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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

August 31, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a sole-source contract with Norway Plains Associates, Inc. (Vendor # 267902), Rochester, NH, to survey and mark property lines on 410+/- acres in Brookfield, NH, to be acquired by the Department, effective from date of Governor and Executive Council approval through December 15, 2015. Funding is 100% Federal.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget.

03 75 75 751520-21550000 - Wildlife Program Wildlife Habitat Conservation	
	<u>FY16</u>
20-75000-21550000-305-500845 Habitat Acquisition and Management	\$48,500

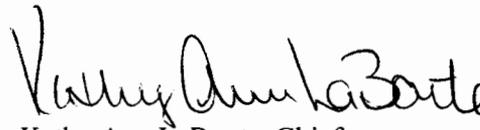
EXPLANATION

The Department is seeking authorization to enter into a sole-source contract with Norway Plains Associates, Inc. to survey and mark property lines on three parcels containing 410+/- acres in Brookfield, NH to be added to the abutting Ellis Hatch WMA.

Sole-source is being requested because the Contractor is presently doing work for the current landowner on one of the parcels to be acquired and the use of the same surveyor is saving the Department \$10,000 and ensures that the work will be done prior to the scheduled closing of December 15, 2015.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte, Chief
Business Division

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 Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Norway Plains Associates Inc.		1.4 Contractor Address 2 Continental Blvd., PO Box 249, Rochester, NH 03866	
1.5 Contractor Phone Number 603 335-3948	1.6 Account Number 020-07500-21550000-305-500845	1.7 Completion Date 12/15/2015	1.8 Price Limitation \$48,500
1.9 Contracting Officer for State Agency Glenn Normandeau		1.10 State Agency Telephone Number 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Randolph R. TETREAUULT, President	
1.13 Acknowledgement: State of NH , County of STRAFFORD On August 21, 2015 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		KAREN M. LAVOIE, Notary Public My Commission Expires May 8, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace KAREN M. LAVOIE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 9/8/15 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/11/15			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RRT
Date 8/21/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials PLA
Date 8/24/15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Scope of Services

EXHIBIT A – Survey and Documentation:

Norway Plains Associates Inc. shall provide:

A complete, closed **Rural Class (1: 5,000 unadjusted closure min.)** survey, Reference: **Lan 503.04 Classifications of Real Property Surveys** or better boundary survey, of the **Robbins property**, Brookfield, NH: **410 +/- acres in ten (10) parcels. Survey will include Tax Map 29, Lots 6 (pink on attached tax map), and 7 (blue), Map 36, Lot 1 (yellow)**, consistent with the NH Fish & Game Survey Specifications (seven of the parcels are two acres +/- parcels along Tumbledown Dick Road (green), only the road frontage of these parcels need be surveyed). All work under this contract must conform to the New Hampshire Code of Administrative Rules – Board of Licensure for Land Surveyors @ <http://www.nh.gov/jtboard/lrule.htm>.

Survey and Documentation:

A complete closed perimeter boundary survey including setting of new monuments at boundary points of obliterated or missing boundary monuments. Survey will be based on NH State Plane Coordinate system

Provide 2 hard copies of the formatted boundary plan on Mylar suitable for registry filing. Also a digital file of an acceptable format of the drawing plan in formatted sheet including the points file for all boundary corners and monuments in the drawing referenced by deed and including tie courses generated through closure in the drawing

Brushing, Blazing, Painting & Signage:

- a) All necessary materials, (i.e. paint, brushes, nails, signs, monuments) will be supplied by the New Hampshire Fish & Game Department. Unused materials are returned to the New Hampshire Fish & Game Department at completion of the project.
- b) The property line will be brushed out approximately four feet (4') horizontally, two (2') feet each side of the line and six feet (6') vertically; removing limbs, saplings, etc. so that the line is clearly visible.
- c) Blazed boundary lines are to follow as straight a line as possible on the actual magnetic bearing. Blazes are cut into the trees sapwood (as the vegetated condition permits, ie availability and diameter of trees) removing the bark. Blazes shall be generally rectangular in shape, and a minimum of 2" wide x 4" long. Blaze marking protocol: **fore & aft** blazes of online trees, $\frac{3}{4}$ **blazes** (two blazes on the same side of tree opposed @ a forty-five degree position) facing the line for trees located within two feet (2') left or right of boundary line and **side blazes** shall be used on trees between two feet (2') and four feet (4') from the line (a single blaze facing the line). **Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be re-blazed.** Blazed and painted trees should not be further than thirty feet (30') to forty feet (40') apart and be in sight of the next blaze on line (See Appendix A).
- d) Fresh trees blazes must dry a minimum of three weeks prior to painting. Orange paint provided will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in an even consistency (not washy or runny) completely covering the blaze.
- e) Witness of Boundary corners: Boundary lines and corners must be clearly visible, "heading to" and "leaving from" the corner or monument. At least two separate witness trees (when available)

Initial: *PRT*
Date: *8/24/15*

are blazed @ each corner. Each tree will have three blazes vertically aligned facing the corner with each positioned at approximately (10') ten feet either side of boundary corner and include a orange boundary corner sign (3"X 7") worded – **STATE WILDLIFE MANANAGMENT AREA CORNER** posted online facing abutting property and perpendicular of the boundary line direction (See Appendix A).

f) Orange boundary signs (3" x 10") worded – **BOUNDARY - STATE WILDLIFE MANANAGMENT AREA BEYOND THIS SIGN** is installed approximately 200' apart along all boundary lines. *Nails used to post signs on live tress shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow, but retain boundary witness sign.*

g) **Caution:** must be exercised when witnessing boundary lines where hiking/snow machine trails cross the property line. At these intersections, boundary line blazes/paint will be absent a minimum of fifty feet (50') from the trail intersection so users do not confuse the boundary line blazes for a trail blazes. Property signs are posted at trail intersections facing the abutting property. Signs are posted every 25' for a total distance of 100' left and 100' right of the intersection along the boundary where blazes and paint are omitted.

EXHIBIT B – Method of Payment:

Payments are prorated for each property as a portion of the total bid value. 50% (fifty percent) of the portion for each property will be made during the contract period. Payment will be based on review and receipt of the preliminary (draft) survey plan with corner locations to be set identified and deed research post field survey.

The remaining payment, final 50% (fifty percent) of the contract, will be made contingent upon the *complete setting of required monuments, brushing and blazing, painting, signing; filing of the boundary plat information with the county registry of deeds, receipt of stamped mylar property plan, electronic & hardcopy of field notes with ACAD LLD .DXF & .DWG file or better in State Plane coordinate base. Site work will be field inspected for acceptance, by NH Fish & Game agents upon completion of work.*

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

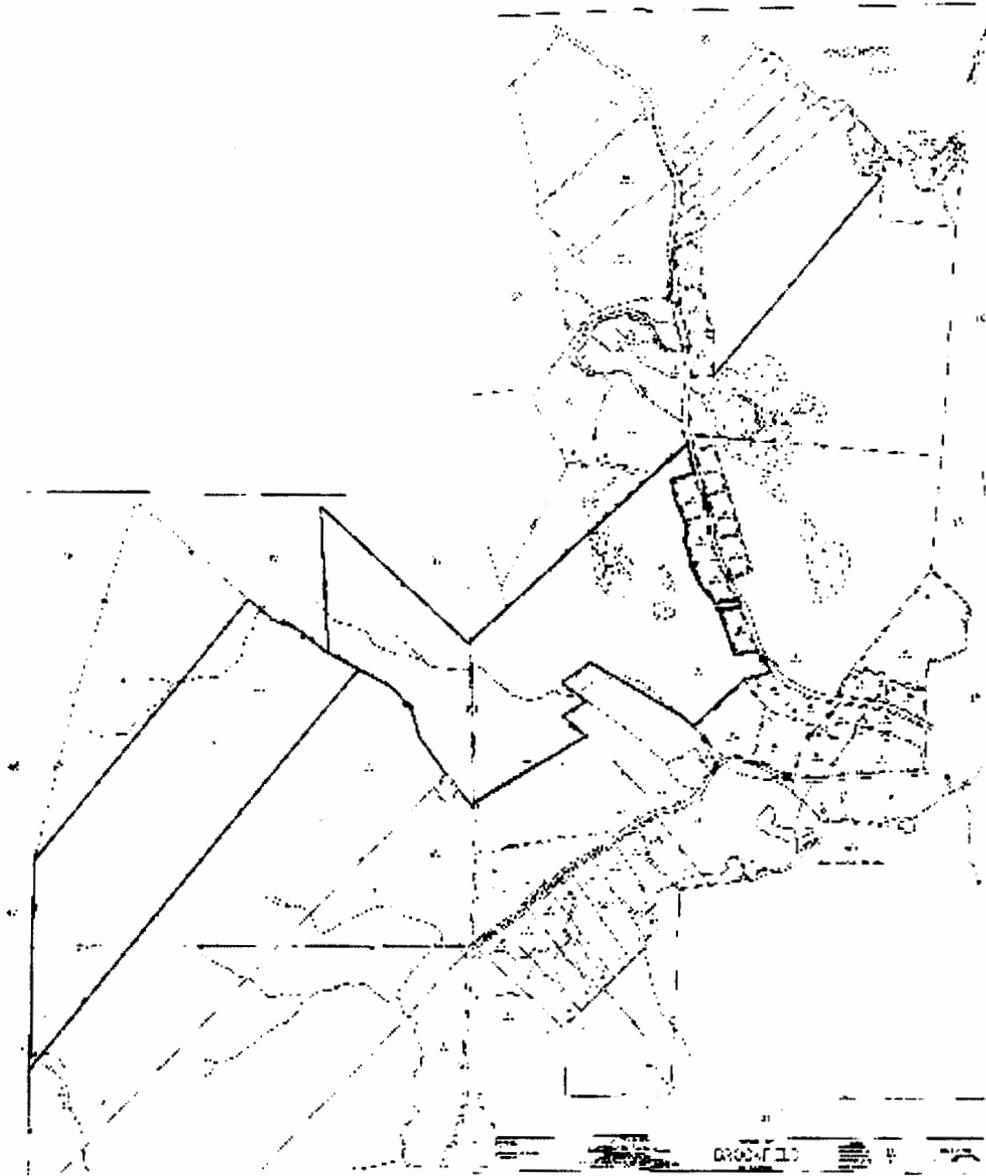
Contract is in force upon approval by Governor and Council with deadline of completion on or before December 15, 2015

EXHIBIT C – Special Provisions

None

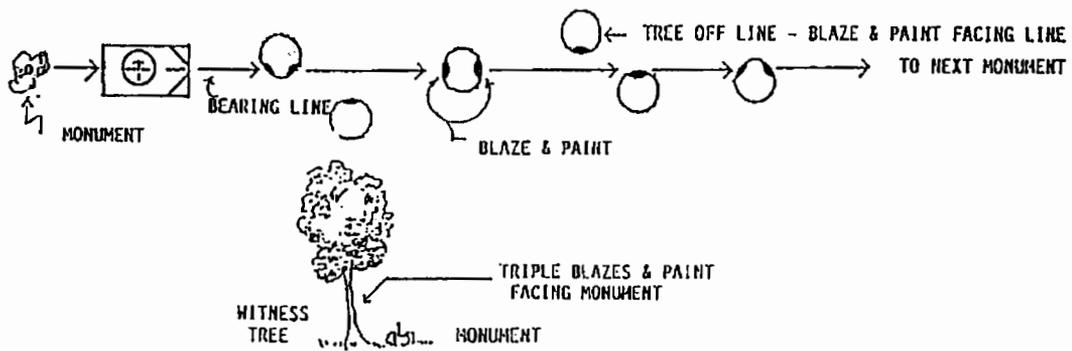
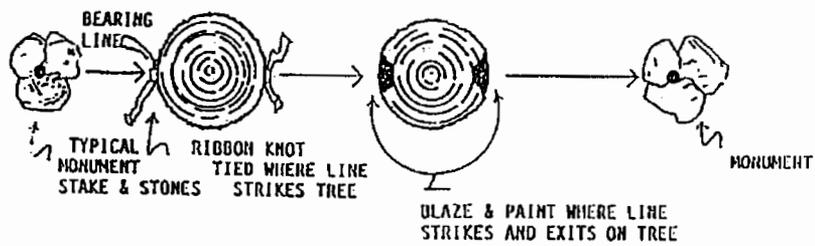
Initial: *8/21/15 / RRT*
Date: *8/21/15*

OVERALL TAX MAPS

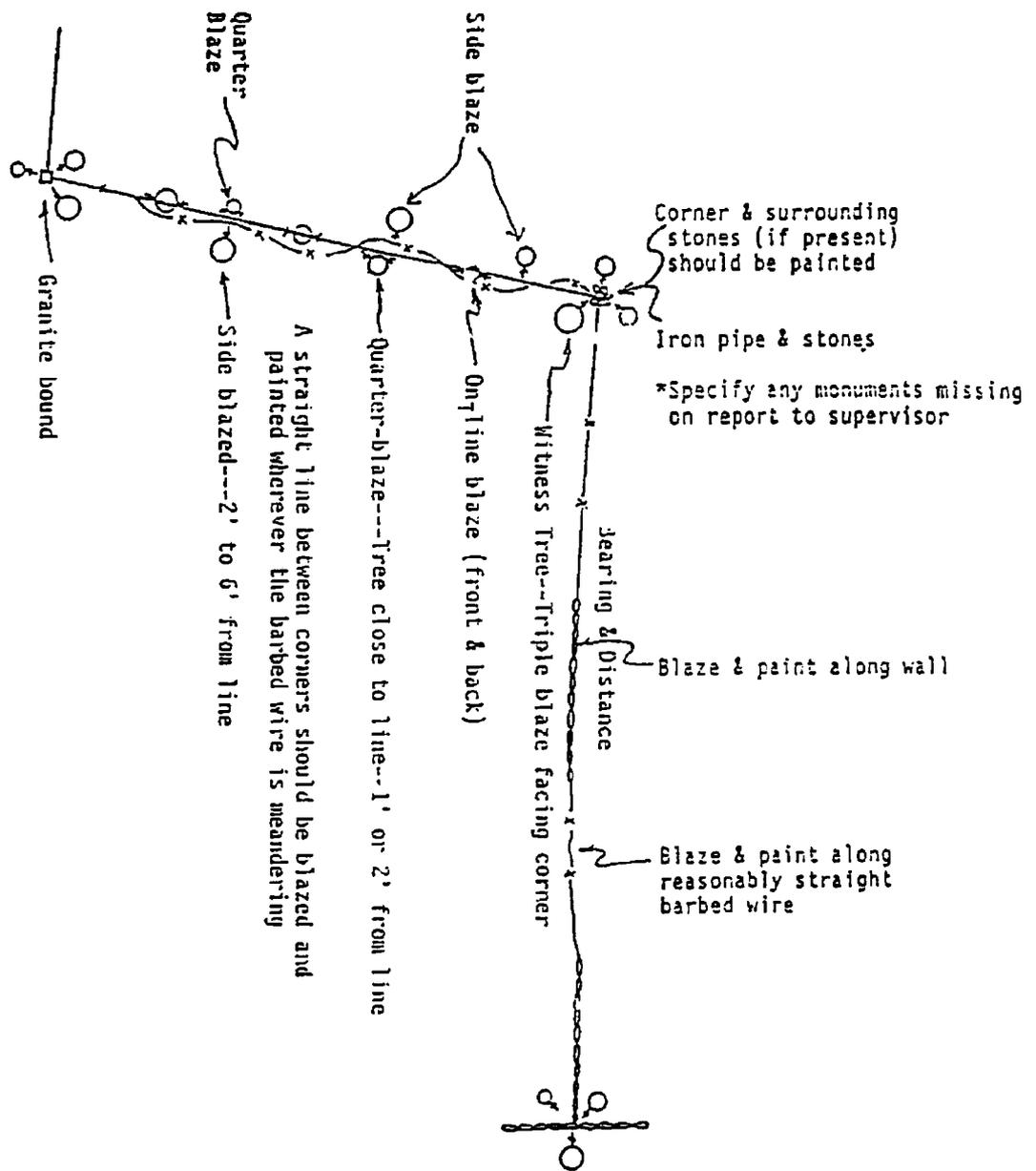


CAPITAL APPRAISAL ASSOCIATION, INC.

Initial: *RLT*
Date: *8/24/15*



Initial: *RRT*
 Date: *8/24/15*



SKETCH OF LOCATION OF BLAZES AND BLAZED AND PAINTED LINES

Initial: *RRT*
 Date: *8/4/15*



Initial: *PCT*
Date: *8/24/15*

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 NORWAY PLAINS ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 22, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of August, A.D. 2015

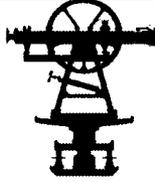
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NORWAY PLAINS ASSOCIATES, INC.

SURVEYORS • SEPTIC SYSTEM DESIGNERS • ENGINEERS • TRANSPORTATION PLANNERS

P.O. Box 249
Continental Blvd. (03867)
Rochester, NH 03866-0249
Fax (603)332-0098
Phone (603) 335-3948 / (800) 479-3948
anickless@norwayplains.com



P. O. Box 268
31 Mooney St.
Alton, NH 03809
www.norwayplains.com
Phone & Fax (603) 875-3948
rtetreault@norwayplains.com

CERTIFICATE OF VOTE

I, Scott A. Lawler, Acting Vice President of Engineering of Norway Plains Associates, Inc., certify that:

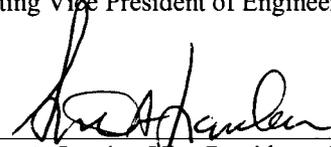
1. The following are true copies of two resolutions adopted at a meeting of the Board of Directors of Norway Plains Associates, Inc. duly held on August 20, 2015

RESOLVED that Norway Plains Associates, Inc. is authorized to enter into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that Randolph R. Tetreault, as Acting President, is authorized on behalf of Norway Plains Associates, Inc. to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

2. Randolph R. Tetreault is the duly authorized and Acting President of the Organization

IN WITNESS WHEREOF, I have hereunto set my hand as the Acting Vice President of Engineering of Norway Plains Associates, Inc., this 15th day of SEPTEMBER 2015.



Scott A. Lawler, Vice President - Engineering

State of NH, County of STRAFFORD.

On this the 1ST day of SEPTEMBER 2015, before me KAREN M. LAVOIE, the undersigned officer, personally appeared SCOTT A. LAWLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



KAREN M. LAVOIE, Notary Public
My Commission Expires May 8, 2019



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NG

DATE (MM/DD/YYYY)

08/14/2015

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 Bernier Insurance, Inc. 32 Wakefield Street PO Box 1268 Rochester, NH 03866-1268 Frederick Head	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
PRODUCER CUSTOMER ID #: NORWP-1			
INSURED Norway Plains Associates Inc & NPSA Partners P.O. Box 249 Rochester, NH 03866-0249	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : MMG Insurance Co.		15997
	INSURER B : Riverport Insurance Co.		
	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	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			BP10992210	01/28/2015	01/28/2016	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Prof Liab	\$ Excluded
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			KA10992210	01/28/2015	01/28/2016	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS				\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			KU10992210	01/28/2015	01/28/2016	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC288300644000	01/28/2015	01/28/2016	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Surveyors Office.

CERTIFICATE HOLDER**CANCELLATION**

NHFIS-1

New Hampshire Fish & Game Dept
 Attn: Richard Cook, Land Agent
 11 Hazen Drive
 Concord, NH 03301-6500

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

AUTHORIZED REPRESENTATIVE

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UNANIMOUS ASSENT OF BOARD OF DIRECTORS OF
NORWAY PLAINS ASSOCIATES, INC.

By unanimous action in lieu of annual meeting pursuant to Article III, Section 8, the Directors of Norway Plains Associates, Inc., a New Hampshire corporation, hereby assent to the following:

1. That the following officers are elected to serve for the ensuing year or until his or her successor is duly elected and is qualified, or until his or her death, or until he or she resigns or is removed in the manner set forth in the Bylaws:

Arthur H. Nickless, Jr. - President and
Secretary

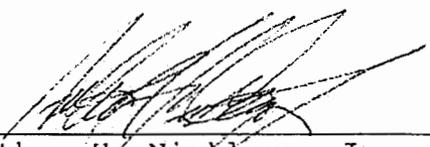
Randolph R. Tetreault - Vice President and
Treasurer

Donald B. Rhodes - Vice President/Engineering

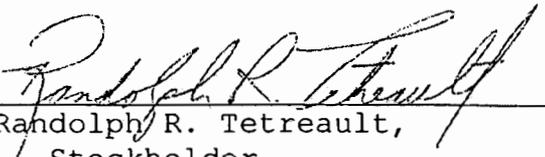
2. That we do hereby waive all statutory and bylaw requirements as to the need for formal meeting, and notice of the time, place and purpose for such meeting; and agree to those transactions pertaining to the affairs of the corporation reported in the unanimous assent of the Board of Directors dated this day.

NORWAY PLAINS ASSOCIATES, INC.

DATED: December 16, 2013



Arthur H. Nickless, Jr.,
Stockholder



Randolph R. Tetreault,
Stockholder

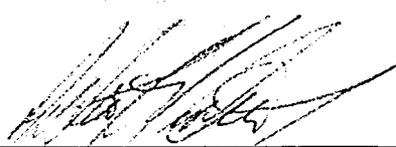
UNANIMOUS ASSENT OF STOCKHOLDERS OF
NORWAY PLAINS ASSOCIATES, INC.

By unanimous action in lieu of annual meeting pursuant to Article II, Section 11, the Stockholders of Norway Plains Associates, Inc., a New Hampshire corporation, hereby assent to the following:

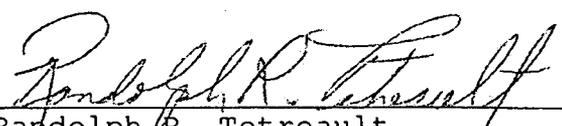
1. That Arthur H. Nickless, Jr. and Randolph ^{R.}~~B.~~ Tetreault are elected to the Board of Directors for the ensuing year.
2. That in the conduct of its business during the past year, the Directors and officers of the corporation have spent large sums of money, made contracts, bought and sold property, and performed numerous other acts, and the actions of the Directors and officers of the corporation so taken in all of these matters are approved, ratified and confirmed as of the respective dates such actions were taken.
3. That we do hereby waive all statutory and bylaw requirements as to the need for formal meeting, and notice of the time, place and purpose for such meeting; and agree to those transactions pertaining to the affairs of the corporation reported in the unanimous assent of the Stockholders dated this day.

NORWAY PLAINS ASSOCIATES, INC.

DATED: December 16, 2013



Arthur H. Nickless, Jr.,
Stockholder



Randolph R. Tetreault,
Stockholder