



January 6, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development, to enter into a **retroactive** amendment with an existing contract with Arnett Development Group, LLC (VC#171299), Concord, NH, for continued technical assistance and capacity building support by extending the completion date from December 31, 2022 up to February 28, 2023, with no change to the price limitation, effective retroactive to December 31, 2022 upon Governor and Executive Council approval. The original contract was approved by Governor and Council on October 27, 2021, Item #76, and amended on July 27, 2022, Item #56. **100 % Federal Funds.**

EXPLANATION

This amendment is **retroactive** to continue to provide specialized technical assistance and capacity building support to communities who were awarded funds in the 2022 funding cycle of New Hampshire's Northern Borders Regional Commission's (NBRC) and those seeking 2023 funding.

The request for an extension will allow for continuity of services, while BEA finalizes its current RFP process for a new vendor. The timeline for completion of the RFP is the middle of January, subsequently allowing time to complete the process and allow for continued services during this time.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'T. Caswell'.

Taylor Caswell
Commissioner

AMENDMENT – 2nd Amendment
Northern Border Regional Commission Capacity Building Services

This agreement (hereinafter called the “Amendment 2”) dated December 30, 2022, by and between the State of New Hampshire Department of Business and Economic Affairs (BEA) and (hereinafter referred to as the “State”), and the ADG-Arnett Development Group LLC, 10 Fiske Road, Unit B, Concord, NH 03301, VC# 171299 (hereinafter called the “Contractor”).

WHEREAS, pursuant to an agreement (hereinafter called the “Contract”) dated October 17, 2021, approved by the Governor and Council on October 17, 2021, Item #76 and amended on July 27, 2022 “Amendment 1” Item #56, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State certain sums specified therein; and

WHEREAS: pursuant to the provisions of Exhibit B of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) **Amendment and Modification of Contract:**
The contract is hereby amended as follows:

- (A) The completion date shall be extended from December 31, 2022, to February 28, 2023 or the date of commencement of a subsequent contract from a new RFP for a new Technical Assistance/Capacity-Building contract, whichever comes first
- (B) No additional funding will be provided for this contract extension. Contractor (ADG) will continue to provide technical assistance to Northern Border Regional Commission awardees as well as prospective 2023 applicants.

2.) **Effective Date of Amendment**

This Amendment shall take effect upon the date of approval 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 2, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Contractor Approved By:

Stuart T. Arnett
Stuart T. Arnett
Managing Member and CEO
Arnett Development Group, LLC

Jan 5 2023
Date

Approved By:

Taylor Caswell
Taylor Caswell, Commissioner
Department of Business and Economic Affairs

1/6/2023
Date

Approved as to form, substance, and execution:

Stacie M. Messer
Office of the Attorney General

01/06/2023
Date

Governor and Executive Council

Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARNETT DEVELOPMENT GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 23, 2006. 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: 566268

Certificate Number: 0005796547



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State.

Certificate of Authority # 3

(Limited partnership, Limited liability professional partnership or LLC)

Limited Partnership or LLC Certification of Authority

I, STUART T. ARNETT hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of ARNETT DEVELOPMENT GROUP LLC a limited liability partnership
(Name of Partnership or LLC)
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: SEPT 21 2022
SJA

Stuart T. Arnett
ATTEST: STUART T. ARNETT, MANAGING MEMBER
(Name & Title)

and reconfirmed on December 30, 2022.

Stuart T. Arnett
12-30-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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 USAA INSURANCE AGENCY INC/PHS 65812845 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (888) 242-1430 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED ARNETT DEVELOPMENT GROUP LLC 10 FISK RD CONCORD NH 03301-6211		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident and Indemnity Company	NAIC# 22357
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	65 WEC AR9D05	03/30/2022	03/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH-Dept of Business and Economic Affairs 100 N MAIN ST 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>Susan S. Castaneda</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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

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PRODUCER USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED ARNETT DEVELOPMENT GROUP LLC 10 FISK RD CONCORD NH 03301-6211	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Sentinel Insurance Company Ltd.		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		65 SBA IN5350	08/22/2022	08/22/2023	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			65 SBA IN5350	08/22/2022	08/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			65 SBA IN5350	08/22/2022	08/22/2023	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER NH-Dept of Business and Economic Affairs 100 N MAIN ST 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>Susan S. Castaneda</i>
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JUL 13 '22 PM 1:21 RCVD

Sam

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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 28, 2022

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development, to amend an existing contract (Contract #1082921) with Arnett Development Group, LLC (VC#171299), Concord, NH, by increasing the price limitation by \$18,750 from \$168,500 to \$187,250 and extending the contract end date from September 1, 2022 to December 31, 2022 to further develop the Capacity Grant by providing additional technical assistance and assist additional applicants. The amendment is effective upon Governor and Executive Council approval through December 31, 2022. The original contract was approved by Governor and Executive Council on October 27, 2021, item #76. 100% Federal Funds

Funds for this amendment is available in FY 2023 as follows:

03-22-22-220510-26440000	FY 2023
Capacity Grant	
102-500731	\$18,750

EXPLANATION

This contract amendment will provide continued specialized technical assistance and capacity building support to communities who were awarded funds in the 2022 funding cycle of New Hampshire's Northern Borders Regional Commission's (NBRC) communities. This amendment will also provide technical assistance to those applicants who were unsuccessful in this year's cycle by providing them with additional coaching and project planning in preparation for the 2023 funding cycle, as well as identifying additional funding sources.

The amendment also allows for additional program evaluation criterion, and ways to integrate those measures into the grant application, so that project and aggregate effectiveness can be better measured.

In the event Federal funds are no longer available, State funds will not be requested for this contract.

Respectfully Submitted,

Taylor Caswell
Commissioner

100 North Main Street
Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnhi.gov nhconomy.com choosenh.com

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 21 day of June 2022, by and between the State of New Hampshire Department of Business and Economic Affairs (hereinafter referred to as the "State"), and ADG-Arnett Development Group LLC, 10 Fiske Rd, Unit B, Concord, NH 03301, VC# 171299 (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, September 30, 2021, approved by the Governor and Council on October 27, 2022, Item #76, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of Exhibit B of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from September 01, 2022, to December 31, 2022.

(B) The contract amount will increase by \$18,750, procured through Northern Borders Regional Commission (NBRC) funding, and will be used to further develop the Capacity Grant by providing additional technical assistance for awardees as well as applicants who were not successful in the 2022 grant application round. Specifically:

- Contractor (ADG) will assist BEA in additional program outreach, including the ability for interested applicants to schedule information and coaching year-round. Currently that service is only available during the March to May NBRC application period. Additional outreach will be focused to provide technical Assistance to areas and entities that are higher need but may not have in-house capacity to pursue an application.
- Contractor (ADG) will work with BEA to identify additional program evaluation criterion, and ways to integrate those measures into the grant application, so that project and aggregate effectiveness can be better measured.

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

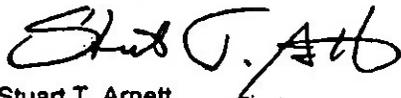
Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Contractor Approved By:



Stuart T. Arnett
Managing Member and CEO
Arnett Development Group, LLC

Approved By:



Taylor Caswell, Commissioner
Department of Business and Economic Affairs

Approved as to form, substance, and execution:

1st Stasia M. Masso

Office of the Attorney General

July 12, 2022

Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARNETT DEVELOPMENT GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 23, 2006. 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: 566268

Certificate Number: 0005796547



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, STUART T. ARNETT hereby certify that I am the sole Partner, Member or
(Name) ARNETT DEVELOPMENT
Manager and the sole officer of GROUP LLC a limited liability partnership
(Name of Partnership or LLC)
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: June 27 2012

ATTEST: Stuart T. Arnett
(Name & Title)

Managing Member
& CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2022

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 USAA INSURANCE AGENCY INC/PHS 65812845 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (888) 242-1430		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED ARNETT DEVELOPMENT GROUP LLC 10 FISK RD CONCORD NH 03301-6211		INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Accident and Indemnity Company		NAIC# 22357	
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65 WEC AR9D05	03/30/2022	03/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER
 For Informational Purposes
 10 FISK RD
 CONCORD NH 03301-6211
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

Susan D. Castaneda

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JK
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OCT 12 '21 AM 11:47 RCUR



October 4, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development (DED) to enter into a contract with ADG-Arnett Development Group LLC (VC# 171299), Concord, NH in the amount of \$168,500 to provide specialized capacity building support to communities aimed at identifying potential projects and funding sources that will improve the economic opportunities in New Hampshire's Northern Borders Regional Commission's (NBRC) communities, in compliance with a grant awarded by the NBRC upon Governor and Executive Council approval though September 1, 2022. 100% Federal Funds

Funding is available as follows:

	<u>FY 2022</u>	<u>FY 2023</u>
03-22-22-220510-26440000		
NBRC Capacity Grant	\$112,334	\$56,166
102-500731 Contracts for Program Services		

EXPLANATION

This contract will provide specialized capacity building support to communities aimed at identifying potential projects and funding sources that will improve the economic opportunities in New Hampshire's Northern Borders Regional Commission's (NBRC) communities. The contractor will provide technical assistance to communities in the designated region, to formulate economic development initiatives and projects, develop re-development strategies and feasibility studies, project budgets and plans and successfully develop applications for funding to NBRC and other funding sources.

On July 16, 2021, notice of the Grant for the "Rural Economic Development Capacity Contractor" was posted on Department of Business and Economic Affairs' website RFP page as well as on the Department of Administrative Services' website. Four vendors submitted formal written proposals on or before the closing date of August 9, 2021.

A selection committee comprised of Division of Economic Development staff (Attachment B) reviewed and scored the proposals (Attachment A). ADG-Arnett Development Group LLC was subsequently recommended based on the scoring provided by a review panel. A summary of the scoring is included as Attachment C.

The Arnett Development Group LLC (ADG) has a strong background in assisting communities to identify and implement economic progress by providing smart planning and development solutions. ADG is structured around

a core team, utilizing experts in related fields to provide a range of expertise and whose work model has been successfully implemented for over 14 years for dozens of communities, many in the NBRC area. The ADG team members have over 150 years combined experience in planning and economic development.

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Caswell', written in a cursive style.

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
Division of Economic Development
Capacity Building Support 2021
Written Proposal Scoring Criteria

ATTACHMENT #A

Proposals were reviewed, evaluated and scored by the evaluation committee.
 Evaluation of proposals was based on the following criteria for each component.
 Each criterion was scored according to the degree of responsiveness present in
 the proposal being evaluated.

	Max. Points
1. EXPERIENCE AND QUALIFICATIONS OF KEY STAFF AND SUBCONTRACTORS Includes organization's experience relative to the Scope of Work outlined within the RFP.	30
2. OVERALL STRATEGY AND APPROACH, METHODOLOGY Includes work plan proposed schedule and team assigned to BEA's account (including third parties).	30
3. CREATIVITY/INNOVATION Assessment of suggested technologies, third party data sources, and overall approach to the Scope of Work outlined.	20
4. BUDGET APPROACH / COST EFFECTIVENESS Evaluation of the proposed fee and value of overall program.	20
TOTAL POINTS	100

**Department of Business and Economic Affairs
Division of Economic Development
Capacity Building Support 2021
Proposal Review Committee**

ATTACHMENT #B

Tina Kasim, Deputy Director
Division of Economic Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-0322 Tina.Kasim@livefree.nh.gov

Janel Lawton, Rural Economic Development Administrator
Division of Economic Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-6305 Janel.M.Lawton@livefree.nh.gov

**Department of Business and Economic Affairs
Division of Economic Development
Capacity Building Support 2021
Proposal Evaluation**

ATTACHMENT #C

	<u>ADG LLC</u>	<u>Cardinal Consulting</u>	<u>RND Consultants,</u>	<u>White & Burke RE Advisors</u>
Tina Kasim	86	41	58	85
Janel Lawton	89	55	50	85
Written Totals	175	96	108	170

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord NH 03301	
1.3 Contractor Name ADO- Arnett Development Group LLC		1.4 Contractor Address 10 Fisk Rd - Unit B, Concord, NH 03301	
1.5 Contractor Phone Number (603) 219-0043 (o) (603) 419-1954 (c)	1.6 Account Number 26640000	1.7 Completion Date September 1 st , 2022	1.8 Price Limitation \$168,500.00
1.9 Contracting Officer for State Agency Janel Lawton, Rural Economic Development Administrator		1.10 State Agency Telephone Number 603-545-1579	
1.11 Contractor Signature  Date: 9.30 2021		1.12 Name and Title of Contractor Signatory Stuart T. Arnett, CEO	
1.13 State Agency Signature  Date: 10/4/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
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: <i>1st Stacie M. Mason</i> On: October 8, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *STA*
 Date 9.30.2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION:

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, 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.

Department of Resources and Economic Development
Division of Economic Development

Technology Focused Market Intelligence Services

Exhibit A

There are no special or additional provisions to this contract.

Exhibit B

Scope of Work

This Contract Agreement, by and between the State of New Hampshire Department of Business and Economic Affairs, hereinafter called the "State", and ADG-Arnett Development Group LLC, hereafter referred to as "ADG", is for ADG to coordinate, manage and implement the capacity building and technical assistance service to New Hampshire's Northern Border Regional Commission (NBRC) communities.

Personnel

- ADG shall secure all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by ADG or the State, or under the State's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

Scope of Services

- Enhance the capacity of, and provide support for, local development efforts in the NBRC region.
- Promote job creation through the creation of new economic development initiatives.
- Provide technical assistance and support to potential projects that will improve the region's economic opportunities.
- Deploy predevelopment strategies such as conducting feasibility studies, developing business plans and project budget development, and assisting with planning and zoning approval. Additional assistance would include grant writing and introductions to other resources.
- Work with the State of New Hampshire and the North Country Council Program to identify sources of funding to fill the gaps, both public and private.
- Screen project proposals for eligibility to various funding sources.
- Coordinate with State and NBRC on outreach activities for overall NBRC program and for the technical assistance services available
- Assist the New Hampshire Department of Business and Economic Development in responding to requests for assistance.

Contractor Initials SNA
Date 9-30-2021

The contractor deliverables are:

- Initial briefing meeting with Rural Economic Development Administrator and additional staff and partners outlining action plan for the project
- A minimum of bi-weekly meetings with BEA Staff
- Provide a list of projects for potential funding
- Provide a technical assistance report on projects in which ADG assisted in the development
- An accounting of all staff time and expenses, on at least a quarterly basis, related to State Capacity Grant related activities.
- Final report detailing project outcomes for project participants, as well as a list of companies identified as being potential applicants and rationale for non-selection.

Exhibit C

Contract Price

Total contract shall not exceed: \$168,500.00

Term

The terms of the contract shall commence upon Governor and Executive Council approval and be completed no later than September 1, 2022.

Method of Payment

- ADG shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date, as well as respective copies of payments to outside vendors. The State shall pay ADG within 30 days of receipt and approval of invoice.
- ADG shall submit its final invoice no later than 60 days after the end of the contract term.
- All ADG invoices shall be submitted to:
accounts payable@livefree.nh.gov

Contractor Initials SJA
Date 9.30.2021

**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 ARNETT DEVELOPMENT GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 23, 2006. 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: 566268

Certificate Number: 0005450319



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September A.D. 2021.

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

William M. Gardner
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, STUART T. ARNETT, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of ARNETT DEVELOPMENT a limited liability partnership
(Name of Partnership or LLC)

GROUP LLC
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: Oct 1 2021

ATTEST: [Signature]
(Name & Title)

[Signature]

State of New Hampshire, County of Merrimack, dated this 1st day of October 2021 personally appeared Stuart T. Arnett who subscribed and swore to the above statement.

Attest: [Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

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 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 USAA INSURANCE AGENCY INC/PHS 65812848 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 (A/C, H/L, Ext):		FAX (888) 443-8112 (A/C, H/L):
	E-MAIL ADDRESS:		
INSURED ARNETT DEVELOPMENT GROUP LLC 10 FISK RD CONCORD NH 03301-6211	INSURER(S) AFFORDING COVERAGE		NAICS
	INSURER A: Sentinel Insurance Company Ltd.		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

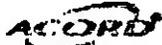
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INS LTR	TYPE OF INSURANCE	ADD. POLY	SUBR TOOL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			65 SBA IN5350	08/22/2021	08/22/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (If A, as applicable) \$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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65 SBA IN5350	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (If A, as applicable) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DID: RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		YES	N/A			PER STATUTE OTHER \$L EACH ACCIDENT \$L DISEASE - EA EMPLOYEE \$L DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			65 SBA IN5350	08/22/2021	08/22/2022	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER State of New Hampshire c/o Department of Business and Economic NH-SEA 100 N MAIN ST STE 100 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>Susan J. Castaneda</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2021

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

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PRODUCER USAA INSURANCE AGENCY INC/PHS 85312845 The Hartford Business Service Center 3500 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-8112 (A.C. No. Exp): (A.C. No.):	
	EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAME	
INSURED ARNETT DEVELOPMENT GROUP LLC 10 FISK RD CONCORD NH 03301-9211	INSURER A: Hartford Accident and Indemnity Company	22357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INS. LTR.	TYPE OF INSURANCE	ADOL. INSR.	ELIG. PROD.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP ADD
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. RETENTION \$						EACH OCCURRENCE AGGREGATE
A	PRODUCER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROFESSIONAL/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe under DESCRIPTION OF OPERATIONS below		IN A	85 WEC ACTBLY	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STRAIGHT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$100,000 EL DISEASE - EA EMPLOYEE \$100,000 EL DISEASE - POLICY LIMIT \$500,000

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

Those used to the insured's Operations.

CERTIFICATE HOLDER

State of New Hampshire
 c/o Dept of Business & Economic Affairs
 100 N MAIN ST STE 100
 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

Susan J. Castaneda

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