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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
Office@das.nh.gov



Charles M. Arlinghaus  
Commissioner  
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Assistant Commissioner  
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February 16, 2021

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract with Ground Penetrating Radar Systems, LLC (VC#310595), of Delaware for private utility locating services by increasing the price limitation by \$23,400 from \$23,400 to \$46,800 and extending the completion date from March 31, 2021 to March 31, 2022 effective upon Governor and Council approval. The original contract was approved by Governor and Council on March 27, 2019, item #70.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted contract maintenance line expenditures for Fiscal Years 2021 and 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

### EXPLANATION

The Department of Administrative Services owns and maintains underground utilities at several locations in Concord and Laconia, NH. As such they are required to provide private utility locating services upon notification of a Dig Safe request. Bids were solicited from twenty-four (24) private utility locating companies that were listed by 811 Dig Safe that provide utility locating services. Master Locators, Inc. was selected from the three (3) vendors who provided compliant bids in response to RFB DAS SVS 2019-221 on January 24, 2019. This agreement was originally approved by Governor and Council on March 27, 2019 (Item #70).

Master Locators, Inc. was acquired by Ground Penetrating Radar Systems, LLC on August 1, 2019 and DAS consented to Master Locators Inc.'s assignment of contract with the State of New Hampshire for private utility locating services to Ground Penetrating Radar Systems, LLC on September 23, 2019. Due to the satisfactory nature of the business relationship to date, the Department of Administrative Services requests the approval of the renewal of this contract for an additional year.

Respectfully submitted,

Charles M. Arlinghaus  
Commissioner

FIRST AMENDMENT  
TO  
GROUND PENETRATING RADAR SYSTEMS, LLC AGREEMENT

This amendment, (hereinafter called the "Amendment"), dated the 29th day of January, 2021, by and between the State of New Hampshire, which is represented by the Department of Administrative Services (hereinafter referred to as the "Department"), and Ground Penetrating Radar Systems, LLC.

WHEREAS, pursuant to an Agreement dated February 4, 2019, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of specified percentage of revenue generated by the Plan's investment options as specified in the Agreement and;

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties hereto and only after approval of such modification by the Governor and Council, or amendment and;

WHEREAS, pursuant to Exhibit A, Section 3, which states in the relevant part; "This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on March 31, 2021, a period of approximately two (2) years, unless extended for additional terms. The Contract may be extended for an additional one (1) one-year term thereafter under the same terms, conditions and pricing structure upon mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council." and;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended effective April 1, 2021, as follows:

Amend Section 1.3 of the General Provisions by updating the Contractor Name to Ground Penetrating Radar Services, LLC to reflect their acquisition of Master Locators Inc. on August 1, 2019.

Amend Section 1.4 of the General Provisions by replacing the Master Locators address with the Ground Penetrating Radar Services, LLC address as a result of the aforementioned acquisition.

Amend Section 1.7 of the General Provisions by extending the Completion Date to March 31, 2022.

Amend Section 1.8 of the General Provisions by updating the Price Limitation from \$23,400.00 to \$46,800.00

2. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of the Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

CONTRACTOR:

Ground Penetrating Radar Systems, LLC, Inc.

By: *Brandon Williams*

Name: Brandon Williams

Title: Contracts Manager

On the 10th day of February, 2021 there appeared before me, in the state and country foresaid a person who satisfactorily identified himself as Brandon Williams and acknowledged that he/she executed this document indicated above. In witness thereof, I hereunto set my hand and official seal.

*Cara Lynn Jones*

Notary Public/Justice of the Peace

My Commission Expires: 08.01.2025



CARA LYNN JONES  
Notary Public, State of Ohio  
Lucas County  
My Commission Expires  
08/01/2025

The State;

The State of New Hampshire

By: *Jill Perlman*

Name: Jill Perlman  
Title: Sen. Asst. Atty. General

By: *Charles M. Arlinghaus*

Name: Charles M. Arlinghaus

Title: Commissioner, DAS

February 10, 2021

RE: Certification of Authority

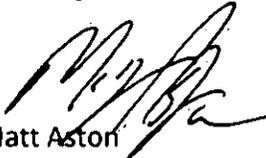
To Whom It May Concern:

Please let this letter serve as notice and certification of signing authority.

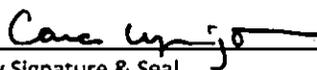
For lien waivers, CFO Andy Caputo has signing authority.

For contracts, Contracts Manager Brandon Williams, Compliance Manager Mark Bartlett, and Regional Director Kyle Sareyka have signing authority.

Best Regards,

  
Matt Aston  
President

Subscribed and sworn to me this 10<sup>th</sup> day of February 2021.

Signature:   
Notary Signature & Seal



CARA LYNN JONES  
Notary Public, State of Ohio  
Lucas County  
My Commission Expires  
08/01/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2021

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).

<b>PRODUCER</b> Hylant - Toledo 811 Madison Ave. Toledo OH 43604	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 419-255-1020		FAX (A/C No.): 419-255-7557	
	E-MAIL ADDRESS: toledo_hml@hylant.com			
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	
		<b>INSURER A:</b> Transportation Insurance Co	20494	
<b>INSURED</b> Ground Penetrating Radar Systems, LLC 5217 Monroe St. Toledo OH 43623	<b>GROUPEN-02</b>		<b>INSURER B:</b> Continental Casualty Company	20443
			<b>INSURER C:</b> Crum & Forster Specialty InsCo	44520
			<b>INSURER D:</b> Continental Insurance Company	35289
			<b>INSURER E:</b> American Casualty Co of Reading PA	20427
			<b>INSURER F:</b> Travelers Casualty Ins Co Amer	19046

**COVERAGES**

CERTIFICATE NUMBER: 2015966728

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	6057383757	5/2/2020	5/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OH & WS Stop Gap \$ \$1M OCC/\$2M Agg
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	Y	Y	6057383743	5/2/2020	5/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded. Comp & Coll \$ 3,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6057383709	5/2/2020	5/2/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products Comp Ops Agg \$ 10,000,000
A 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	WC657383712 ALL WC657383726 CA	5/2/2020 5/2/2020	5/2/2021 5/2/2021	<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
C F	Professional/Pollution Crime - Employee Theft and 3rd Party		Y	PKC109846 107287842	5/2/2020 6/26/2020	5/2/2021 5/2/2021	Prof. Each Claim/Agg \$5,000,000 Poll. Each Claim/Agg \$5,000,000 Crime \$3,000,000

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

PROFESSIONAL/POLLUTION COVERAGE - SELF INSURED RETENTION: \$25,000.

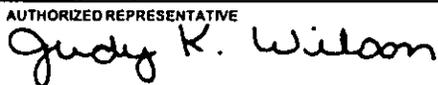
Retro Active Date: Errors &amp; Omissions - \$2M/\$2M Limits: 11/17/2017, \$5M/\$5M Limits: 07/31/2019

Contractual Liability applies per policy form.

Contractors Equipment - \$100,000 Limit per Item, Deductible \$1,000 - Policy #6057188127 - Continental Casualty Co. Term: 5-2-20 to 5-2-21.

State of New Hampshire, Administrative Services, Bureau of Purchase and Property is named as additional insured on all policies listed above except for Professional Liability and Workers' Compensation policies. The General Liability covers Ongoing and Completed Operations. Waiver of Subrogation in favor of the additional Insured is included on all policies. Umbrella Policy applies excess of General Liability, Auto Liability and primary Employer's Liability. All policies See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hytant - Toledo		NAMED INSURED Ground Penetrating Radar Systems, LLC 5217 Monroe St. Toledo OH 43623	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

evidenced herein are primary and non-contributory to the other insurance available to the additional insured but only to the extent required by written contract with the insured. In the event coverage is cancelled for any reason, other than non-payment of premium, 30 days advanced written notice will be mailed or delivered to the certificate holder listed below, when required by written contract or agreement.



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75014XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: GROUND PENETRATING RADAR SYSTEMS, LLC

Policy No: 6057383757

Endorsement No: 1

Effective Date: 05/02/2020



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

INSURED

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Form No: CNA68021XX (02-2013)  
Endorsement Effective Date:  
Endorsement No: 139; Page: 1 of 1  
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St. Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: BUA 6057383743  
Policy Effective Date: 05/02/2020  
Policy Page: 689 of 1414



**EXTENDED COVERAGE ENDORSEMENT - BA PLUS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability policy providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an Insured under any other liability policy providing auto coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- ✓ 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

✓ **C. Fellow Employee**

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 6057383743
Endorsement No: 158; Page: 1 of 5	Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 05/02/2020
			Policy Page: 747 of 1414

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Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

## II. PHYSICAL DAMAGE COVERAGE

### A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

### B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to SECTION III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

### D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

### E. Personal Property

The following is added to SECTION III, Paragraph A.4.

c. We will pay up to \$500 for loss to Personal Property which is:

- (1) Owned by an Insured; and
- (2) In or on the covered auto.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

### F. Rental Reimbursement

The following is added to SECTION III, Paragraph A.4.:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of loss to a covered auto. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered auto; or,
- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 158; Page: 2 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6057383743

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- 3. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- 4. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**G. Hired "Autos"**

The following is added to SECTION III, Paragraph A.:

**5. Hired Autos**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per accident.

**H. Airbag Coverage**

The following is added to SECTION III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**I. Electronic Equipment**

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**J. Diminution In Value**

The following is added to SECTION III, Paragraph B.6.

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

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- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV)

**III. Drive Other Car Coverage – Executive Officers**

The following is added to SECTIONS II and III:

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
  - a. An auto owned by that executive officer or a member of that person's household; or
  - b. An auto used by that executive officer while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered auto; and
  - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such executive officers are insureds while using a covered auto described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to SECTION IV, Paragraph A.2.a.

- (4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to SECTION IV, Paragraph A.2.b.

- (6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Concealment, Misrepresentation or Fraud**

The following is added to SECTION IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**C. Policy Period, Coverage Territory**

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 6057383743
Endorsement No: 158; Page: 4 of 5			Policy Effective Date: 05/02/2020
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60608			Policy Page: 750 of 1414



- a. 45 days of coverage in lieu of 30 days

**V. DEFINITIONS**

**SECTION V. Paragraph C. is deleted and replaced by the following:**

**Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these**

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Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6057383743

Policy Effective Date: 05/02/2020

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

 **25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to **Owner Controlled Insurance Programs (O.C.I.P.)** or **Contractor Controlled Insurance Programs (C.C.I.P.)** is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as damages because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the Named Insured has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020005760573837578151



CNA74987XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: GROUND PENETRATING RADAR SYSTEMS, LLC

Policy No: 6057383757

Endorsement No: 10

Effective Date: 05/02/2020



POLICY NUMBER: 6057383757  
Effective Date: 5/2/2020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
All persons or organization with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location(s) Of Covered Operations
All Locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and

described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
All persons or organizations with whom you have entered into a written contract or agreement prior to an "occurrence" or offense, to provide Additional Insured status.	All locations as required by a written contract or Agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**  
Name of Additional Insured Person or Organization

**ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.**

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II - **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

INSURED

30028003385120030141659150607



Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 6057383743
Endorsement Effective Date:		Policy Effective Date: 05/02/2020
Endorsement No: 140; Page: 1 of 1		Policy Page: 691 of 1414
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606		



**POLICY HOLDER NOTICE - NOTICE OF CANCELLATION CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Form No: CNA87315XX (10-2016)

Policyholder Notice; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 6 57383712

Policy Effective Date: 5/2/2020

Policy Page: 35 of 329



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL  
60604

Endorsement Expiration Date:

Policy No: WC 6 57383712

Policy Effective Date: 5/2/2020

Policy Page: 202 of 329

# State of New Hampshire

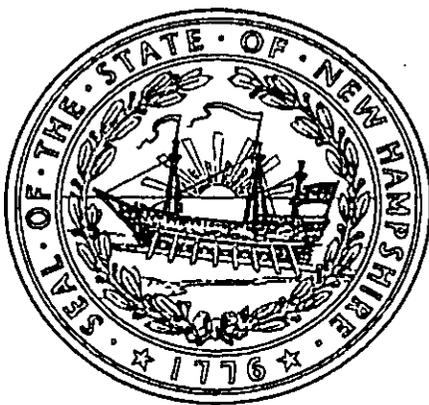
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GROUND PENETRATING RADAR SYSTEMS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 13, 2019. 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: 827220

Certificate Number: 0005253584



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of February A.D. 2021.

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

William M. Gardner  
Secretary of State

MAR 11 '19 AM 7:22 DAS

70  
MLC



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603)-271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603)-271-3204

Catherine A. Keane  
Deputy Commissioner  
(603)-271-2059

February 28, 2019

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a contract with Master Locators, Inc., (vc # 277569) Glen Mills, PA for a total price not to exceed \$23,400 for private utility locating services. The term of the contract shall begin on April 1, 2019 or upon approval of the Governor and Executive Council whichever is later, through March 31, 2021 for a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

The cost of the contract shall be paid contingent upon availability and continued appropriations through various individual Department of Administrative Services budgeted contract maintenance line expenditures.

**EXPLANATION**

The Department of Administrative Services owns and maintains underground utilities at several locations in Concord and Laconia, NH. As such they are required to provide private utility locating services upon notification of a Dig Safe request. The Department of Administrative Services (DAS) is currently leasing an underground steam distribution system formerly operated by Concord Steam called the Downtown Loop to provide steam to the State House, State House Annex and State Library. In addition, DAS is also in the process of installing a new steam distribution system at the State House Complex that will also require the same services. Master Locators, Inc., is required to respond and provide private utility location services as described in NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
February 28, 2019  
Page 2 of 2

Bids were solicited from twenty-four (24) private utility locating companies that were listed by 811 Dig Safe that provide private utility locating companies. Three compliant bids were received. Attached is a copy of the bid results.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus  
Commissioner



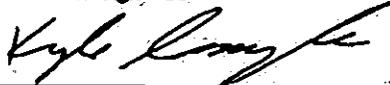
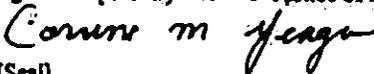
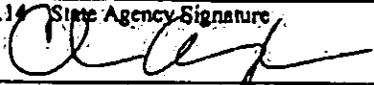
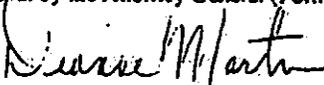
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Master Locators, Inc		1.4 Contractor Address 675 Concord Rd Glen Mills, PA 19342	
1.5 Contractor Phone Number 610-358-0172	1.6 Account Number Various	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$23,400
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kyle Sarcyka, C.O.O.	
1.13 Acknowledgement: State of <del>Pennsylvania</del> County of Delaware On February 4, 2019, 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]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     NOTARIAL SEAL                      Corrine M Yeager                      NOTARY PUBLIC                      Concord Twp, Chester County                      My Commission Expires 10/01/2019                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Corrine Yeager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Admin Svcs	
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) (if applicable) By:  On: 3/7/19			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials   *KS*    
Date   2/4/19

EXHIBIT "A"

**SCOPE OF SERVICES**

1. The Contractor shall provide "private utility locating services" for state owned buildings located in Concord and Laconia, New Hampshire. The majority of the work will be at five main locations:

- State Office Park South, Pleasant Street, Concord, NH
- State Office Park East, Hazen Drive, Concord, NH
- State House Capitol Complex, encompassing School, Green, Capitol, Park and North State Streets, Concord, NH
- Rte 106 State Campus, Smokey Bear Boulevard, Concord, NH
- Laconia State School Campus, Right Way Path, Laconia, NH

2. The Department of Administrative Services owns and maintains underground facilities at the five locations listed above. As such they are required to provide private utility locating services upon notification of a Dig Safe request. The Department of Administrative Services is currently leasing an underground steam distribution system formerly operated by Concord Steam called the Downtown Loop that provides steam to the State House, State House Annex and State Library. In addition, the Department of Administrative Services is also in the process of installing a new steam distribution system at the State House Complex that will also require the same services. The Contractor is required to respond and provide private utility location services as described in NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

3. In addition to the 5 main locations listed above, the Contractor shall provide private locating utility services at other state owned facilities located in Concord and Laconia, NH.

4. The term of this non-exclusive contract shall begin on April 1, 2019 or upon approval of the Governor and Executive Council whichever is later, through March 31, 2021 a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions agreed upon by both parties. Any such extension shall be subject to NH Governor and Council approval.

5. The State has the right to terminate the contract at any time by giving the Contractor a thirty day written notice.

6. The term, "private utility locating services", as used above shall include providing all supervision, materials, equipment, labor and transportation necessary to provide the required level of services as described herein.

7. The Contractor and any approved sub contractors shall be trained in accordance with National Utility Locating Contractors Association (NUCLA) Professional Competence Standards for Locating Technicians, Fourth Edition 2015. All Locators shall meet the requirements of the training programs for the following competencies:

Electromagnetic locating;  
Instruction in the use of transmitters and receivers;  
Procedure for marking underground facilities;  
Training in the identification of facilities;  
Safety procedures;  
Operator map and record reading; and  
Familiarity with the NH Public Utilities PUC 804.03.

8. The Contractor shall employ sufficient number of trained personnel so that all private utility locate service calls are answered within the required time limitations.

9. The Contractor shall make service available twenty four hours per day, seven days per week for emergency location services. The Contractor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

10. The Contractor shall respond by phone or other electronic device to all normal locate service calls within eight (8) hours after report of occurrence.

11. The Contractor shall physically respond within 72 hours after receipt of notice from the State of a proposed excavation, but not including Saturdays, Sundays, and holidays to locate private utilities at State owned property in Concord and Laconia, NH.

12. In cases of an "emergency situation" as defined by NH Puc 802.04, the Contractor shall physically respond within three hours of receipt of notification from the State.

13. The Contractor shall respond by phone or other electronic device to all emergency service calls within fifteen (15) minutes of reported occurrence.

14. Upon completion of each locating service, the Contractor shall provide a report of work performed to the State Contract Manager. This report shall be submitted no later than ten (10) calendar days after completion of locating services and a duplicate copy shall accompany the locating services invoice.

15. The Contractor shall mark the location of any private underground facilities in the area of the proposed excavation; or if no underground facility is within the area of the proposed excavation, mark the non-existence of facilities within the premarked area of intended excavation in accordance with NH PUC 806 and communicate with the State via e-mail, fax telephone, or other electronic communication.

16. The Contractor shall mark underground facilities by use of paint, stakes, flags, or by any other means that clearly indicates the location of the underground facility. The Contractor shall consider the physical characteristics in the area of the proposed excavation in determining the type of marker to be used.

17. The Contractor shall mark underground facilities according to the following color code:

Red shall be used for underground facilities conveying electric power, electric cable conduits or lighting cables;

Yellow shall be used for underground facilities conveying gas, oil, steam, petroleum, or gaseous materials;

Orange shall be used for underground facilities used for communications conduit;

Blue shall be used for underground facilities conveying potable water;

Green shall be used for underground facilities conveying sewer or used for drain lines; and

Purple shall be used for underground facilities conveying reclaimed water such as used for irrigation or slurry lines.

18. When the Contractor marks the underground facility they shall indicate the width of the underground facility for all facilities greater than 1 inch nominal diameter and the specific owner or operator of the underground facility; and the function of the underground facility.

19. The function shall be marked by using the following:

The letter E for underground facilities conveying electricity;

The letter G for underground facilities conveying gas;

The letters PP for underground facilities conveying oil;

The letters ST for underground facilities conveying steam;

The letters CH for underground facilities conveying chemicals;

The letter T for underground facilities containing telephone wires or cable;

The letters CATV for underground facilities conveying cable television signals;

The letters FA for underground facilities conveying fire alarm information or signals;

The letter W for underground facilities conveying water;

The letter S for underground facilities conveying sewage;

The letters SS for underground facilities conveying storm sewerage; and

The letters SD shall be used for underground facilities used for storm drainage.

20. The Contractor's work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

21. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

22. While on State property, the Contractor's employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

23. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

24. The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

25. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

26. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

27. The Contractor shall submit a semi-annual usage report for analysis to determine contract compliance. At a minimum, the report shall include the following:

Date and Location of each Private Utility Locating Service

Total Amount of Hours per occurrence for each Private Utility Locating Service

Amount Charged for each Private Utility Locating Service

Total Amount of Hours and Total Amount of Cost for Services provided during the six month period.

28. All Contractor correspondence and submittals shall be sent to:

State of New Hampshire

Department of Administrative Services

Michael Connor

25 Capitol Street, Room 212

Concord, N.H. 03301

EXHIBIT "B"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "private utility locating services" at the rates listed below for a not to exceed total of \$23,400 for the period commencing upon Governor and Council approval through March 30, 2021 (herein after referred to as the contract price) in return for the services described in Exhibit "A."
  
2. Normal Locating Services  
The Contractor shall be paid the hourly rate of \$125.00 for all expenses to successfully complete the private utility locating services within 72 hours not including Saturday, Sunday and holidays as described herein. The Contractor shall not be reimbursed for mileage and or travel time. This hourly rate shall include all fees including any travel and or mileage expenses. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time. The hourly rate shall start when the Contractor's personnel arrive at the work site and when the Contractor's personnel leave the work site.
  
3. Emergency Locating Services  
The Contractor shall be paid the hourly rate of \$225.00 for all expenses to successfully complete the private utility locating services for an emergency situation as described in Exhibit A. The Contractor is required to physically respond within three hours of receipt of notification from the State. The Contractor shall not be reimbursed for mileage and or travel time. This hourly rate shall include all fees including any travel and or mileage expenses. The hourly rate shall start when the Contractor's personnel arrive at the work site and when the Contractor's personnel leave the work site.
  
4. Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Said payments shall be made electronically.

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

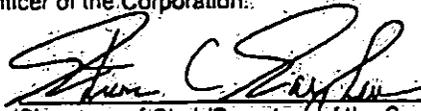
I, Steve Sareyka, do hereby certify that:  
(Name of Clerk/Secretary of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Master Locators, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 3, 2019:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Administrative Services, for the provision of utility locating services.

**RESOLVED:** That the Chief Operating Officer, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of February, 2019.
4. Kyle Sareyka is the duly elected Chief Operating Officer of the Corporation.

  
(Signature of Clerk/Secretary of the Corporation)

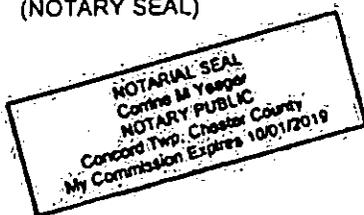
STATE OF PENNSYLVANIA

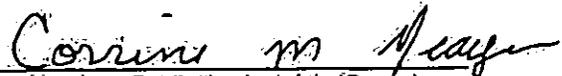
County of Delaware

The forgoing instrument was acknowledged before me this 4th day of February, 2019,

By Steve Sareyka  
(Name of Clerk/Secretary of the Corporation)

(NOTARY SEAL)



  
(Notary Public/Justice of the Peace)

Commission Expires: 10/1/19

**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 MASTER LOCATORS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on February 08, 2019. 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: 812435

Certificate Number : 0004404262



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of February A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/31/2019

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).

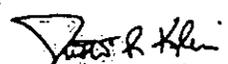
<b>PRODUCER</b> Klein Agency, LLC P.O. Box 219 Timonium MD 21094		<b>CONTACT NAME:</b> PHONE (AC, Res, Dir): (410) 832-7600 FAX (AC, No): (410) 832-1849 EMAIL: corts@kleinagencyllc.com ADDRESS:	
<b>INSURED</b> Master Locators, Inc. 675 Concord Road Glen Mills PA 19342-1369		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Indemnity Co. of Am	<b>NAIC #</b> 25688
		<b>INSURER B:</b> The Phoenix Insurance Company	25623
		<b>INSURER C:</b> Travelers Indemnity Company	25658
		<b>INSURER D:</b> Sentinel Insurance Company	11000
		<b>INSURER E:</b> Continental Casualty Company	20443
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19      **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 INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		680008J446744	08/29/2018	08/29/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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		BA8J447243	08/29/2018	08/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		CUP008J449353	08/29/2018	08/29/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	30WBCAA6FW	08/29/2018	08/29/2019	<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
E	Professional/Pollution Liability		MCH591912939	08/29/2018	08/29/2019	Per Claim: 5,000,000 Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 30 day notice of cancellation, 10 day for non-payment. See attached for specific additional insured wording.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services 25 Capitol Street Room 120 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 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Klein Agency, LLC		NAMED INSURED Master Locators, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Master Locators, Inc.

If required under an insured written contract, executed prior to any loss, Certificate Holder is an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Master Locators, Inc.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for the certificate holder under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.



*State of New Hampshire*  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

September 10, 2019

Jim Bell  
Ground Penetrating Radar Systems, LLC  
5217 Monroe Street  
Toledo, OH 43623

**VIA EMAIL: [Jim.Bell@gprsinc.com](mailto:Jim.Bell@gprsinc.com)**

Dear Mr. Bell:

The State of New Hampshire, Department of Administrative Services have a contract with Master Locators, Inc. The contract was approved by New Hampshire Governor and Council on March 27, 2019. The contract is for two years beginning on April 1, 2019 and ending on March 31, 2021.

I understand that Ground Penetrating Radar Services, LLC, (GPRS) acquired Master Locators. Attached is a copy of our contract. If our contract is to continue, the State must approve the contract assignment by completing a written assignment to change the contract to GPRS. Before we complete the assignment, we require the following:

1. A letter for an authorized individual from Ground Penetrating Radar Services, LLC stating that GPRS is willing to provide private locating services and fully comply with the terms and conditions of our current contract between the State of New Hampshire and Master Locators, Inc. that was approved by New Hampshire Governor and Council on March 29, 2019.
2. Proof from the New Hampshire Secretary of State, that GPRS, LLC is in good standing with the State of New Hampshire.
3. A current insurance certificate from GPRS that reflects coverage in the amounts as described in section 14 of the standard terms and conditions of our contract. The certificate must list the State of New Hampshire, Department of Administrative Services, Charles Arlinghaus or designee, 25 Capitol Street, Room 120, Concord, NH 03301 as certificate holder.
4. List of contact personnel for scheduled and emergency locating services.

In addition we had some work completed by GPRS on August 30, 2019. Attached is a copy of the invoice. We cannot pay this invoice because we do not have a contract with GPRS. In addition, the invoice does not comply with the rate structure as established in our contract. Please make the required modifications so that we can pay the invoice.

Please feel free to contact me at (603) 271-6899.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Connor". The signature is written in a cursive style with a large, looping initial "M".

Michael P. Connor

NH Department of Administrative Services



September 11, 2019

Michael Connor  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, NH 03301

Mr. Connor,

This letter is in regard to the contract between the State of New Hampshire's Department of Administrative Services and Master Locators, Inc. The contract was approved on March 27, 2019 and has a term of April 1, 2019 through March 31, 2021.

Master Locators, Inc. was acquired by Ground Penetrating Radar Systems, LLC. on August 1, 2019. Let this letter serve as notification that GPRS is willing to provide locating services and fully comply with the terms and conditions of the existing contract between New Hampshire and Master Locators.

We look forward to further building our relationship with the State of New Hampshire.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad R. Fischer". The signature is written in a cursive style.

Chad Fischer  
Chief Operating Officer

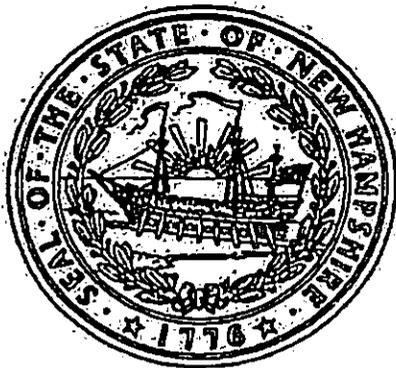
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GROUND PENETRATING RADAR SYSTEMS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 13, 2019. 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: 827220

Certificate Number : 0004592460



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2019.

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)  
8/15/2019

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 Hyant - Toledo 811 Madison Ave. Toledo OH 43604	CONTACT NAME:		
	PHONE (A/C No., Ext): 419-255-1020	FAX (A/C No.): 419-255-7657	
	E-MAIL ADDRESS: toledo_hmk@hyant.com		
INSURED Ground Penetrating Radar Systems, LLC 5217 Monroe St., Suite A Toledo OH 43623	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Co		20484
	INSURER B: Continental Casualty Company		20443
	INSURER C: National Fire Ins Co Hartford		20478
	INSURER D: Lloyds of London		
	INSURER E: Continental Insurance Company		35289
INSURER F:			

COVERAGES      CERTIFICATE NUMBER: 984296526      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	ADOCURR INSD	WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	8057383757	5/2/2019	5/2/2020	EACH OCCURRENCE - \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & AOV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OH & WA Stop Gap \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded. Comp & Coll \$ 1,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	8057383743	5/2/2019	5/2/2020	EACH OCCURRENCE - \$10,000,000 AGGREGATE \$10,000,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded. <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	8057383709	5/2/2019	5/2/2020	EACH OCCURRENCE - \$10,000,000 AGGREGATE \$10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y	N/A	WC857383712 All States/except CA WC857383726 - CA	5/2/2019 5/2/2019	5/2/2020 5/2/2020	<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
D	<input checked="" type="checkbox"/> Professional/Pollution <input checked="" type="checkbox"/> Crime - Employee Theft and 3rd Party			CPP0000156 8057383787	5/2/2019 6/3/2019	5/2/2020 6/2/2020	Prof. Each Claim/Agg \$5,000,000 Poll. Each Claim/Agg \$5,000,000 Crime \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional/Pollution Coverage - Pioneer Underwriters is Lloyd's Syndicate number 1080. That Syndicate has an NAIC Alien Insurer ID # of AA-1120181 which cannot be entered as an NAIC. Pioneer is the MGA and they issue on Lloyd's Paper which is A Best Rated  
PROFESSIONAL/POLLUTION COVERAGE - SELF INSURED RETENTION: \$25,000

Contractual Liability applies per policy form. Contractors Equipment - \$50,000 Limit per Item, Deductible \$1,000 - Policy #8057188127 - Continental Casualty Co. Term: 5-2-19 to 5-2-20

Certificate Holder is named as Additional Insured regarding the General Liability, Auto Liability as required per written contract, agreement or permit with the See Attached...

CERTIFICATE HOLDER:  State of New Hampshire Department of Administration Services 25 Capitol Street Room 120 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: <i>Judith K. Wilson</i>

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*State of New Hampshire*  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

September 23, 2019

Jim Bell  
Ground Penetrating Radar Systems, LLC  
5217 Monroe Street  
Toledo, OH 43623

VIA USPS and EMAIL: [Jim.Bell@gprsinc.com](mailto:Jim.Bell@gprsinc.com)

Dear Mr. Bell:

Thank you very much for providing the required information regarding the assignment of a contract between the State of New Hampshire, Department of Administrative Services and Master Locators, Inc. The contract was approved by New Hampshire Governor and Council on March 27, 2019. The contract is for two years beginning on April 1, 2019 and ending on March 31, 2021.

Attached is a copy of the assignment of our contract for private utility locating services from Master Locators, Inc., to Ground Penetrating Radar Services, LLC, (GPRS) effective today. This assignment is conditional based on the assumption that GPRS will assume full responsibility for the performance of the entire contract for the full contract term.

I look forward to working with you. Please feel free to contact me at (603) 271-3148 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Michael P. Connor".

Michael P. Connor  
NH Department of Administrative Services

Attachment



*State of New Hampshire*  
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CONSENT TO ASSIGNMENT

The N.H. Department of Administrative Services ("State") hereby conditionally consents to Master Locator Inc.'s assignment of their contract with the State of New Hampshire for private utility locating services to Ground Penetrating Radar Services, LLC, (GPRS).

This consent to assignment is conditioned upon GPRS, assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract for the full term of the contract.

Subject to the conditions contained herein, this contract assignment shall be effective September 23, 2019.

By: 

Name: Michael P. Connor

Title: Administrator, Department of Administrative Services

Date: 9/23/19



Charles Arlinghaus, Commissioner of Administrative Services