



# 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

April 15, 2015

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, pursuant to RSA 21-I:80,I(b), to enter into a contract with R & D Paving, Inc., Franklin, NH (Vendor Code #157916), in the amount of \$112,602.00 for the Owl Brook Hunter Education Center grading, drainage and paving from Governor and Council approval through August 31, 2015. 100% Federal Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2015:

03 75 75 751020 21210000 Public Information & Conservation Edu. – Hunter Education Program

	<u>FY 2015</u>
20 07500 21210000 102 500731 Contracts for Program Services	\$112,602.00

### Explanation

The New Hampshire Fish and Game Department is in need of paving the entrance road and parking areas at the Owl Brook Hunter Education Center in Holderness, New Hampshire. The existing gravel surface road and parking areas are presently subject to erosion and rutting. The center now offers year round instruction for trapping, small bore rifle, archery and shot gun operation at three ranges. The paved road and parking areas will clearly define travel and parking areas, provide a stable and safe walking surface for pedestrians, and also make winter maintenance easier. Maintenance of the facility in good working condition is essential for employee and public comfort and promotion of a positive image to the public.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

4/15/15 10:47 AM

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New Hampshire Fish & Game Department

**Bid Page**

The following bidders submitted bids for the Owl Brook Hunter Education Center Grading, Drainage and Paving as summarized below:

R & D Paving, Inc. PO Box 175 563 S. Main Street Franklin NH 03235 (603) 934-6745	\$112,602	
GMI Asphalt, LLC 288 Laconia Road Belmont, NH 03220 (603) 524-0200	\$117,900	
Blaktop, Inc. P.O. Box 5243 73 Elm Street West Lebanon, NH 03784 (603) 298-8885	\$121,530	
John H. Lyman & Sons, Inc. 310 Hoyt Road Gilford, NH 03249 (603) 524-4314	\$132,050	
The Nelson Companies 354 Mill St. Center Conway, N.H. 03813 (603) 447-8879	\$138,200	
M.E. Latulippe Construction, Inc. 61 Thompson Street P.O. Box 729 Ashland, NH 03217 (603) 968-7332	\$141,200	
R M Piper P.O. Box 490 Plymouth, NH 03264 (603) 536-4154	\$149,000	
J. Parker & Daughters Construction, Inc. 70 Daroska Rd. Pittsfield, NH 03263 (603) 435-6750	\$120,500	Bid not signed, rejected
GW Brooks and Son, Inc. 362 Eaton Rd. Freedom, NH 03836 (603) 539-6211	\$144,288	Bid not signed, rejected

The following plan holders did not submit bids:

Ambrose Brothers, Inc  
PO BOX 155  
Meredith, NH 03253  
(603) 279-4444

Bryant Paving, LLC.  
P.O. Box 1456  
Meredith, NH 03253  
(603) 279-1499

Hiltz Construction  
P.O. Box 563  
Ashland, NH 03217  
(603) 968-3262

Wolcott Construction Inc  
309 Sawtooth Road  
Gilmanton, NH 03237  
(603) 267-9400

BH Construction Inc.  
P.O Box 43  
Ashland, NH 03217  
503-557-9095

C.S.S.I.  
513 Donald Street  
Bedford, NH 03110  
603-518-5124

Tseranos Construction, LLC  
368 Manchester Road  
Auburn, NH 03032  
603-759-8881

D. A. White Excavating LLC  
PO Box 74  
Plymouth, NH 03264  
603-536-4673

End of Bidders

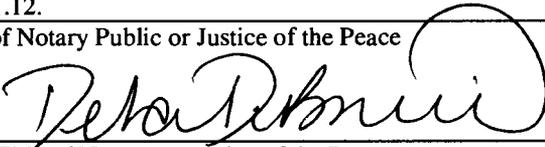
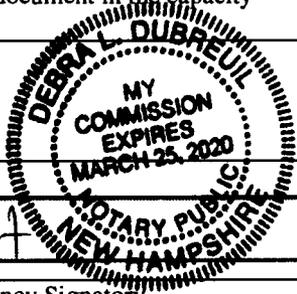
Subject: Owl Brook HEC Grading, Drainage & Paving FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Fish and Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>R &amp; D Paving Inc</u>		1.4 Contractor Address <u>563 S. Main St, PO Box 175, Franklin, NH 03235</u>	
1.5 Contractor Phone Number <u>(603) 934-6745</u>	1.6 Account Number <u>21210000-102-500731</u>	1.7 Completion Date <u>August 31, 2015</u>	1.8 Price Limitation <u>\$112,602</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>(603) 271-3511</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Richard Dubreuil Pres</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Debra Dubreuil office Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Glenn Normandeau, Executive Director</u>	
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) By: <u>Chita A. ...</u> On: <u>4/28/15</u>			
1.18 Approval by the Governor and Executive Council 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, 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 RFH  
Date 4/9/15

**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   
Date 4/9/15

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.

## Exhibit A

### Scope of Services

The work to be completed is as shown on the plans and specifications and summarized below.

- A. Project Background The Owl Brook Hunter Education Center needs to be paved for user convenience and winter maintenance. The existing gravel surface at the site will require minimal addition of crushed gravel, grading, compaction and paving. Shoulder slopes and roadside swales will need to be graded and landscaped. The construction of a new driveway approximately 100' long by 20' will require the removal of three trees and full depth construction consisting of excavation, 12" bank run gravel, 6" of crushed gravel and pavement. Drainage improvements include the furnishing and installation of two 4' drywells. NH Fish and Game does not have the equipment to grade and pave large areas and has deferred this work to be part of this separate contract.
- B. Project Specifications All materials and construction methods shall comply with the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version). Bid prices will not follow the NHDOT Standard Specification methods of measurement and payment, but rather shall be paid for as described in these specifications as lump sum quantities.
- C. Construction
1. Grade existing gravel areas: The existing gravel road and parking areas shall be graded and compacted to the elevations shown on the plans. Additional crushed gravel shall be added as necessary. The work shall be coordinated with the New Hampshire Fish & Game Department for their approval.
  2. Hot Bituminous Pavement: The project plans show locations of improvements and the area of proposed paving. The Contractor will be required to use industry practice and workmanship. The New Hampshire Fish & Game Department should be consulted throughout the project for guidance and preferences.
  3. Construct new driveway: The Contractor will be required to remove three trees and construct full depth gravel and paved driveway at the north end of the existing gravel parking area. This driveway will include grading and landscaping swales.
  4. Grade roadside swales: The Contractor will be required to grade roadside embankments and swales as shown on the plans. Grading will include the placement of loam and seed as needed.
  5. Drainage improvements: The Contractor will be required furnish and install two new 4' diameter drywells at locations shown on the plans. Drywells shall be fitted with frames and grates.
  6. Entrance gate: The existing 20' single swing bar gate shall be removed and replaced with a 24' double swing bar gate. The gate shall be stabilized in the open position.

**Exhibit B**  
Method of Payment

Method of payment will be in accordance with the Paragraph 27, Payments to Contractor, of the General Conditions:

- a. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration.
- b. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site. Immediately upon receipt of the State Approved Monthly Requisition for Payment Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors and Suppliers have clear access.
- c. Five percent (5%) of the value of the work performed on each partial estimate 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 partial estimate.
- d. 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 Contract called the Final Payment.

**Exhibit C**

Special Provisions

The following supplements modify, change, delete, or add to the General Conditions. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

**SGC-1 BONDS**

**A Pursuant to RSA 447:16, Performance and Subcontractor Payment Bonds will be required for contracts over \$35,000.00, in an amount equal to at least 100 percent of the contract price. The anticipated value of this project is over \$35,000.00 therefore, a Bid Bond will also be required at the time of the Bid Opening.**

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 R & D PAVING, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 2, 1995. 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 3<sup>rd</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State



Phone (603) 934-6745

PO Box 175. 563 S. Main St. 03235

Fax (603) 934-

2999

**2013 NAPA AWARD FOR QUALITY IN CONSTRUCTION**

**CERTIFICATE OF VOTE**

(Corporation with Seal)

I, Richard J DuBreuil, President of the  
(Corporation Representative Name) (Corporation Representative Title)  
R + D PAVING, do hereby certify that:

(Corporation Name)

(1) I am the duly elected and acting President of the  
(Corporation Representative Title)

R + D Paving, a S corporation (the  
"Corporation");

(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board

of Directors of the Corporation at a meeting of the said Board of Directors held on the

6 day of April, 2015, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:

(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of NH Fish & Game, providing for the performance by the Corporation of certain \_\_\_\_\_ services, and that the President be and hereby is authorized

and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (he) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Richard J DuBreuil President Name

Donald DuBreuil Vice President Name

Nancy DuBreuil Treasurer Name



Phone (603) 934-6745

PO Box 175. 563 S. Main St. 03235

Fax (603) 934-2999

**2013 NAPA AWARD FOR QUALITY IN CONSTRUCTION**

IN WITNESS WHEREOF, I have hereunto set my hand as the President (Title)

of the Corporation and have affixed its corporate seal this 6<sup>th</sup> day of April, 2015.

(Title)

(Seal)  
STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 6 day of April, 2015, before me, Richard DuBrew the undersigned officer,  
personally appeared Richard DuBrew who acknowledge her/himself to be the  
President of R+D Paving, a corporation, and that she/he,  
as (Title) (Name of Corporation)

such President (Title) being authorized to do so, executed the foregoing instrument for the

purposes therein contained, by signing the name of the corporation by her/himself as

Richard DuBrew  
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Nancy DuBrew  
Notary Public/Justice of the Peace

NANCY DuBREUIL, Notary Public  
My Commission Expires May 1, 2018

My Commission expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2015

**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> Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818	<b>CONTACT NAME:</b> Kathryn Ela <b>PHONE (A/C No. Ext):</b> (603) 447-5123 <b>FAX (A/C No.):</b> (603) 447-5126 <b>E-MAIL ADDRESS:</b> kathy@infingerinsurance.com														
<b>INSURED</b> R&D Paving Inc 41 Sterling Drive Franklin NH 03235	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Western Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: Acadia Ins Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Ins Co		INSURER B: Acadia Ins Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: CL1462471791** **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	ADDITIONAL INSURER	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA0344053-14	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L 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 - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAA0344057-14	7/1/2014	7/1/2015	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 checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA0344063	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0344065-14	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Paving contractor  
 Donald Dubreuil and Richard Dubreuil are excluded from workers compensation.  
 Job: Owl Brook REC Grading, Drainage & Paving

<b>CERTIFICATE HOLDER</b> (603) 271-0465 NH Fish & Game Department Attn: Lisa 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. AUTHORIZED REPRESENTATIVE Kathryn Ela/KTE <span style="float: right;"><i>Kathryn T. Ela</i></span>
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