Sum Bid |
|---|---|
| <p align="center"> Horizons Engineering, Inc. 176 Newport Road, PO Box 1825 New London, NH 03257 Attn: Will Davis, PE LEED AP </p> | <p align="center"><u>\$26,500.00</u></p> |
| <p align="center"> Holden Engineering and Surveying, Inc. 9 Constitution Drive, Bedford, NH 03110 Attn: Peter Holden </p> | <p align="center">\$28,000.00</p> |
| <p align="center"> CLD Consulting Engineers, Inc. 28 Gates Street – Suite 100, White River Junction, VT 05001 Attn: Brian A. Vincent, P.E. </p> | <p align="center">\$75,000.00</p> |

* Linda Verville, Denyce Gagne and Brian Lemire bid opening attendees.
 Friday, 8/5/2016, 7:15a Fish & Game Director's conference room.

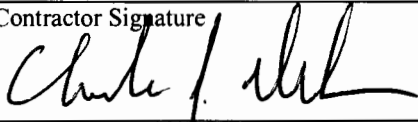
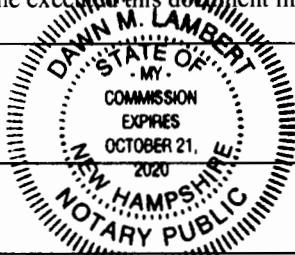
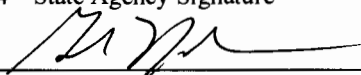
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-------------------------------------|
| 1.1 State Agency Name NH Fish and Game Department | | 1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301 | |
| 1.3 Contractor Name Horizons Engineering, Inc. | | 1.4 Contractor Address 34 School Street, Littleton, NH 03561 | |
| 1.5 Contractor Phone Number 603-444-4111 | 1.6 Account Number 21550000-304-500841 | 1.7 Completion Date February 28, 2017 | 1.8 Price Limitation \$26,500.00 |
| 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 Andrew J. Nadeau, President | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>August 15, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <u>Dawn M. Lambert</u> [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Dawn M. Lambert, Notary Public</u> | | | |
| 1.14 State Agency Signature  Date: <u>8/22/16</u> | | 1.15 Name and Title of State Agency Signatory 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) (if applicable) By: <u>Ch. G. Ai</u> On: <u>8/24/16</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

Contractor Initials ASN
Date 8/19/14

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

Scope of Service

1. Employment under this contract must conform to the New Hampshire Board of Licensure, Code of Administrative Rules for Professional Engineers @ <http://www.nh.gov/jtboard/perules.htm>.
2. A complete project design timeline to include all aspects of the project development to completion.
3. Complete Engineering Study of the project area, observed during the informational site walk, with the intent, as described during the site walk, to remove and replace the existing Knight's Meadow Brook crossing structure with a span to cross from bank to bank at the same location.
4. Included with the Engineering Study will be the Complete Design with documentation & plans (electronic and hardcopy) for the removal and construction of the replacement structure and adjacent site improvements necessary to successfully replace the existing condition in the same location to afford heavy commercial grade equipment, weighed at 100,000 lbs. +, regular year round travel.
5. Also develop and include an assessment and estimation of site construction engineering support, layout, trouble shooting, and general construction support services during removal and construction of the replacement structure and site work.

Exhibit B

Method of Payment

1. Payment of up to one third (thirty-three percent) will be made during the contract period upon completion of initial field survey.
2. Payment of one third (thirty-three percent) will be made during the contract period at the completion of the Engineering Study.
3. The final (balance) payment will be made upon receipt of all required documentation, final plans, digital media, mylar, etc. as required.
4. The balance payment by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required contract work. Final payment will be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Service.
5. Project administrator (Brian Lemire) is responsible for review and acceptance of work as defined in Scope of Services. In case of disagreement relative to the project work under the terms of this contract and agreement, the decision of the **Executive Director of Fish & Game** shall be final.

Exhibit C

Special Provisions

This contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the "Contractor". NH Fish & Game intends for the contractor to perform the work in the Scope of Services of this contract in a consistent and timely manner.

Contractor initials ASN
Date 8/15/16

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 Horizons Engineering Inc. is a New Hampshire limited liability company formed on September 29, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of August, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of Horizons Engineering, Inc. (the “Company”), held April 8, 2015 it was VOTED that Andrew J. Nadeau, the President of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company’s name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the Chief Executive Officer of the Company and that Andrew J. Nadeau is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.



8/11/2016
Date

Jon L. Warzocha, CEO
Name/Title

State of New Hampshire, County of Grafton County, ss.

On this 11 day of August, 2016, before me, Dawn Lambert, the undersigned, personally appeared Jon L. Warzocha, who acknowledged himself to be the Chief Executive Officer of Horizons Engineering, Inc., and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as Chief Executive Officer of Horizons Engineering, Inc.

In witness whereof I hereunto set my hand and official seal.

Dawn M. Lambert
Dawn Lambert, Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2016

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 NFP Property & Casualty Services, Inc. PO Box 370 Plymouth NH 03264 | | CONTACT NAME: Plymouth PHONE (A/C No. Ext.): (603) 536-2100 FAX (A/C No.): (603) 536-5018 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|--|-------------------------------|--|--------|---------------------------------------|--|-------|--|--|-------|--------------------------|--|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED Horizons Engineering Inc 34 School St Littleton NH 03561 | | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Co, LTD</td> <td></td> <td>11000</td> </tr> <tr> <td>INSURER B: Rated by Multiple Companies</td> <td></td> <td>00914</td> </tr> <tr> <td>INSURER C: Nutmeg Ins Co</td> <td></td> <td>39608</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: Sentinel Insurance Co, LTD | | 11000 | INSURER B: Rated by Multiple Companies | | 00914 | INSURER C: Nutmeg Ins Co | | 39608 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
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| INSURER C: Nutmeg Ins Co | | 39608 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **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 | GENERAL LIABILITY | | | 04SBAFV9751 | 4/5/2016 | 4/5/2017 | EACH OCCURRENCE | \$ 1,000,000 | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 10,000 | | | |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | 04UECJW5061 | 4/5/2016 | 4/5/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ | | | |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ | | | |
| | | | | | | | Medical payments | \$ 10,000 | | | |
| | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | 04SBAFV9751 | 4/5/2016 | 4/5/2017 | EACH OCCURRENCE | \$ 5,000,000 | | | |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ 5,000,000 | | | |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 04WECLJ9528 | 4/5/2016 | 4/5/2017 | WC STATUTORY LIMITS | OTHER | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | |
| C | Professional Liability | | | 04KDGN1746 | 4/5/2016 | 4/5/2017 | DED \$25,000/Flat | AGG \$2,000,000 | | | |
| | Pollution Liability | | | 04KDCUY3024 | 04/05/2016 | 04/05/2017 | DED \$25,000/Flat | LIM \$2,000,000 | | | |

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

| | | | |
|---|--|---|--|
| CERTIFICATE HOLDER Brian.J.Lemire@wildlife.nh NH Fish & Game Department Brian J Lemire 11 Hazen Drive 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 Daniel Whyte/NUEHLE | |
|---|--|---|--|