

54 JAW



# 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

April 7, 2014

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 Baker Valley Floors, Inc. (vendor code 156774) for replacement of existing VCT flooring at the Owl Brook Hunter Education Center, Holderness, NH, in the amount of \$6,639.00, effective upon Governor and Council approval through June 30, 2014. Funding is 100% Federal.

Funding is available in account Hunter Education and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2014:

03 75 75 751020 Public Info & Conservation Edu- Hunter Education Program		
20-07500-21210000-102-500731	Contracts for Prog. Services	<u>FY 14</u>
		\$6,639.00

## EXPLANATION

The purpose of this contract is to replace the existing flooring at the facility as part of an interior remodeling project in order to create a more updated experience for students and visitors coming to the facility.

Respectfully submitted,

  
Glenn Normandeau  
Executive Director

  
Kathy Ann LaBonte, Chief  
Business Division

## **Bid Page**

Remove approximately 500 square feet of existing VCT floor tile in the entry way, kitchen and hallway of the Owl Brook Hunter Education Center located at 387 Perch Pond Rd Holderness NH and replace with porcelain tile.

The names of the companies and their bids, from lowest to highest, are as follows:

Company Bid amount

Baker valley floors	\$6,639.00
---------------------	------------

34 Route 25 Tenney Mountain Highway

Plymouth NH 03264

Holmes Flooring Specialists	\$7,362.55
-----------------------------	------------

37 Suncook Valley Rd.

Chichester, NH 03258

American Eagle Construction, LLC	\$7,663.25
----------------------------------	------------

10 Columbine Drive

Nashua, NH 03060

Based on the bids we will be selecting Baker Valley Floors for the contracted job.

Thanks all for your interest!

Subject: Baker Valley Floors, Inc FORM NUMBER P-37 ( version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Account Number, Completion Date, Price Limitation, Signatures, and Notary Public information.

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

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

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

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

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

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

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

Contractor Initials RP  
Date 3-17-14

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RP  
Date 3-17-14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RP  
Date 3-12-14

**Baker Valley Floors, Inc.**

“A Friendly Place to Shop”  
34 Route 25 \* Tenney Mountain Highway  
Plymouth, NH 03264  
(603) 536-4003 \* Fax (603) 536-7281

**Proposal**

Date: January 27, 2014  
Submitted To: Tom Flynn  
Email: Thomas.flynn@wildlife.nh.gov  
Job: Owl Brook Hunter Educ  
Tel # 603-536-1290

Submitted to: State of NH Fish & Game Dept  
11 Hazen Drive, Concord NH 03301

<p>WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:</p> <p>Owl Brook Hunter Education 387 Perch Pond Road Holderness, NH 03245</p> <p><u>Entry Way and Hallway:</u></p> <ul style="list-style-type: none"> <li>• Rip up existing VCT, prep subfloor, and rescrew subfloor <span style="float: right;">\$ 480.00</span></li> <li>• Supply and install 500 sq ft Dal Tile Valtellina Valley Stone 13” x 20” #VA-08 Glazed Porcelain tile and set with HPX Thinset with Laticrete Permacolor grout <span style="float: right;">\$ 5,959.00</span></li> <li>• New vinyl insert a door transition <span style="float: right;">\$ 80.00</span></li> <li>• Pull and reset baseboard <span style="float: right;">\$ 120.00</span></li> </ul> <p style="text-align: right;"><b>\$ 6,639.00</b></p> <p>*** Customer to move furniture and appliances</p>	<p>Pre-installation Checklist – additional charges may be incurred if the items listed below are not completed prior to installation.</p> <p><input type="checkbox"/> In kitchen and laundry areas – all gas appliances and ice maker feed lines <b>must be disconnected before installers arrive</b>. For insurance reasons, the installers cannot disconnect or reconnect these items.</p> <p><input type="checkbox"/> Door cutting – the installers <b>do not cut doors for flooring clearance</b>. They will remove doors as necessary and replace them if possible, but will not replace doors if cutting is required.</p> <p><input type="checkbox"/> Any quarter-round molding <b>must be removed</b> prior to installation.</p> <p><input type="checkbox"/> The installers do the entire area to be floored at one time. They may use areas not being covered, such as spare rooms or garages, for storage during installation.</p> <p><input type="checkbox"/> Room temperature <b>must be at least 70°F in all work areas for at least 24 hours before and after installation</b>.</p> <p><input type="checkbox"/> Electrical power and heat <b>must be provided</b>.</p> <p><input type="checkbox"/> Customer may need to hire a plumber for toilet re-installations. <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
--	--

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:  
Six Thousand Six Hundred Thirty-Nine dollars ( \$ 6,639.00 ).

Payment to be made as follows:  
50% Deposit with Balance Due upon Completion

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. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days. Randy Pabst  
Authorized Signature for Baker Valley Floors, Inc.

**Acceptance of Proposal -** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_  
Customer Signature

## Exhibit A

### SCOPE OF SERVICES

#### SUMMARY OF WORK

- A. The work under this Contract consists of removing existing VCT floor tile in the main entry way, kitchen and hallway and replacing it with Dal Tile Valtellina Valley Stone 13" x 20" #VA-08 glazed porcelain tile. There is a question as to whether a subfloor currently exists, once determined, either a subfloor will be added or the existing one will be re-screwed and prepped to ensure the surface is adequate for the new tile. Tile will be set with HPX Thinset and finished with Laticrete Permacolor grout.
- B. Any work done outside the hours of 7:30 a.m. - 4:00 p.m. Monday through Friday must be scheduled with the facility manager.

#### RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall schedule the work with the facility manager to ensure minimal interruption of the facilities program schedule.
- B. Contractor will pull and reset existing baseboards.
- C. The Contractor shall remove all waste materials and debris from the premises.
- D. All materials needed including tile, thinset, subfloor, fasteners, grout and any other materials necessary will be supplied by the contractor.

## EXHIBIT B

### PAYMENT SCHEDULE

The total for this contract shall not exceed \$6,639.00. Payment will be made to the contractor upon satisfactory completion of the work described in exhibit A within 30 days of receiving invoice.

## EXHIBIT C

None.

# 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 corporation duly incorporated under the laws of the State of New Hampshire on November 3, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 2<sup>nd</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

***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 (2) resolutions duly adopted at a meeting of the Board of Directors of Baker Valley Floors, Inc. duly held on March 17, 2014.

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

RESOLVED that the President and Senior Vice President are hereby authorized on behalf of the 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 March 17, 2014.
4. Randall Pabst is the duly appointed President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Baker Valley Floors, Inc. this 17<sup>th</sup> day of March 2014.



Karen R. Pabst

State of New Hampshire, County of Belknap

On this day 17<sup>th</sup> day of March 2014, before me Jeanne Boschen, the undersigned officer, personally appeared Karen R. Pabst, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2014

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
JOANN BERGERON		PHONE (A/C, No, Ext):	FAX (A/C, No):
361 MAIN ST		E-MAIL ADDRESS:	
NASHUA NH 03060 - 5039		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : NATIONWIDE MUTUAL FIRE INSURANCE COMPAI	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
<b>INSURED</b>		NAIC #	
BAKER VALLEY FLOORS INC		23779	
34 ROUTE 25			
PLYMOUTH NH 03264 - 3142			

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		ACP BPRF 5353640843	10/05/2013	10/05/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
A	<b>AUTOMOBILE LIABILITY</b>		ACP BAF 5353640843	10/05/2013	10/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	ACP CAF 5353640843	10/05/2013	10/05/2014	EACH OCCURRENCE \$ 3,000,000
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DED	RETENTION \$				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		ACP WCF 5353640843	10/05/2013	10/05/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Yes				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		N/A				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Fish & game Dept 11 Hazen Drive Concord NH 03301	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 JoAnn Bergeron

© 1988-2010 ACORD CORPORATION. All rights reserved.

