



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

May 5, 2014

Sole Source

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 (NHFGD) to enter into a SOLE-SOURCE contract with Boulanger Consulting Inc. (VC #155489) of Littleton NH for \$9,480.00 to survey and restore missing property corners and boundary line delineation on Brown Lot #2 (Pittsburg) and Horne Brook Wildlife Management Area in Berlin, NH. Contract in force upon Governor and Council approval through November 30, 2014. Funding is 25% Agency Income (Wildlife Habitat Funds) and 75% Federal Funds.

Funding is available for these services and will be expended as follows:

03 75 75 751520-21550000 Wildlife Program-Wildlife Habitat Conservation

20-07500-21550000-305-500845 Habitat Acquisition & Management

FY15
\$9,480.00

Explanation

The NHFGD is owner of lands statewide known as Wildlife Management Areas (WMA's) and obligated to keep in good order the boundaries of these properties for the benefit of the public and abutting landowners. Maintenance of WMA's boundaries is contracted to qualified licensed surveyors and engineers.

In 2012, NHFGD awarded a standard boundary maintenance contract, via bid, to Boulanger Consulting. This effort revealed missing portions of property line and boundary monuments, additional work beyond the scope of the contract. Sole source is requested given the contractor's knowledge of and capacity to restore these missing boundary elements; it is most efficient to have the contractor undertake this work than to rebid to vendors unfamiliar with the existing situation. Therefore, we request permission to authorize Boulanger Consulting to accomplish this work to meet NHFGD Standards for these two Wildlife Management Areas.

Respectfully submitted,

Glenn Normandeau
Executive Director

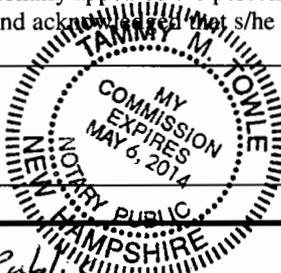
Kathy Ann LaBonte
Chief, Business Division

Subject: Brown Lot #2 & Horne Brook Wild Management Area boundary restoration 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>Richard C. Boulanger dba Boulanger Consulting</u>		1.4 Contractor Address <u>109 Crane Street, Littleton NH 03561</u>	
1.5 Contractor Phone Number <u>603-444-6085</u>	1.6 Account Number <u>21550000-305-500845</u>	1.7 Completion Date <u>November 30, 2014</u>	1.8 Price Limitation <u>\$9,480.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>(603) 271-0788 or (603) 419-0194</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Richard C. Boulanger, LLS /owner</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>4/15/2014</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>Tammy M. Towle Notary Publ.</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:  On: <u>5-19-2014</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 *RFB*
Date *9/15/11*

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 *RCB*
Date *4/15/14*

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.

Exhibit A

Scope of Services

A partial Urban Class boundary survey, Reference: *Lan 503.04 Classifications of Real Property Surveys* or better, of the **Brown Lot #2 (Pittsburgh)** and **Horne Brook WMA (Berlin)** consistent with the NH Fish & Game Survey Specifications, New Hampshire Code of Administrative Rules, (*see appendix B*).

A complete, closed **Urban Class (1: 10,000 unadjusted closure min.)** survey, Reference: *Lan 503.04 Classifications of Real Property Surveys* or better boundary survey, of the **Brown Lot #2** and **Horne Brook WMA**, consistent with the NH Fish & Game Survey Specifications, New Hampshire Code of Administrative Rules, (*see Appendix B*).

Survey and Documentation:

A complete closed perimeter boundary survey including setting of new monuments @ boundary points of obliterated or missing boundary monuments. Fish & Game Department's deed file and property records are available as reference. Survey will be based on NH State Plane Coordinate system. Contractor will provide a digital file of an acceptable format (i.e. Auto Cad/Carlson) of the survey plan in format sheet. The file will include the points file for all boundary corners and monuments referenced by deed (including tie courses generated through closure) in the drawing.

*****Boundary point information provided by contractor is for Fish & Game's internal use only and will not be available for use outside the Fish & Game Department recognizing the proprietary nature of the information.***

In addition, provide 3 hard copies of the formatted boundary plan on mylar suitable for registry filing. Including digital file of an acceptable format of the drawing plan in form including the points file for all boundary corners and monuments in the drawing referenced by deed.

Brushing, Blazing, Painting & Signage (see Appendix A, pages 1&2 for reference):

- a) All necessary materials, (i.e. paint, brushes, nails, signs, monuments) will be supplied by the Fish & Game Department. Unused materials are returned to the Fish and Game Department upon the completion of the project.
- b) The property line will be brushed out approximately five feet (4') horizontally, two (2') feet each side of the line and six feet (6') vertically; removing brush, limbs, saplings, etc. so that the line is clearly visible.
- c) Blazed boundary lines are to follow as straight a line as possible on the actual magnetic bearing. Blazes are cut into the trees sapwood (as the vegetated condition permits, i.e. availability and diameter of trees) removing the bark. Blazes shall be generally rectangular in shape, and a minimum of 2" wide x 4" long. **Blaze marking protocol: fore & aft blazes of online trees, ¾ blazes (two blazes on the same side of tree opposed @ a forty-five degree position) facing the line for trees located within two feet (2') left or right of boundary line and side blazes shall be used on trees between two feet (2') and four feet (4') from the line (a single blaze facing the line). **Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be re-blazed.** Blazed and painted trees should not be further than thirty ft. (30') to forty ft. (40') apart, in sight in both directions online (See Appendix A).**

- d) Fresh trees blazes must dry a minimum of three weeks prior to painting. Orange paint provided will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in an even consistency (not washy or runny) completely covering the blaze. **Boundary Paint will not be applied to newly blazed trees until exposed sapwood is allowed to dry a minimum of one month. After November 1 of current year, painting of blazes will not resume until spring of the following year and when temperatures resume to consistent 45 degrees Fahrenheit.**
- e) Witness of Boundary corners: Boundary lines and corners must be clearly visible, “heading to” and “leaving from” the corner or monument. At least two separate witness trees (when available) are blazed @ each corner. Each tree will have three blazes vertically aligned facing the corner with each positioned at approximately (10’) ten feet either side of boundary corner and include a orange boundary corner sign (3”X 7”) worded – **STATE WILDLIFE MANANAGMENT AREA CORNER** posted online facing abutting property and perpendicular of the boundary line direction (See Appendix A).
- f) Orange boundary signs (3” x 10”) worded – **BOUNDARY - STATE WILDLIFE MANANAGMENT AREA BEYOND THIS SIGN** is installed approximately 200’ apart along all boundary lines. Nails used to post signs on live tress shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd of the shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow, but retain boundary witness sign.
- g) **Caution:** must be exercised when witnessing boundary lines where hiking/snow machine trails cross the property line. At these intersections, boundary line blazes/paint will be absent a minimum of fifty feet (50’) from the trail intersection so users do not confuse the boundary line blazes for a trail blazes. Property signs are posted at trail intersections facing the abutting property. Signs are posted every 25’ for a total distance of 100’ left and 100’ right of trail any intersection along the boundary where blazes and paint are omitted.

Property Background & Deed information:

NH Fish & Game Department’s deed file and property records are available to contractor in coordination from Brian Lemire NHF&G Forester and contract administrator.

Note: this contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the “Contractor”. NH Fish & Game intends for the contractor to perform the work in the Scope of Services of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork.

Exhibit B

Payment:

Payments are prorated, 50% of the contract value will be paid upon receipt of documentation showing that 50% or half of the work contracted has been completed. This will be determined by the contract administrator and contractor.

The remaining payment, final 50% (fifty percent) of the contract, will be made contingent upon the *complete setting of required monuments, brushing and blazing, painting, signing. Receipt of (2) two stamped Mylar copies of the property plan, copy of field notes with ACAD LLD .DXF & .DWG file or better in State Plane coordinate base. Site work will be field inspected for acceptance, by NH Fish & Game agents upon completion of work.*

Final payment will be withheld in the event that the State determines through field inspection that all guidelines were not consistently followed. Final payment will be made only when all work is completed in accordance with the aforementioned guidelines.

Any disagreement or impasse on final payment and judgment of completion of contracted work shall be decided by the Executive Director of Fish & Game, Glenn Normandeau.

Contract effective July 1, 2014 with deadline of completion before November 30, 2014.

Exhibit C

Special Provisions

The New Hampshire Fish and Game Department agrees to waive the provisions of Paragraph 14.1.1 reducing the amount required for insurance coverage per incident to \$1,000,000.

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 Boulanger Consulting is a New Hampshire trade name registered on April 29, 2010 and that Richard C. Boulanger presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

Boulanger Consulting
Professional Forestry & Land Surveying

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Richard C Boulanger hereby certify that I am the sole proprietor of Boulanger Consulting (name of business), which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the trade name.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

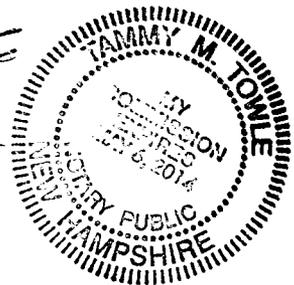
Signed: Richard C. Boulanger

Date: 4/14/14

State of New Hampshire, County of Craftsman.

On this the 14th day of April 2014, before me Richard C. Boulanger the undersigned officer, personally appeared _____, 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.

TJ
Tammy Jewell
Notary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2014

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).

PRODUCER Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561	CONTACT NAME: PHONE (A/C, No., Ext): (603) 444-3975 FAX (A/C, No.): (603) 444-1131 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Patriot Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP6017859	04/23/14	04/23/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" 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) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BA6017859	4/23/14	4/23/15	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6017859	4/23/14	4/23/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							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 NH Fish & Game Dept 2 Hazen Drive Concord, NH 03301-6500	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <TD>
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