



# New Hampshire Fish and Game Department

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for  
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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

February 18, 2020

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

### Requested Action

Pursuant to RSA 21-I:80,I(b), authorize the New Hampshire Fish and Game Department, to enter into a contract with Leslie E. Roberts LLC, Belmont, NH (Vendor Code # 203402), for the removal of buried debris and subsequent installation of a Temporary Cofferd Dam at the Department's Lake Winnepesaukee Public Boat Access Area (a.k.a. Downing's Landing) in Alton, NH in the amount of \$99,525.00 effective upon Governor and Council approval through December 30, 2020. Funding: 75% Federal, 25% Statewide Public Boat Access funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for Fiscal Year FY2020:

	<u>FY 2020</u>
03 75 75 753520 21170000      Facilities and Lands – Statewide Public Boat Access	
20 07500 21170000 307 500849      Statewide Public Boat Access	\$99,525.00

### Explanation

The New Hampshire Fish and Game Department will reconstruct the boat access ramp and associated seasonal floating courtesy dock at the Department's Lake Winnepesaukee Public Boat Access Area (a.k.a. Downing's Landing) in Alton, NH in 2020. The effort is the first phase of a multiple step project to refurbish the entire boat access area.. The deep water depths and river current around the ramp location require a coffer dam to be installed so the work can be done safely, efficiently and cost-effectively in dry conditions. In 2019, buried debris was encountered during a previous attempt to install the coffer dam. This contract includes removal of the debris to prepare the area for the coffer dam installation process. The NH Fish & Game construction crew will accomplish the ramp and dock construction aspects of the project, but does not have the equipment or the ability to install a coffer dam.

Respectfully submitted,

\_\_\_\_\_  
Glenn Normandeau  
Executive Director

\_\_\_\_\_  
Kathy Ann LaBonte, Chief  
Business Division

New Hampshire Fish & Game Department

**Bid Page (Page 1 of 2)**

The following companies submitted bids for the Coffe Dam Installation and Removal at Downing's Landing Boat Access Area solicitation (RFB F&G 2020-05), as summarized below:

Mark Roberts Leslie E. Roberts, LLC 87 Hackett Road Belmont, NH 03220	\$99,525.00
George Austin Austin Construction, Inc. 1149 Main Street Concord, VT 05824	\$217,450.00
Andrew Weeks Northland Construction LLC 73 Daniel Webster Highway Belmont, NH 03220	\$330,640.00
Sheena Twitchell Kingsbury Companies, LLC 58 Center Road Middlesex, VT 05602	\$470,500.00
Catherine White C. White Marine, Inc. cwhite@cwhitemarine.com P.O. Box 2031 Danvers, MA 01923	\$616,750.00

The following companies received a description of the Scope of Work, Request for Bid, and attended the Mandatory Pre-bid Meeting, but chose not to submit a bid.

Kim Marie Shaughnessy ACK Marine & General Contracting, LLC 299 Water Street Quincy, MA 02169	Lisa Arseneault Charter Contracting Company LLC 500 Harrison Ave Suite 4R Boston, MA 02118
Andrew Cavanagh Cavanagh Marine Inc. 61B Long Highway Little Compton, RI 02837	Lucinda Tilas Chesterfield Associates Inc. 123 West Shore Rd. Westport Island, ME 04578

Chad Contaldi  
Cold River Bridges LLC  
10 Lambro Lane  
Walpole, NH 03608

Nancy Bartlett  
NorthEast Earth Mechanics, Inc.  
159 Barnstead Road  
Pittsfield, NH 03263

Jim Kinch  
Northeast Shoring Installation, LLC  
6 Wright Avenue  
Merrimack, NH 03054

Kelsey Piper  
R.M. Piper, Inc.  
P.O. Box 490  
Plymouth, NH 03264-0490

Kenneth Anderson  
Riverside Marine Construction Inc.  
34 Patterson Lane  
Newington, NH 03801

-- End of Bidders --

**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 Leslie E. Roberts, LLC		1.4 Contractor Address 87 Hackett Road, Belmont, NH 03220	
1.5 Contractor Phone Number (603) 267-8135	1.5 Account Number 21170000 307 500849	1.7 Completion Date December 30, 2020	1.8 Price Limitation \$99,525.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603)-271-3511	
1.11 Contractor Signature  Date: 2/5/2020		1.12 Name and Title of Contractor Signatory Mark W. Roberts, Manager	
1.13 State Agency Signature  Date: 2/27/2020		1.14 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 3/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MWA  
Date 2/5/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials MAA  
Date 2/5/20

**EXHIBIT A**

**SPECIAL PROVISIONS:**

**“Debris Removal and Cofferdam Installation at Downing’s Landing Boat Access Area”**

**A. Amendments to Contract Agreement (Form P-37; Version November 7, 2019)**

**1. PROVISION 8, EVENT OF DEFAULT/REMEDIES**

Amend 8.1 to include:

- 8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- 8.1.5 Makes an assignment for the benefit of creditors, or
- 8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

**B. General Conditions and Supplemental General Conditions**

The General Conditions and Supplemental General Conditions are hereby incorporated into and made part of the Contract for this project. The Contractor is responsible for insuring that any Subcontractors supporting the project are aware, understand and are compliant with the conditions described in said documents.

Contractor’s Initials MWA  
Date 2/5/20



**EXHIBIT B**

**SCOPE OF SERVICES**

**“Debris Removal and Cofferdam Installation at Downing’s Landing Boat Access Area”**

The Scope of Work is detailed in the following Contract documents:

1. SECTION 01100 - SCOPE OF WORK
2. SECTION 02100 - SITE PREPARATION

Contractor’s Initials WJA  
Date 2/5/20

**EXHIBIT C**

**TERMS OF PAYMENT**

**“Debris Removal and Coffe Dam Installation at Downing’s Landing Boat Access Area”**

1. The Contractor shall receive payment for services rendered in accordance with the following schedule:
  - a. Approval of (1) coffer dam design with shop drawings; and, work plans for the (2) debris clearance and (3) remnant pile removal efforts and coordination with NH Fish and Game.
  - b. Mobilize to site and Installation of coffer dam
  - c. Remove remnant wooden piles
  - d. Removal of coffer dam, site clean-up and demobilization from site.
  - e. Allowance for Debris clearance
  
2. Five percent (5%) of the value of the work performed for each payment item in the schedule will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each item in the schedule.
  
3. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract, less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contact called the Final Payment.

Contractor’s Initials MCW  
Date 2/5/20

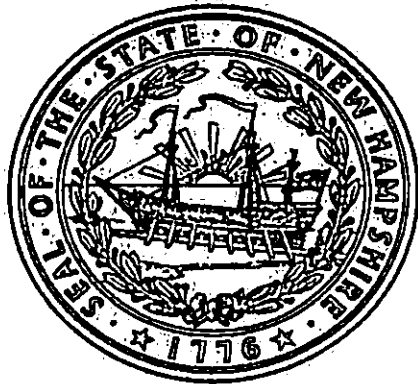
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LESLIE E. ROBERTS, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 10, 1997. 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: 270336

Certificate Number : 0004804899



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of February A.D. 2020.

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

William M. Gardner  
Secretary of State



**State of New Hampshire**  
**Department of State**  
**2020 ANNUAL REPORT**

Filed
Date Filed: 2/3/2020
Effective Date: 2/3/2020
Business ID: 270336
William M. Gardner
Secretary of State

BUSINESS NAME: <b>LESLIE E. ROBERTS, L.L.C.</b>
BUSINESS TYPE: <b>Domestic Limited Liability Company</b>
BUSINESS ID: <b>270336</b>
STATE OF FORMATION: <b>New Hampshire</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>87 Hackett Rd Belmont, NH, 03220, USA</b>	<b>87 Hackett Rd Belmont, NH, 03220, USA</b>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>Roberts, Mark W</b>
REGISTERED AGENT OFFICE ADDRESS: <b>87 Hackett Rd Belmont, NH, 03220, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / EARTH MOVING, SITE CONSTRUCTION, EXCAVATION, OTHER SIMILAR OPREATIONS</b>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>Mark W. Roberts</b>	<b>87 Hackett Road, Belmont, NH, 03220, USA</b>	<b>Manager</b>
<b>Mark W. Roberts</b>	<b>87 Hackett Road, Belmont, NH, 03220, USA</b>	<b>Member</b>
<b>Kristine W. Roberts</b>	<b>87 Hackett Road, Belmont, NH, 03220, USA</b>	<b>Member</b>
<b>Matthew W Roberts</b>	<b>202 Old Bristol Road, New Hampton, NH, 03842, USA</b>	<b>Member</b>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: <b>Manager</b>
Business Name: <b>Leslie E. Roberts, LLC</b>
Name of Signer: <b>Mark W Roberts</b>
Title of Signer: <b>Manager</b>



LESLIE E. ROBERTS, LLC  
87 HACKETT ROAD  
BELMONT, NH 03220

LLC Certification of Authority

I, Matthew W. Roberts hereby certify that I am a Member of  
Leslie E. Roberts, LLC, a limited liability company  
under RSA 304-C and that Mark W. Roberts is also a Member  
of Leslie E. Roberts, LLC, and that I certify that he is authorized  
to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that I currently occupy the position indicated and that I have full  
authority to bind the LLC.

Signed: mm  
Matthew W. Roberts

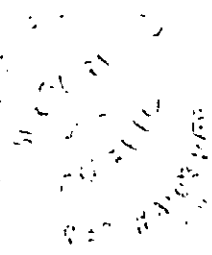
Date: 2/5/2020

State of New Hampshire, County of Belknap

On this the 5<sup>th</sup> day of February 2020, before me  
Stacey L. Bickford, the undersigned officer, personally appeared  
Matthew W. Roberts, 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.

Stacey L. Bickford  
Notary Public

STACEY L. BICKFORD, Notary Public  
My Commission Expires January 8, 2025





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2020

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> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Basil Makris <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>FAX (A/C, No):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> bmakris@rowleyagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Leslie E. Roberts, LLC 87 Hackett Rd. Belmont NH 03220	<b>INSURER A:</b> Admiral Insurance Co. <b>NAIC #</b> 24859	
	<b>INSURER B:</b> Acadia Insurance Company <b>31325</b>	
	<b>INSURER C:</b> RSUI Indemnity Co.	
	<b>INSURER D:</b> Technology Insurance Co.	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 19-20 General **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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000004474-16 Per Project Aggregate Capped at \$5,000,000	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA0051027-30	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA086271	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TARMH1023971-00 3.A. States: NH, VT Kristine Roberts is excluded	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Downing's Landing 2020 Debris Removal and Coffor Dam Project, #RFB F&G 2020-05.

<b>CERTIFICATE HOLDER</b> NH Fish and Game Department 11 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Basil Makris/BCM <i>Basil Makris</i>

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**PAYMENT BOND** Bond No. 2299759

**KNOW ALL MEN BY THESE PRESENTS:** that

Leslie E. Roberts, LLC

(Name of Contractor)

87 Hackett Road, Belmont, NH 03220

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and North American Specialty Insurance Company  
(Name of Surety)

Agency: P.O. Box 511, Concord, NH 03302-0511

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

New Hampshire Fish and Game Department

(Name of Owner)

11 Hazen Drive, Concord, NH 03301-6500

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of

Ninety-Nine Thousand Five Hundred Twenty-Five and No/100ths Dollars,

(\$ 99,525.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the 5th day of February 20 20, a copy of which is hereto attached and made a part hereof for the construction of:

Debris Removal and Coffe Dam Installation at Downing's Landing Boat Access Area, Alton, NH

Project No. NH-F-72-D-2, Contract No. RFB F&G 2020-05

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic

or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in One (1) counterparts, each one of (number)

which shall be deemed an original, this 5th day of February, 20 20.



obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed One (1) counterparts, each one of (number) which shall be deemed an original, this 5th day of February, 20 20.

ATTEST:

By: Stacey L. Bickford  
(Principal Secretary)  
(SEAL) **STACEY L. BICKFORD, Notary Public**  
**My Commission Expires January 8, 2025**

Leslie E. Roberts, LLC  
Principal

BY: [Signature]  
Mark W. Roberts, Manager  
(Address)

87 Hackett Road  
Belmont, NH 03220

By: \_\_\_\_\_  
Witness as to Principal  
87 Hackett Road  
(Address)  
Belmont, NH 03220

North American Special Insurance Company  
(Surety)

ATTEST:  
By: Christine M. Hosmer  
Witness as to Surety Christine M. Hosmer  
Agency: P.O. Box 511  
Concord, NH 03302-0511  
(Address)

BY [Signature]  
Daniel E. Church, Attorney - in - Fact  
Agency: P.O. Box 511  
(Address)  
Concord, NH 03302-0511

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

**PERFORMANCE BOND** *Bond No. 2299759*

**KNOW ALL MEN BY THESE PRESENTS:** that

Leslie E. Roberts, LLC

(Name of Contractor)

87 Hackett Road, Belmont, NH 03220

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and North American Specialty Insurance Company  
(Name of Surety)

Agency: P.O. Box 511, Concord, NH 03302-0511

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

New Hampshire Fish and Game Department

(Name of Owner)

11 Hazen Drive, Concord, NH 03301-6500

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of Ninety-Nine Thousand Five Hundred Twenty-Five and No/100ths Dollars, \$ ( 99,525.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the 5th day of February 20 20, a copy of which is hereto attached and made a part hereof for the construction of:

Debris Removal and Coffe Dam Installation at Downing's Landing Boat Access Area, Alton, NH

Project No. NH-F-72-D-2, Contract No. RFB F&G 2020-05

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its

**ATTEST:**

By: Stacey L. Bickford  
(Principal) Secretary

(SEAL)

**STACEY L. BICKFORD, Notary Public**  
**My Commission Expires January 8, 2025**

Leslie E. Roberts, LLC

Principal

BY

Mark W. Roberts, Manager

(Address)

87 Hackett Road

Belmont, NH 03220

By:

Witness as to Principal

87 Hackett Road, Belmont, NH 03220

(Address)

North American Specialty Insurance Company

(Surety)

BY

Daniel E. Church, Attorney - in - Fact

Agency: P.O. Box 511

(Address)

Concord, NH 03302-0511

**ATTEST:**

By: Christine M. Hosmer  
Witness as to Surety *Christine M. Hosmer*

Agency: P.O. Box 511

Concord, NH 03302-0511

(Address)

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL E. CHURCH, PAULA J. CANTARA, CHRISTINE M. HOSMER, GARY P. LAPIERRE, BRUCE H. LANGLEY  
MICHAEL P. O'BRIEN, RYAN M. STEVENS, MATTHEW R. BLAISDELL, and CHRISTOPHER M. ABOUD JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of JANUARY, 20 19.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 2ND day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of February, 20 20.

[Signature]