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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

June 11, 2013

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Fay, Spofford and Thorndike, LLC, Bedford, NH (Vendor Code #161284), in the amount of \$50,000.00 for Engineering Services for the Statewide Public Access Program from Governor and Council approval through June 30, 2015. 75% Federal Funds, 25% Fish and Game Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2014 and FY 2015, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

		<u>FY 2014</u>	<u>FY 2015</u>
03 7575 753520 21170000	Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 046 500463	Engineering Consultants	\$25,000.00	\$25,000.00

Explanation

The New Hampshire Fish and Game Department is in need of engineering services, including environmental engineering and surveying services, in support of the ongoing Statewide Public Access Program. The Department continues to promote and develop access and maintenance projects. Presently, there are 30 projects in various stages of development from conceptual evaluation, design, environmental review or construction. The Department works with individual land owners, municipalities and other state agencies to develop new sites and maintain existing sites.

The sites provide convenient and safe access to lakes, ponds, rivers and marine water bodies for use by the boating public. Maintenance of these facilities in good working condition is essential for stocking fisheries, law enforcement and promotion of a positive image to the public.

Eighteen engineering firms expressed interest in providing engineering services. Six firms submitted qualification information as prescribed. A four member selection committee short listed three firms for interviews. A four member interview team evaluated the firms and selected one firm based on qualifications. The selected firm presented billing information for review and the Department negotiated the fee structure. Fees were not negotiated with other firms.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

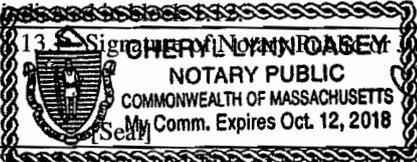
Subject: Engineering Services for Statewide Public Access Program

FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Fay, Spofford and Thorndike, LLC		1.4 Contractor Address 288 South River Road, Bldg C, Bedford, NH 03110	
1.5 Contractor Phone Number (603) 669-2000	1.6 Account Number 21170000 046 500463	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature <i>William R. Moore</i>		1.12 Name and Title of Contractor Signatory William R. Moore, PE, Sr. VP	
1.13 Acknowledgment: State of <u>Massachusetts</u> , County of <u>Middlesex</u> On <u>06/14/2013</u> , 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			
1.13 Signature of Notary Public 		1.13 Signature of Signatory <i>Cheryl Lynn Casey</i>	
1.14 State Agency Signature <i>[Signature]</i>		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: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>6/26/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 43 CFR Part 18, "New Restrictions on Lobbying."

Certification for Contracts, Grants, Loans, and Cooperative Agreements

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 43 CFR Part 18, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000, the undersigned certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

Fay, Spofford & Thorndike, LLC

NAME OF APPLICANT

William R. Moore, P.E., Sr. Vice President

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

William R. Moore
SIGNATURE

agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Engineering Services for the
Statewide Public Access Program

AWARD NUMBER AND/OR PROJECT NAME

6/14/13
DATE

EXHIBIT A

SCOPE OF SERVICES

“STATEWIDE PUBLIC ACCESS PROGRAM”

The consultant shall furnish all labor, materials, and services necessary to ensure the development of public access areas. The Consultant shall comply with all applicable state and local laws, rules and regulations.

Phase I – Preliminary Site Selection and Engineering Evaluation.

The Consultant shall provide assistance in developing alternative site selections and preparing engineering evaluations.

A. Site Selection Activities

The Consultant shall conduct site evaluations consisting of the primary choice and alternatives to determine the best location for a public access project. Supportive documents relative to the choice must be available for inspection by the New Hampshire Fish and Game Department. The Consultant may be required to defend a site selection at any public hearing relative to public access projects that are on schedule for acquisition and/or development by the New Hampshire Fish and Game Department.

B. Engineering Evaluation Activities

The Consultant shall prepare a preliminary engineering evaluation consisting of drawings and other documents illustrating scale and relationship of various project components and configurations, together with recommendations and a semi-detailed estimate of construction costs. Three (3) sets of these studies shall be submitted to the New Hampshire Fish and Game Department, Facilities and Lands Division, for review and comment. Work in Phase II & III is contingent upon results from the preliminary engineering evaluation.

C. Topographic Survey

The Consultant shall provide a property survey completed in accordance with Chapter 500, New Hampshire Code of Administrative Rules, and Board of Licensing for Land Surveyors.

D. Environment and Hazardous Waste

1. Environmental Reviews

The Consultant shall provide environmental reviews and documentation that are consistent with the National Environmental Policy Act procedures; Federal and

State permitting; wetland delineation techniques as outlined in the Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1; Hydric soils delineation techniques as outlined in the manual Field Indicators for Identifying Hydric Soils in New England; and, wetland classifications in accordance with the United States Fish and Wildlife Service Manual – Classification of Wetlands and Deepwater Habitats of the United States.

2. Hazardous Waste Assessment

The Consultant shall provide hazardous waste assessments in accordance with “ASTM Standard Practice for Environmental Site Assessments: Transaction Screen Process.”

Phase II – Preliminary Plans, Specifications and Estimates

The Consultant shall prepare from approved preliminary engineering evaluations, the Preliminary Plans, Specifications, and Estimates consisting of drawings and other documents, to fix and describe the size and character of the entire project as to structural integrity, mechanical and electrical systems, site development and utilities, materials and methods as may be required, together with a further detailed estimate of construction costs. Three sets of these preliminary plans, specifications, and engineering estimates shall be submitted to the New Hampshire Fish and Game Department, Facilities and Lands Division.

Phase III – Final Plans, Specifications and Estimates

The Consultant shall prepare from approved Phase II documents, working drawings and specifications, setting forth in detail the requirements for construction of the entire project.

Construction documents shall comply with all current state and local codes, laws, regulations and requirements applicable to the project.

The Consultant agrees that the construction drawings shall be of an appropriate scale, on Mylar, measuring 24 inches by 36 inches with a ½ inch border and a binder border of 1-½ inches. Drawings, which have been completed by a computer aided drafting system, shall be presented to the Department in .DXF or AutoCAD .DWG 14 format. Plan Sheet backs shall be labeled with its corresponding electronic file name. Specifications, which have been completed by a computerized word processing system, shall be presented to the Department in Microsoft Office 2003 Word or compatible format. The format and file names shall be clearly identified on the electronic media.

The Consultant shall prepare the technical specifications to utilize as closely as possible the latest Standard Specifications for Road and Bridge Construction established by the New Hampshire Department of Transportation. Specification shall be on “Bond Paper”

suitable for reproduction. In addition, an electronic file will be prepared as described above.

The Consultant shall advise the New Hampshire Fish and Game Department Public Access Project Leader and Public Works Engineer of any adjustments to previous statements of probable construction costs indicated by change in program or requirements.

The Consultant shall cooperate in the evaluation of the changes in the work with the Department Public Access Project Leader and Public Works Engineer.

Phase IV – Site Development Supervision and Project Completion

The Consultant shall be responsible for monitoring any and all phases of a project. Project observation will be provided to ensure that each site development conforms to all federal, state, and local laws and also, conforms to the agreed upon documentation of Phases II and III.

The Consultant may be required to observe a variety of work forces; including sub-contractors, construction crews, state agency construction crews, or municipal construction crews.

A project is completed when it meets with the approval of the New Hampshire Fish and Game Department "Statewide Public Access Program" Project Leader and Public Works Project Manager.

EXHIBIT B

TERMS OF PAYMENT

"STATEWIDE PUBLIC ACCESS PROGRAM"

The consultant shall receive payment for services rendered in accordance with the following schedule:

1. Contract Price – The Consultant shall be eligible to receive up to \$25,000/year for two years. The Consultant may receive the entire amount or any portion of said amount, depending on services rendered during each contract year.
2. Vouchers for Payment – The Consultant may voucher for payments for work satisfactorily completed on a monthly basis. The payment requests for services rendered shall be compiled using the rates shown on the enclosed Consultant's fee schedule.
3. Mileage will be reimbursed at the rate of \$0.565/mile and will be adjusted annually based on Federal Government rates.
4. Expenses including mail, photos, Federal Express, reproductions, etc. will be invoiced at cost.

Inflationary Clause – The cost for professional services and reimbursable direct costs may be adjusted after two years, to reflect the cost of living index.

EXHIBIT C

SPECIAL PROVISIONS: AMENDMENTS TO AGREEMENT

“STATEWIDE PUBLIC ACCESS PROGRAM”

8. EVENT OF DEFAULT: REMEDIES

Amend 8.1 to include:

- 8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- 8.1.5 Makes an assignment for the benefit of creditors, or
- 8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

The Department shall give notice in writing to the Consultant for such delay, neglect, or default. If the Consultant does not proceed in accordance with the Notice, then the Department will, upon written notification from the Project Manager of the fact for such delay, neglect or default and the Consultant’s failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Consultant. The Department may enter into and Agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in its opinion, will be required for the completion of said contract in an acceptable manner.

10. TERMINATION

Amend 10 to read:

Termination of Contract Without Fault

The Department, for any cause, including but not limited to an order of any Federal authority of petition of the Consultant due to circumstances beyond his control may, in written notice to the Consultant, with the concurrence of the Governor and Council, terminate the contract, or any portion thereof, subject to conditions a, b, c and d provided below.

Notwithstanding, anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available for Appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds, or appropriations, or a reduction of expenditure of State Funds by the Advisory Budget Control Committee, the Department may, by written Notice to the Consultant, immediately terminate this contract in whole or in part in accordance with the following conditions:

- a) When a contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed. Payment for items of work not completed at the time of termination shall be the greater of the following amounts: 1) a percentage or completion of the particular item at time of termination, or 2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.
- b) Reimbursement for organization of the work and mobilization, when not otherwise included in the contract, shall be made where the volume of work completed is too small to compensate the Consultant for these expenses under the Contract, the intent being that an equitable settlement be made with the Consultant.
- c) Acceptable materials obtained or ordered by the Consultant for work and that are not incorporated in the work shall, at the option of the Consultant, be purchased from the Consultant based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Consultant shall do everything possible to cancel unfilled orders.
- d) Termination of a contract or a portion thereof shall not relieve the Consultant of his responsibilities for the work completed.

14. INSURANCE AND BOND

Amend GENERAL PROVISION 14.1 as follows:

Amend 14.1 to read

14.1 The Consultant shall deliver at the time of execution of the Contract, certificates of insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the project, and at the request of the Department, the Consultant shall promptly make available a copy of any and all listed insurance policies. The State of New Hampshire Fish and Game Department shall be named as Certificate holder. The Consultant shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

Amend 14.1.1 to read:

14.1.1 Workers' Compensation Insurance

Limits of Liability
(Statutory under RSA Chapter 281)
\$100,000.00 per Accident

Amend 14.1.2 to read:

14.1.2 General Liability, Comprehensive form including
Premises – Operations
Completed Operations
Contractual (see Indemnification Clause)
Broad Form Property Damage
Independent Contractors (Contractors Protective)

Combined Single Limit, Bodily Injury and Property Damage

\$2,000,000.00 Per Occurrence

\$2,000,000.00 Aggregate

The Consultant shall indemnify, defend and Save harmless the State of New Hampshire and its agents and employees from and against any suit, action, or claim of loss of expenses because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said State of New Hampshire, its agents, employees or others.

Add 14.1.3: Automobile Liability, Comprehensive Form
Including coverage for all owned, non-owned and hire vehicles.

Limits of Liability

Bodily Injury: \$1,000,000.00 each person

\$1,000,000.00 each accident

Property Damage: \$500,000.00 each accident

Or

Combined Single Limits, Bodily Injury and Property Damage

\$1,500,000.00 each accident

Add 14.1.4 Professional Liability, Claims Made Form

Limits of Liability

\$1,000,000.00 Per Claim

\$1,000,000.00 Aggregate

CLAIMS AND INDEMNIFICATION:

(a) NON-PROFESSIONAL LIABILITY INDEMNIFICATION: The Consultant agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct by wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.

(b) PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance professional services covered by this AGREEMENT.

(c) These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

EXHIBIT D

FEDERAL AWARD INFORMATION AND COMPLIANCES

This contract may be funded, in part, with Federal funds through one or more grants from the Department of the Interior. Through execution of this contract, the contractor agrees to comply with the following provisions, as applicable:

1. Government-wide Debarment and Suspension (Nonprocurement)

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" as implemented through the OMB guidance in 2 CFR Part 180 and by 2 CFR Part 1400.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By signing this contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

2. Restrictions on Lobbying

This contract is subject to Section 1352, Title 31 of the U.S. Code, as implemented at 43 CFR Part 18 New Restrictions on Lobbying.

Certification Regarding Lobbying

Contractors awarded funds in excess of \$100,000, and any sub-contractors awarded funds in excess of \$100,000, shall file the declaration required by 31 U.S.C. 1352(b). Each tier certifies to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other covered award. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be made with a completed "Disclosure of Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

3. Access to Records

The contractor shall maintain all books, documents, payroll papers, accounting records and other evidence pertaining to this contract and make them available at reasonable times during the period of the contract and for three years thereafter for audit, examination, excerpts, and transcription by any authorized representatives of the State, Federal awarding agency, or the Comptroller General of the United States. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**EXHIBIT E
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM**

POSITION TITLE AND TEAM MEMBER NAME	RESPONSIBILITIES AND PERFORMANCE LEVEL	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/Hr	FOR CONSULTANT COMMITTEE USE ONLY
FAY, SPOFFORD & THORNDIKE						
Principal Engineer, Marine - Robert E. Bertolino, P.E.*	Responsible for QA/QC, Project Consultant	\$64,73	150.00%	5.00%	\$169.92	
Principal Engineer, Electrical - Greg W.P. Cascarden, P.E.*	Responsible for QA/QC, Project Consultant.	\$78.52	150.00%	5.00%	\$206.11	
Senior Engineer, Marine - Donald W. Harvie, P.E.	Responsible for waterfront and civil/site engineering design to include design of piers, pile-field floating docks, stone revetments, coastal bank protection and expansion dredging.	\$61.57	150.00%	8.00%	\$166.24	
Senior Engineer, Marine - David Anderson, P.E.	bank protection and expansion dredging.	\$49.74	150.00%	8.00%	\$134.30	
Senior Engineer, Civil - David E. McNamara P.E.*	Responsible for waterfront and civil/site engineering design to include design of piers, pile-field floating docks, stone revetments, coastal bank protection and expansion dredging.	\$49.16	150.00%	8.00%	\$132.74	
Senior Engineer, Structural - John G. Goudreau, P.E.*	Responsible for broad scope and task assignments for "Statewide Public Access Program" projects. Responsible for interpreting and applying engineering principles beyond textbook applications. Responsible for estimating manpower requirements for individual tasks.	\$48.04	150.00%	8.00%	\$129.72	
Project Manager - Kevin G. Gagne, P.E.*	Responsible for entire "Statewide Public Access Program" projects. Duties include all aspects of project management. Responsible for advanced and detailed design.	\$48.02	150.00%	8.00%	\$129.66	
Hazardous Waste Consultant - William C. Beyer, P.E.*	Responsible for hazardous waste site level 1 assessment and other assessments as required.	\$47.83	150.00%	8.00%	\$129.13	
Landscape Architect - Scott T. Ridder, L.A.	Responsible for site planning relative to landscape designs and plans. Works closely with environmental consultants - Registered Landscape Architect.	\$46.99	150.00%	8.00%	\$128.87	
Project Engineer, Civil - Jill C. McLaughlin, P.E.	Responsible for broad scope and task assignments for "Statewide Public Access Program" projects. Responsible for interpreting and applying engineering principles beyond textbook applications. Responsible for estimating manpower requirements for individual tasks.	\$45.54	150.00%	8.00%	\$122.96	
Project Engineer, Mechanical - Luba Bezverkhy	Responsible for mechanical scope and task assignments.	\$42.87	150.00%	8.00%	\$115.75	
Senior Hydraulics / Permitting Specialist - Tracey A. Turfs, P.E.*	Responsible for performing hydraulic analysis and preparing wetland permits.	\$42.85	150.00%	8.00%	\$115.69	
Project Engineer, Marine - Marc Nicolazzo	Responsible for waterfront and civil/site engineering design to include design of piers, pile-field floating docks, stone revetments, coastal bank protection and expansion dredging.	\$40.93	150.00%	8.00%	\$110.52	
Project Engineer, Electrical - Daniel L. Halahan	Responsible for electrical scope and task assignments.	\$39.43	150.00%	8.00%	\$108.47	
Engineer, Structural - David J. Melo, P.E.	Responsible for assisting with structural scope and task assignments for "Statewide Public Access Program" projects.	\$35.40	150.00%	8.00%	\$99.57	
Construction Management - Anil R. Misry	Responsible for construction oversight upon Department request.	\$32.63	150.00%	8.00%	\$88.11	
Engineer, Civil - Anil R. Misry	Responsible for broad scope and task assignments for "Statewide Public Access Program" projects including profiles, cross-sections and quantity estimating.	\$31.95	150.00%	8.00%	\$86.27	
Engineer's Assistant - Lisa C. Skoiz	Responsible for providing administrative support as necessary.	\$31.95	150.00%	8.00%	\$86.27	
Engineer, Civil - Al Vargas	Responsible for assisting with broad scope and task assignments including profiles, cross-sections and quantity estimating.	\$31.67	150.00%	8.00%	\$86.51	
Engineer, Civil - Chris Boyles E.I.T.	Responsible for assisting with broad scope and task assignments including profiles, cross-sections and quantity estimating.	\$29.18	150.00%	8.00%	\$78.78	
Haz Waste Consultant Assist. - Christopher M. Ragnell, E.I.T.	Responsible for hazardous waste site level 1 assessment and other assessments as required.	\$29.04	150.00%	8.00%	\$78.41	
Engineer, Structural - Nelson Sosa, E.I.T.	Responsible for assisting with structural scope and task assignments for "Statewide Public Access Program" projects.	\$28.93	150.00%	8.00%	\$78.11	
Assistant Engineer, Civil - Drew Brassard, E.I.T.	Responsible for broad scope and task assignments for "Statewide Public Access Program" projects including profiles, cross-sections and quantity estimating.	\$27.58	150.00%	8.00%	\$74.47	
		\$27.45	150.00%	8.00%	\$74.11	

Notes:

- * Denotes P.E. registered IN THE STATE OF N.H.
- Experience levels for position titles:
 0-2 yrs = Assistant Engineer
 2-5 yrs = Engineer
 5-10 yrs = Project Engineer
 10-20 yrs = Senior Engineer
 20+ yrs = Principal Engineer

**EXHIBIT E
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM**

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
RICHARD D. BARTLETT ASSOC						
1. Director of Surveying	1. Responsible for supervising survey team members.					
2. Mark C. Sargent	2. Senior level - 25 years experience - LLS - State of NH.	43.15	110	47.47	6	2.59
1. Project Manager	1. Responsible for metes and bounds surveys, topographical surveys and other technical tasks requested.					2.85
Daniel J. Mullen	2. Senior Level- LLS - State of NH. - 25 years Experience	32.97	110	36.27	6	1.98
1. Survey Crew (2 people)	1. Responsible for metes and bounds surveys on existing State landholdings as well as new land acquisitions. Responsible for providing topographical surveys and any other technical tasks requested by the Engineering Consulting Firm.					2.18
2a. Timothy Blanchette	2a. Survey Crew - 10 years experience.					2.99
2b. William MacDuff	2b. Survey Crew - year experience.	49.75	110	54.73	6	3.28
1. Boundary Research	1. Responsible for research of Town, County and State records for those projects involving boundary or right-of-way determinations.					1.98
2. Daniel J. Mullen	2. Senior level - 25 year experience - LLS - State of NH.	32.97	110	36.27	6	2.18
1. CADD Designer	1. Responsible for developing preliminary and final plans completely in the CADD system. Responsible for working with survey personnel to produce base plans from electronic field data.					1.49
Emily Hayes	6 years experience.	24.81	110	27.29	6	1.64

**EXHIBIT E
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM**

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
GZA GEOTECHNICAL ENGINEER	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering, including soils borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Senior level - 20 years experience and registered P.E. in State of NH.	\$52.80	175%	10%	\$159.71	
Diyed G. Laramith Principal Natural Resources Engineer	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling. 2. Senior level - 19 years experience.	\$44.46	175%	10%	\$134.48	
Dakobah Zaria Gilat Senior Natural Resources Engineer	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling. 2. Senior Level - 26 years experience and Certified Soil Scientist, Certified Wetland Scientist.	\$44.33	175%	10%	\$134.10	
James Long Project Geotechnical Engineer	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling, including soils borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Mid-Level - 7 years experience and registered P.E.	\$32.72	175%	10%	\$98.96	
Jennifer R. Biron Project Natural Resources Engineer	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling. 2. Mid-Level - 8 years experience and Certified Soil Scientist.	\$31.47	175%	10%	\$85.21	
Michelle Tarfy Field Engineer/Geologist	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering, including soils borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Mid-Level - 24 years experience	\$29.20	175%	10%	\$80.33	
Mitshel Altshokik Eric Biron Joshua Smyrl Michael Dwyoid Al Jacobsen Tina Tarf	1. Responsible for Computer Aided Drafting (CAD) for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering including soil borings and evaluations, slope stabilization analyses and pavement designs as required. 1. Drafter	\$39.06	175%	10%	\$118.17	
Calli Bergeron Administrative Assistant	1. Responsible for administrative support for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering including soil borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Administrative - 10+ years experience	\$21.83	175%	10%	\$66.02	
Telle Duke Karen Reed Martha Mitchell Rhonda Lavallee Principal	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering, including soils borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Senior Level - 30 years experience and registered P.E. in State of NH.	\$66.09	175%	10%	\$280.42	
James V. Enrico, P.E. Consultant/Reviewer Christopher Snow, P.E.	1. Responsible for hazardous materials assessments, pre-demolition assessments, groundwater modeling, geotechnical engineering, including soils borings and evaluations, slope stabilization analyses and pavement designs as required. 2. Senior Level - 28 years experience and registered P.E. in State of NH.	\$54.30	175%	10%	\$164.28	

1. Voluntary overhead cap of 175%. Actual audited overhead rate is 194.91% for FY2012.

**EXHIBIT E
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM**

POSITION TITLE (1) AND TEAM MEMBER NAME (2) NORMANDEAU ASSOCIATES	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %		FEE %		TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
1. Senior Environmental Consultant / Environmental Consultant 2. Lee Carbonneau	1. Responsible for collection of social, political, environmental and economic data necessary for the preparation of Environmental Assessments of Environmental Impact Statements as mandated by the National Environmental Policy Act. Responsible for land acquisition coordination, e.g. subdivision planning and approvals. NH Wetland Board permitting, Army Corps of Engineer permitting and wetland assessments. 2. Senior level - 8+ years experience.	37.08	197%	73.04	10%	11.01	121.13	
1. Senior Environmental Water Resource Specialist 2. Stephen Lee	1. Responsible for water resource related scope and task assignments for the "Statewide Public Boat Access Program" 2. Senior level - 8+ years experience.	32.39	197%	63.81	10%	9.62	105.82	
1. Senior Aquatic Biologist 2. Donald Mason	1. Responsible for Fisheries or RTE aquatic species related scope and task assignments for the "Statewide Public Boat Access Program" 2. Senior level - 8+ years experience.	23.47	197%	46.24	10%	6.97	76.68	
1. Senior CADD-GIS Specialist 2. Dennis Palletier	1. Responsible for environmental CADD and GIS task assignments for the "Statewide Public Boat Access Program" 2. Senior Level - 8+ years experience	26.64	197%	52.48	10%	7.91	87.03	
1. Staff Wetland Scientist III 2. William McCloy	1. Responsible for wetland resource delineation and evaluation related scope and task assignments for the "Statewide Public Boat Access Program" 2. Junior level - 4+ years experience	22.59	197%	44.49	10%	6.71	73.79	
1. Staff Wildlife Biologist II 2. Joanne Theriault	1. Responsible for wildlife and rare species resource related scope and task assignments for the "Statewide Public Boat Access Program" 2. Junior level - 2+ years experience	16.50	197%	32.50	10%	4.90	53.90	



FAY, SPOFFORD & THORNDIKE
5 Burlington Woods
Burlington, MA 01803
Toll Free: 800.835.8666
T: 781.221.1000
F: 781.229.1115
www.fstinc.com

Date: June 14, 2013

I, Thomas D. Jenkins, Assistant Secretary of Fay, Spofford & Thorndike, Inc. (Managing Member of Fay, Spofford & Thorndike, LLC) a Massachusetts corporation, and as such having custody of the corporate records, hereby certify that the following is a true copy of a vote unanimously passed at a meeting of the Board of Directors of Fay, Spofford & Thorndike, Inc., held at Burlington, Massachusetts, on March 13, 2013 at which a quorum was present.

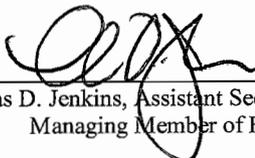
VOTED:

That the following individuals are hereby authorized and empowered for and on behalf of Fay, Spofford & Thorndike, Inc. (Managing Member of Fay, Spofford & Thorndike, LLC) to sign individually or severally, as the circumstances require, any and all contracts, agreements, or obligations between Fay, Spofford & Thorndike, LLC and any other contracting party or parties, except for obligations involving the borrowing of funds or the withdrawal of funds for corporate use from bank accounts of the company. Additionally, the named individuals are authorized to execute the following named agreement:

**Professional Civil/Environmental Engineering and Surveying Services
For the Statewide Public Access Program**

Peter J. Howe	President & Chief Executive Officer
Christopher C. Yannoni	Senior Vice President & Treasurer
Leonard V. Dzengelewski	Senior Vice President & Secretary
William J. Reed	Senior Vice President & Assistant Treasurer
Thomas D. Jenkins	Senior Vice President & Assistant Secretary
Michael A. Roache	Senior Vice President & Security Officer
Paul F. Harrington	Senior Vice President
James R. Branch	Senior Vice President
William R. Moore	Senior Vice President
Brian E. Shea	Senior Vice President
Robert E. Bertolino	Senior Vice President
Parviz Amirhor	Vice President
Richard A. Azzalina	Vice President
Dennis P. Boucher	Vice President
Brian R. Brenner	Vice President
Michael E. Carroll	Vice President
Creg W. P. Cascadden	Vice President
Stephen A. Chapman	Vice President
Paul G. Ferguson	Vice President
Victor M. Govoni	Vice President
Gary L. Hebert	Vice President
John K. Hendrickson	Vice President
Edward D. Hollingshead	Vice President
John T. Krawczyk	Vice President
S.D. Daniel Lee	Vice President
David P. Mariano	Vice President
Frederick A. Moseley	Vice President
Jeffrey R. Paul	Vice President
Michael A. Sorrentino	Vice President
James M. Taylor	Vice President
Paul G. Yannoni	Vice President
Meredith S. Zona	Vice President

I further certify that said vote is in full force and effect.



Thomas D. Jenkins, Assistant Secretary of Fay, Spofford & Thorndike, Inc.
Managing Member of Fay, Spofford & Thorndike, LLC

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 Fay, Spofford & Thorndike, LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on January 11, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

05/13/2013

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FAYS-1
INSURED Fay, Spofford & Thorndike LLC Fay, Spofford & Thorndike Inc. 288 South River Road Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Arch./Engr. Prof. Liability			DPR9702209	07/01/2012	07/01/2013	Aggregate Deduct. 1,000,000 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 RE: Statewide Public Boat Access Program

CERTIFICATE HOLDER**CANCELLATION**

STNHA-3 State of New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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