The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

MAR 18 '21 PM 1:26 RC

Jam

38

March 2, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (DES) to **RETROACTIVELY** amend a contract (PO #1073832) with the St. Mary's University of Minnesota – Geospatial Services (SMUMN), (Vendor Code #317669-B001), Winona, Minnesota, by amending schedule dates in Exhibit B and C and extending the completion date to June 30, 2021, from December 31, 2020, upon Governor and Council approval. No additional funding is involved in this amendment request. The original agreement was approved by G&C on May 6, 2020 Item #117. 100% General Funds.

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment to the original agreement in order to provide SMUMN additional time to complete the agreed upon scope of services. The time extension is requested because of additional mapping updates needed, unplanned changes to federal mapping guidance, and the extensive verification process. The request is **retroactive** due to the lead mapping contact for this contract was impacted by extended medical leave and was not able to respond to requests or meet deadlines. In addition, the United States Fish and Wildlife Service (USFWS) developed new mapping guidance that required several meetings to be held with SMUMN, DU and DES to reach an agreement on the new approach based on this new guidance. Accordingly, the map verification services to be provided could not be completed in time as specified in the original contract. To date, $39,510 of the original grant award of $49,910 has been spent.

This amendment has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

Robert R. Scott, Commissioner

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Agreement for Services with Saint Mary's University of Minnesota – Geospatial Services
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 9th day of February, 2021, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Saint Mary's University of Minnesota – Geospatial Services (hereinafter referred to as "SMUMN"), acting by and through its Executive Vice President and CFO, Benjamin Murray (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on May 6, 2020, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain 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 as follows:

   (A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from December 31, 2020 to June 30, 2021.

   (B) The Due Date as set forth in Exhibit B, Scope of Services, Deliverables section and in Exhibit C, Budget and Payment Schedule, Schedule section for Work Log shall be changed from November 31, 2020 to June 11, 2021.

   (C) The Due Date as set forth in Exhibit B, Scope of Services, Deliverables section for All suggested edits (LLWW, NWI) shall be changed from November 31, 2020 to April 9, 2021.

   (D) The Due Date as set forth in Exhibit B, Scope of Services, Deliverables section and in Exhibit C, Budget and Payment Schedule, Schedule section for the Final Report shall be changed from December 31, 2020 to June 11, 2021.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials BSM
Date: 02/10/2021

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Saint Mary's University of Minnesota

By _____
Benjamin Murray, Executive Vice President and CFO

STATE OF MINNESOTA
COUNTY OF WINONA

On this the tenth day of February, 2021, before the undersigned officer, personally appeared Ben Murray, Chief Financial Officer who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

_____

My Commission Expires: 1/31/24

CYNTHIA OSTREM
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2024

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____
Robert R. Scott, Commissioner

Approved by Attorney General this 10th day of March, 2021

OFFICE OF ATTORNEY GENERAL

By _____

Grantee Initials BSM
Date: 02/10/2021

Saint Mary's University of Minnesota
Board of Trustees
Resolution

Be It Resolved that Rev. James P. Burns, IVD, Ph.D., Benjamin Murray, Assistant Treasurer, or any of them, be and they are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this corporation, to request, receive, and endorse for transfer distributions from an IRA, retirement plan, life insurance policy, trust, or other financial vehicle pursuant to which this corporation is a beneficiary and to request and receive any information pertaining to said financial vehicle at any time.

Be It Further Resolved that Rev. James P. Burns, IVD, Ph.D., Benjamin Murray, Assistant Treasurer, or any of them, be and hereby are authorized, to open and close corporate bank accounts, to sign checks, drafts, instruments, bills of exchange, acceptances and/or other orders for the payment of money from Saint Mary's University of Minnesota from its corporate accounts, to endorse checks, instruments, evidences of indebtedness and orders payable, owned or held by Saint Mary's University of Minnesota, and to otherwise handle banking activities on behalf of Saint Mary's University of Minnesota.

Be It Further Resolved that Rev. James P. Burns, IVD, Ph.D., Benjamin Murray, Assistant Treasurer, and/or any vice president of Saint Mary's University of Minnesota, be and hereby are authorized, to sign agreements, contracts, and other documents binding Saint Mary's University of Minnesota.

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Board of Trustees of Saint Mary's University of Minnesota, at a duly authorized meeting held on the 4thth day of October 2018, as shown by the minutes of said meeting in my possession.

Ann E. Merchlewitz

Ann E. Merchlewitz
Asst. Secretary, Board of Trustees

Date: 2-17-21

Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	SAINT MARY'S UNIVERSITY OF MINNESOTA
Date Filed:	05/23/1928
File Number:	1063-NP
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota
This certificate has been issued on:	02/17/2021

Steve Simon

Steve Simon
Secretary of State
State of Minnesota

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Artex Risk Solutions, Inc. (CB)
2850 Golf Road, 5th Floor
Rolling Meadows IL 60008-4050

CONTACT NAME: Christian Brothers Services
PHONE (A/C, No, Ext): 800-807-0300 FAX (A/C, No): 630-378-2508
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers Assoc Ins Co	12262
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBRO-14
Brothers of the Christian Schools & Affiliates
Loc #1002014 SAINT MARY'S UNIVERSITY OF MINNESOTA
1205 Windham Parkway
Romeoville IL 60446-1679

COVERAGES **CERTIFICATE NUMBER:** 977253845 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			822000 0998922	6/15/2020	6/15/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
PO BBox 95
Concord NH 03302

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alison Allen, CISR	
WA Group 174 Center Street P. O. Box 919 Winona MN 55987-0919	PHONE (A/C, No, Ext): (507) 452-3366	FAX (A/C, No): (507) 452-2597
	E-MAIL ADDRESS: aallen@walivebig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SFM Mutual Insurance Company	11347
INSURED Saint Marys University of Minnesota Main Campus 700 Terrace Hts Ste 8 Winona MN 55987	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 WC **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		17209.320	10/01/2020	10/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH Department of Environmental Services Wetlands Bureau
29 Hazen Drive
Concord NH 03302-0095

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The State of New Hampshire APR23'20 PM 1:13

Department of Environmental Services

Robert R. Scott, Commissioner

117

April 21, 2020

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

APPROVED G & C
DATE 6 May 2020
ITEM # 117

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with the Saint Mary's University of Minnesota, GeoSpatial Services (VC #317669-B001) Winona, Minnesota, in an amount not to exceed $49,910 to update and enhance wetland maps and data, effective upon Governor and Council approval through December 31, 2020. Funding is 100 % General Funds.

Funding is available in the account below:

	FY'20
03-44-44-442010-3815-046-500464	$49,910

Department of Environmental Services, Wetlands Administration, Consultant Services

EXPLANATION

New Hampshire's wetlands and stream systems provide important functions; including flood control, fish and wildlife habitat, water purification, water storage and recharge for both ground and surface waters. The National Wetlands Inventory (NWI) has provided wetland maps and geospatial wetland data for the United States since the mid-1970s. Most of the New Hampshire NWI maps were produced in the 1980s and require revision to improve their spatial and temporal accuracy. Accurate maps of the location and distribution of water resources are essential to sound decision making by both government and developers when rebuilding infrastructure and conserving water for a wide variety of users including business and industry.

NHDES was awarded an EPA grant in 2018 to update and enhance wetland resource data and tools, including NWI maps. NHDES entered a contract with Ducks Unlimited, Inc. (DU) to update NH's outdated NWI maps. Under the terms of the grant, NHDES is required to provide matching funds and to ensure proper accuracy assessment and field validation verification of the NWI maps and products. This contract was designed to provide both the matching funds and verification process for the EPA grant. NHDES will ensure this responsibility is met by using St. Mary's University of Minnesota (SMUM), GeoSpatial Services (GSS) to complete this Verification Project.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

SMUM - GSS will validate NWI data completed by DU in addition to the primary NWI attributes and stream polygons update wetland map data using the most current aerial imagery and recently completed LiDAR data and provide additional information on wetland functions by applying hydrogeomorphic descriptors. This verification work will complete the update of New Hampshire's NWI map data. This information will be available to the public through the UNH-based New Hampshire Geographically Referenced Analysis and Information Transfer System (GRANIT).

After publishing a Request for Proposals and qualifications, SMUM - GSS was the selected contractor (see Attachment A). As one of the primary contractors to the NWI Program, SMUM -GSS has many years of experience with aerial photographic interpretation, LiDAR data, NWI maps, wetland classification, NRCS soils data, and wetland functional assessments. SMUM - GSS is very familiar with the Federal Geographic Data Committee (FGDC) wetland mapping standards and is committed to excellence in the mapping of wetlands throughout the US, including the New England region.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

Robert R. Scott, Commissioner

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services- Wetlands Bureau		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Saint Mary's University of Minnesota – GeoSpatial Services		1.4 Contractor Address 700 Terrace Heights, Winona, Minnesota 55987	
1.5 Contractor Phone Number (507)- 457-8746	1.6 Account Number 3815-046	1.7 Completion Date 12-31-20	1.8 Price Limitation $49,910
1.9 Contracting Officer for State Agency Mary Ann Tilton		1.10 State Agency Telephone Number (603) 271-2929	
1.11 Contractor Signature Date: 04/20/2020		1.12 Name and Title of Contractor Signatory Benjamin Murray Senior VP Finance and Operations	
1.13 State Agency Signature Date: 04/20/20		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 04/21/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials BSM
Date 04/20/2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

Contractor Initials ASW
Date 04/20/20

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

Contractor Initials BSW
Date 04/1-2020

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials BSL

Date 04/26/2020

EXHIBIT A

SPECIAL PROVISIONS

This section is intentionally left blank.

EXHIBIT B

SCOPE OF SERVICES

Desktop Review and Field Verification of Draft updates to National Wetland Inventory (NWI) Map Data

SCOPE OF WORK

This contract ("contract") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and GeoSpatial Services of Saint Mary's University of Minnesota (hereinafter "GSS"), for the purpose of undertaking a project to provide desktop review of draft NWI update maps produced by Ducks Unlimited (DU) for the State of New Hampshire and to provide field validation of select sites. The project approach is described in the proposal submitted by GSS *(Technical Approach for Desktop Review and Field Verification of Draft Updates to National Wetland Inventory (NWI) Map Data* dated April 9, 2020) and outlined in the following tasks.

1) Digitally review and verify updated draft DU NWI wetlands locations and boundaries, classifications, and data of updated NWI polygons and classification. GSS will host an initial project web meeting with DES to review procedures and to coordinate with appropriate stakeholders (DU staff, DES, and NWI coordinator).
2) Digitally verify draft DU map NWI+ data assignments: (Year 1, 2a, and 2b areas plus coastal zone towns a small area of 17 towns within "completed NWI area). *Refer to RFP for map of areas.*
3) Digital map data and narrative report showing identification of needed corrections to Stream polygon locations and boundaries (entire state).
4) Recommendations for field verification sampling points with a summary narrative report of the results of analyst with spatial data, locations and the basis for the field verification points.
5) Report using ArcGIS spatial data, narrative, and photos, showing the results of field verification work where needed corrections adjustments to maps, classifications, stream polygons.
6) Work log, noting date and time of work conducted, hours worked, identification of work down.
7) Final report documenting the overall results of the Verification Project.

DELIVERABLES

GSS shall provide a digital geospatial database of proposed field sites, geotagged field photos, suggested edits to digital NWI+ data. All data will be delivered in a file geodatabase v. 10.x Albers Equal Area Conic Projection, NAD83, meters (FWS NWI Standard) and NH State Plane NAD83.

Interim deliverables will include field site locations, communications and coordination with DU staff, suggested edits to NWI codes, LLWW codes, and boundary changes (including streams) through a

Contractors Initials
Date: 4/21/2020.

web-mapping site shared with DU and DES.

Schedule	Completed By:
Kickoff Meeting & Workshop (web-based)	May, 15 2020
Field Site Visit Locations for Field Trip 1	June 15, 2020
Field Trip 1 (*one week fieldwork trip w/one GSS staff member and Collis Adams, GSS will coordinate with DES and DU on exact schedule*)	July 31, 2020
Field Verification Results (Trip 1)	August 15, 2030
Field Site Visit Locations for Field Trip 2	August 31, 2020
Field Trip 2 (*two week field trip conducted by Collis Adams*)	September 30, 2020
Field Verification Results (shared ongoing)	October 30, 2020
Work Log	November 31, 2020
All Suggested Edits (streams, LLWW, NWI)	November 31, 2020
Final Report	December 31, 2020

EXHIBIT C

BUDGET AND PAYMENT SCHEDULE

GSS shall submit requests for payment after completing each milestone described below. Upon receipt and approval by DES of the invoices, DES shall issue payment to GSS in accordance with the following:

Task / Progress	Budget	Schedule
Digital Review of NWI Data	$12,800	May 15 – Nov. 31, 2020
Digital Review of NWI+ Attributes (entire state)	$4,300	Nov. 31, 2020
Digital Verification of Draft DU Stream Polygons Locations and Boundaries (entire state)	$3,350	May 15 – Nov. 31, 2020
Selection of Field Verification Sampling Points (in coordination with DU staff) (trips 1 & 2)	$3,300	June 15& Aug 31, 2020
Field Verification & Results (trip 1- one week duration, trip 2 - two week duration)	$18,660	August 15 & Oct. 30, 2020
Work Log	$500	Nov. 31, 2020
Final Report	$3,900	Dec. 31, 2020
TOTAL CONTRACT AMOUNT	$49,910	

Total amount to be authorized following approval by the Governor and Executive Council **$49,910**

Payments shall be made by DES to GSS (Saint Mary's University of Minnesota) upon approval of stated progress and verification of the value of completed work through submittal of invoices for services rendered. DES will pay DU within 30 days of receiving the invoice.

Contractors Initials AK
Date: 4/21/2020

NOTE: GSS will invoice for desktop review, kick-off meeting, preliminary work towards selecting field sites, initial fieldwork costs before June 30, 2020 for a total of $12,000. All remaining work and deliverables will be invoiced after June 30, 2020 with the remaining balance of $37,910.

The payments listed above are inclusive of project labor and expenses. Invoices shall identify completion of services.

The billing address shall be as follows:
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Mary Ann Tilton, Wetlands Bureau

Invoices shall be approved by the DES Contract Officer before payment is processed.

Contractors Initials
Date: 4/21/2020

Saint Mary's University of Minnesota
Corporate Resolution

Be It Resolved that, effective July 9, 2018, Reverend James Burns, President, Benjamin Murray, Assistant Treasurer, or any of them, be and they are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this corporation, to request, receive, and endorse for transfer distributions from an IRA, retirement plan, life insurance policy, trust, or other financial vehicle pursuant to which this corporation is a beneficiary and to request and receive any information pertaining to said financial vehicle at any time.

Be It Further Resolved that Reverend James Burns, President, Benjamin Murray, Assistant Treasurer, or any of them, be and hereby are authorized, to open and close corporate bank accounts, to sign checks, drafts, instruments, bills of exchange, acceptances and/or other orders for the payment of money from Saint Mary's University of Minnesota from its corporate accounts, to endorse checks, instruments, evidences of indebtedness and orders payable, owned or held by Saint Mary's University of Minnesota, and to otherwise handle banking activities on behalf of Saint Mary's University of Minnesota.

Be It Further Resolved that Reverend James Burns, President, Benjamin Murray, Assistant Treasurer, and/or any vice president of Saint Mary's University of Minnesota, be and hereby are authorized, to sign agreements, contracts, and other documents binding Saint Mary's University of Minnesota.

I, Ann Merchlewitz, Assistant Secretary of Saint Mary's University of Minnesota, a Minnesota nonprofit corporation, hereby certify that the foregoing is a true copy of the resolution duly adopted by its Board of Trustees on May 11, 2018.

Dated: April 20, 2020

Ann E. Merchlewitz
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Artex Risk Solutions, Inc. (CB)
2850 Golf Road, 5th Floor
Rolling Meadows IL 60008-4050

CONTACT NAME: Christian Brothers Services
PHONE (A/C, No, Ext): 800-807-0300 FAX (A/C, No): 630-378-2608
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pennsylvania Manufacturers Assoc Ins Co	12202
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Brothers of the Christian Schools & Affiliates
Loc #1002014 SAINT MARY'S UNIVERSITY OF MINNESOTA
1205 Windham Parkway
Romeoville IL 60446-1679

CHSBRO-14

COVERAGES CERTIFICATE NUMBER: 1213060330 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			621000 0000022	9/15/2019	9/15/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
PO BBox 95
Concord NH 03302

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WA Group
174 Center Street
P. O. Box 919
Winona MN 55987-0919

CONTACT NAME: Brenda Hoven
PHONE (AC, No, Ext): (507) 452-3360 FAX (AC, No): (507) 452-2997
E-MAIL ADDRESS: bhoven@wagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SFM Mutual Ins Co	11347
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Saint Mary's University of Minnesota
700 Terrace Heights, Ste. 8
Winona MN 55987

COVERAGES CERTIFICATE NUMBER: 18/20 WC 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		017209.319	10/01/2019	10/01/2020	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH Department of Environmental Services
P.O. Box 95
Concord NH 03302-0095

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Business Record Details »

Minnesota Business Name
SAINT MARY'S UNIVERSITY OF MINNESOTA

Business Type
Nonprofit Corporation (Domestic)

File Number
1063-NP

Filing Date
05/23/1928

Renewal Due Date
12/31/2020

Number of Shares
NONE

President
Father James P Burns
700 Terrace Heights, #30
Winona, MN 55987
USA

MN Statute
317A

Home Jurisdiction
Minnesota

Status
Active / In Good Standing

Registered Office Address
700 Terrace Heights
Winona, MN 55987
USA

Registered Agent(s)
(Optional) Currently No Agent

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	05/23/1928	Original Filing - Nonprofit Corporation (Domestic)	

	Filing Date	Filing	Effective Date
☐	05/23/1928	Nonprofit Corporation (Domestic) Business Name (Business Name: St. Marys College)	
☐	06/17/1943	Nonprofit Corporation (Domestic) Duration	
☐	08/17/1964	Amendment - Nonprofit Corporation (Domestic)	
☐	01/21/1970	Amendment - Nonprofit Corporation (Domestic)	
☐	07/24/1991	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
☐	12/14/1994	Merger - Nonprofit Corporation (Domestic)	
☐	04/10/1995	Nonprofit Corporation (Domestic) Business Name (Business Name: SAINT MARY'S UNIVERSITY OF MINNESOTA)	
	04/10/1995	Nonprofit Corporation (Domestic) Restated Articles	

© 2020 Office of the Minnesota Secretary of State - Terms & Conditions

Subscribe for email updates!

Attachment A

DEPARTMENT OF ENVIRONMENTAL SERVICES
Request for Qualifications and Request for Proposals
for the
Desktop Review and Field Verification of Draft Updates to
National Wetland Inventory (NWI) Map Data
RFP Wetland # 2020-11

Proposals and Scores

Candidates	Clarity of Proposal (Max Score 15)	Qualifications & Experience (Max Score 35)	Technical Expertise (Max Score 30)	Price Proposal (Max Score 20)	Composite Score (Max Score 100)
SWCA Environmental Consultants	14	31	28	5	78
Normandeau Associates, Inc.	13	30	28	10	81
FB Environmental Associates	12	25	23	10	70
St, Mary's University of Minnesota	15	31	30	20	96
Dubois & King, Inc.	14	31	30	5	80
GZA –Geo-Environmental, Inc.	12	30	25	10	77

Evaluation Committee List

Interview panel	Position	Years of experience
Mary Ann Tilton	Assistant Wetlands Bureau Administrator	30 years
Lori Sommer	Mitigation Coordinator	30 years
Craig Rennie	Inland Wetland Supervisor	23 years