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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Commissioners Office
April 28, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Collins Engineers, Inc., Portsmouth, NH, (Vendor Code 305023), for an amount not to exceed \$175,000.00, for the Underwater Inspection of various bridges in New Hampshire, effective upon the date of Governor and Council approval, through December 30, 2023. 100% Federal Funds.

Funding is available in State Fiscal Year 2021, and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2022, Fiscal Year 2023 and Fiscal Year 2024 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-963515-3054				
Consolidated Federal				
046-500463 Eng Consultants Non-Benefit	\$40,000.00	\$65,000.00	\$40,000.00	\$30,000.00

EXPLANATION

Underwater bridge inspection is a specialized service that is essential to the Department's bridge inspection program. The Department does not have these capabilities and therefore requires the services from a firm with this expertise and experience. Underwater inspections of specific state and municipal bridges are needed for their continued use by the traveling public, and to remain in compliance with Federal Highway Administration (FHWA) regulations as they pertain to the National Bridge Inspection Standards (NBIS), and thereby retain the Department's eligibility to receive federal transportation funds.

Six (6) underwater bridge inspection Contractors were prequalified and invited to submit a bid based upon the Selection Procedures for Prequalified Low Bid Statewide Contracts, dated August 25, 2017, for the underwater bridge inspection services. Six (6) bids were received as follows:

<u>Firms</u>	<u>Rank</u>	<u>Bid Amount</u>
Collins Engineers, Inc.	1	\$2,370.00
GEI Consultants, Inc.	2	\$2,600.00
Jacobs Engineering Group, Inc.	3	\$2,898.00
A. DiCesare Associates, P.C.	4	\$3,250.00
Childs Engineering Corporation	5	\$3,292.00
Terracon Consultants, Inc.	6	\$3,805.00

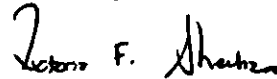
The firm, Collins Engineers, Inc. submitted the lowest bid and is recommended for this assignment.

The Contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

This project is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% Federal Funds.

It is respectfully requested that authority be given to enter into an agreement for underwater bridge inspection services as detailed in the requested Resolution.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

Exhibit C – Contractor's Bid Sheet
New Hampshire Department of Transportation
Contract for Underwater Bridge Inspection

STATEWIDE PROJECT No. 43104

NOTES:

1. This proposal shall be prepared by the bidder, with the unit prices specified in both words and figures, and the
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection At <u>3292.00</u> <u>Three Thousand Two Hundred and Ninety-Two</u> Dollars per day	\$3292	.00	\$3292	.00
GRAND TOTAL					\$3292	.00

Company: Childs Engineering Corporation
 Signature: 
 Date: March 9, 2021

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			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection At <u>Two Thousand, Eight Hundred Ninety-Eight Dollars and 00/100</u> Dollars per day	\$2,898.00	\$0.00	\$2,898.00	\$0.00
			GRAND TOTAL		\$2,898.00	\$0.00

Company: Jacobs Engineering Group, Inc.

Signature:  Robert Prud'homme, Director of Projects

Date: March 9, 2021

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			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection <u>At Two Thousand Six Hundred</u> _____ Dollars per day	\$2,600.00	\$0.00	\$2,600.00	\$0.00
			GRAND TOTAL		\$2,600.00	\$0.00

Company: GEI Consultants

Signature: 

Date: March 9, 2021

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New Hampshire Department of Transportation
Contract for Underwater Bridge Inspection

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			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection At <u>THREE THOUSAND</u> <u>TWO HUNDRED</u> <u>FIFTY</u> Dollars per day	3,250 ⁰⁰		\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL					\$0.00	\$0.00

Company: A. DICESPRE ASSOCIATES P.C.
 Signature: *Arthur Dicespre*
 Date: 3-2-2021

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			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection At <u>Three thousand eight hundred five</u> _____ _____ Dollars per day	\$3,805	\$00	\$3,805	\$00
			GRAND TOTAL		\$3,805	\$00

Company: Terracon Consultants, Inc.

Signature: _____

Date: 3/11/21

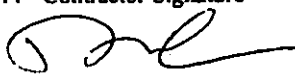
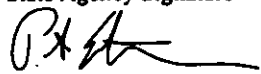
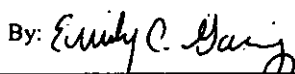
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Transportation - Bridge Design		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Collins Engineers, Inc.		1.4 Contractor Address 650 Islington St., Ste. 1 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-334-4742	1.6 Account Number	1.7 Completion Date December 30, 2023	1.8 Price Limitation \$175,000.
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-2731	
1.11 Contractor Signature  Date: 4/13/21		1.12 Name and Title of Contractor Signatory Daniel O'Connor, Sr. Vice President	
1.13 State Agency Signature  Date: 5/21/21		1.14 Name and Title of State Agency Signatory Peter E. Stamnas Director of Project Development	
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: 5/26/2021			
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 1.17, 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 1.13 ("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 provided 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 DDC
Date 4/13/24

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.

December 2020

It is further proposed:

To execute the Contract and begin work within 10 days from the date specified in the "Notice to Proceed" and to prosecute said work so as to complete the Underwater Bridge Inspection and its appurtenances on or before December 31, 2023.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

(1). The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (2). Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

DD
4/17/24

Dated: 4/13/21 _____

(If a firm or individual)

Signature of Bidder _____

By _____

Address of Bidder _____

Names and addresses of members of the Firm:

(If a Corporation)

Signature of Bidder  _____

Title Senior Vice President _____

By Daniel O'Connor _____

Business Address 650 Islington St., Suite 1, Portsmouth, NH 03801

Incorporated under the laws of the State of Illinois _____

Names of Officers:

President Daniel Cecchi, 550 W. Jackson Blvd, Ste 1200, Chicago, IL 60661
Name Address

Secretary Roxanne Collins, 550 W. Jackson Blvd, Ste 1200, Chicago, IL 60661
Name Address

Treasurer Roxanne Collins, 550 W. Jackson Blvd, Ste 1200, Chicago, IL 60661
Name Address

Exhibit A – P37 - Special Provisions

Add to Section 14: INSURANCE:

14.1.1.a Maritime Employers Liability Insurance in policy amounts of not less than \$2,000,000 per occurrence; and

14.1.1.b US Longshore and Harbor Workers Insurance in policy amounts of not less than \$1,000,000 per occurrence; and

14.1.1.c Professional liability (errors and omissions) insurance in policy amounts of not less than \$2,000,000 per occurrence.

Doc 4/13/2021

Exhibit B – Location and Scope of Work

1. Scope of Work

Duties:

Inspect underwater portions of various bridges in accordance with the National Bridge Inspection Standards and prepare signed inspection reports with the following:

- Date of Inspection.
- Town Name, Bridge Number, Route, and Waterway name.
- Complete details, location, sketches, photos, or videotape of any damage, deterioration, and/or scour around footings.
- Water depths across and along waterway; around piers and abutments.
- On a bridge construction project; inspection of cofferdams, including bottom surface conditions and profile.

Bids will be based on a fully equipped dive team; an NBIS qualified Team Leader Underwater Bridge Inspector*, travel, mobilization, and expenses, per day of inspection. This Agreement consists of the following documents: Exhibits A, B, C & D, which are all incorporated herein by reference as if fully set forth herein.

2. Submission of Reports, Plans and Documents

Individual inspection reports are to be turned over to NHDOT representative before leaving the bridge site. Photographs are to be processed, identified, marked and submitted to the NHDOT within 2 weeks of the inspection.

*FHWA regulations state that, among other requirements, Team Leaders must successfully complete a FHWA approved comprehensive bridge inspection training course (or other FHWA approved bridge inspection training), which is interpreted by FHWA as being two (2) weeks in length. (Refer to the Federal Register Vol. 69, No. 239, Tuesday, December 14, 2004 pages 74419 – 74439, 23 CFR Part 650 and associated FHWA publications as needed for additional information.)

DL
4/13/24

Exhibit C – Contractor's Bid Sheet
New Hampshire Department of Transportation
Contract for Underwater Bridge Inspection

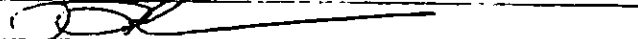
STATEWIDE PROJECT No. 43104

NOTES:

1. This proposal shall be prepared by the bidder, with the unit prices specified in both words and figures, and the
2. Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids.
3. Job assignments will be made on an as-needed basis. The quantities actually required to complete the contract work are

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID (dollars & cents, in words)	UNIT PRICES		AMOUNT	
			Dollars	Cents	Dollars	Cents
1	1 day	ITEM DESCRIPTION: A fully equipped dive team, an NBIS qualified Team Leader Underwater Bridge Inspector, travel, mobilization, and expenses, per day of inspection At <u>Two thousand three hundred seventy dollars and no cents</u> <div style="text-align: right;">Dollars per day</div>	\$2,370		\$2,370	
			GRAND TOTAL		\$2,370	

Company: Collins Engineers, Inc.

Signature: 

Date: 03/05/2021

Underwater Inspection 43104

EXHIBIT C

The work required under the terms of this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

The total cost of all work, expenses and profit under this AGREEMENT shall not exceed \$ 175,000.

The rates tabulated in the Bid Schedule shall include all charges attributed to direct costs, fringe benefits, payroll taxes, overhead, direct expenses and profit and shall be used in billing for all work done under this AGREEMENT.

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the Consultant.

The Consultant shall maintain adequate cost records for all work performed under this AGREEMENT.

All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government (if utilized on a Federally funded project), and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

When outstanding work remains to be completed, the Consultant shall submit monthly progress reports of work accomplished on a project-by-project basis in a manner satisfactory to the DEPARTMENT.

COLLINS ENGINEERS^{PC}

Corporate Resolution – Certification of Vote

I, Katherine Collins, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Collins Engineers, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on April 12, 2021,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Daniel G. Cecchi and Daniel O'Connor (may list more than one person)
is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Collins Engineers, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 4/12/21

ATTEST: Katherine D. Collins
(Name & Title) ASST. CLERK

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 COLLINS ENGINEERS, INCORPORATED is a Illinois Profit Corporation registered to transact business in New Hampshire on April 12, 2007. 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: 575882

Certificate Number: 0005344824



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2021

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 have ADDITIONAL INSURED provisions or 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 USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	CONTACT NAME: Alison Blaser PHONE (A/C No. Ext): 312 788 2018 FAX (A/C No.): 610 537 1964 E-MAIL ADDRESS: alison.blaser@usi.com														
INSURED Collins Engineers, Inc. 650 W Jackson Blvd. Ste1200 Chicago IL 60661	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Granite State Insurance Company</td> <td>23809</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B: Travelers Indemnity Company	25658	INSURER C: Granite State Insurance Company	23809	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 15353218

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR	POLICY NO	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			630-7A377680	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (E&B occurrences) \$ 1,000,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HCPD/ACV			810-7N402245	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (E&B accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-31N05192	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	WC38412072 WC38412073 USL&H/ AOS	11/01/2020 11/01/2020	11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers EDP Data & Media Special Form			P-630-7A377680 P-630-7A377680	11/01/2020 11/01/2020	11/01/2021 11/01/2021	\$150,000 \$300,000

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

RE: Statewide On-Call Underwater Bridge Inspection Services (Project # 43104) Additional Insureds: State of New Hampshire and its agents and employees When agreed in written contract with the Named Insured, the above are named as additional insured as it relates to general liability and auto liability subject to the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds.

CERTIFICATE HOLDER

New Hampshire Dept of Transportation
 Attn: Phyllis Jouvetakas
 11 Hazen Drive
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate 15353218 issued on 4/13/2021)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
4/13/2021

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.

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PRODUCER USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	CONTACT NAME: Alison Blaser PHONE (A/C, Ho, Ext): 312 766 2018 FAX (A/C, Ho): 610 537 1864 E-MAIL ADDRESS: alison.blaser@usi.com																					
INSURED Collins Engineers, Inc. 550 W Jackson Blvd. Ste 1200 Chicago IL 60661	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Navigators Insurance Company</td> <td colspan="2" style="text-align: center;">42307</td> </tr> <tr> <td>INSURER B: Market International Insurance Company Limited</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Navigators Insurance Company	42307		INSURER B: Market International Insurance Company Limited			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 15353217** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBB	INSR	WVR	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				NY20LIA00301301 Excess M.E.L.	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000 AGG/CSL AGGREGATE \$
B	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	B190620-014-20 Maritime Employers Liability Limit is any one ecc or illness/	11/01/2020	11/01/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Statewide On-Call Underwater Bridge Inspection Services (Project # 43104) Evidence of Insurance

CERTIFICATE HOLDER

New Hampshire Dept of Transportation
 Attn: Phyllis Jouvelakas
 11 Hazen Drive
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2021

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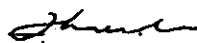
PRODUCER USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	CONTACT NAME: Alison Blaser PHONE (AG, Ho, Ext): 312 768 2018, FAX (AG, No): 810 537 1984 E-MAIL ADDRESS: alison.blaser@usi.com
	INSURER(S) AFFORDING COVERAGE
INSURED Collins Engineers, Inc. 550 W Jackson Blvd. Ste1200 Chicago IL 60661	INSURER A: Berkshire Hathaway Specialty Ins Co NAIC # 22276
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15353216 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSR NYID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Form			47-EPP-314289-01	03/15/2021	03/15/2022	\$2,000,000 each claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
RE:Statewide On-Call Underwater Bridge Inspection Services (Project # 43104) Evidence of Insurance

CERTIFICATE HOLDER New Hampshire Dept of Transportation Attn: Phyllis Jouvelakas 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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