



New Hampshire Fish and Game Department

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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

February 18, 2016

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 (NHFGD) to enter into a contract with Holden Engineers & Surveyors, Inc. (VC #155489) of Bedford, NH for \$19,876.00 to conduct complete boundary survey and subdivision of the Johnson Family farm property in Grafton, New Hampshire. Agreement will be effective upon Governor and Council approval through June 15, 2016. Funding is 25% Wildlife habitat account and 75% Federal funds.

Funding for this service is available and will be expended from the Wildlife Habitat Conservation account, as follows:

03 75 75 751520-2155 Wildlife Program-Wildlife Habitat Conservation

020-07500-21550000-033-500150 Land Acquisition and Easements

FY 2016
\$19,876.00

Explanation

The New Hampshire Fish & Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). It is NHFGD's obligation to delineate and maintain in good order the boundaries of these public properties for the benefit of the public and abutting landowners. Management of WMA boundaries is commonly contracted to qualified licensed surveyors and engineers via the sealed bidding procedure. This contract will separate the residences of the grantors and define, document and formalize the boundary of the remaining approximately 289 acres of open field and upland forest as state land/wildlife management area.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

RFB F&G 2016-02
Johnson Family Farm
Bidder summary of 01-28-2016

<u>Bidder</u>	<u>Address</u>	<u>Contact</u>	<u>Bid \$</u>
DuBois & King	28 North Main Street PO Box 339 Randolph, VT 05060	Joseph R. Flynn 802-8787661 ext.7220 jflynn@dubois-king.com	\$30,000.00
CLD	Ray Critch 540 Commercial St. Manchester, NH 03101	Brian A. Vincent 802-698-0370 www.cldengineers.com	\$47,000.00
Detzel Land Services	949 Route 3A Hill, NH 03243	James R. Detzel 724-816-9290 jrdetzel@gmail.com	\$21,000.00
HEB Engineers	PO Box 440 2605 White Mtn. Hwy North Conway NH 03860	603-356-6936 www.hebengineers.com	\$41,000.00
GM2	197 Loudon Road Concord, NH 03301	Paul Delaney 603-856-7854	\$55,000.00
Horizons Engineering	34 School Street Littleton, NH 03561	Andrew Nadeau 603-444-4111 www.horizonengineering.com	\$22,500.00
Holden Engineers	9 Constitution Drive Bedford, NH 03110	Donna Holden 603-472-2078 hes@holdenengineering.com	\$19,876.00

*Note: Bid opening held January 28, 2016 @ Fish & Game Department headquarters.

Attendees – Rich Cook - *Land Agent*
Denyce Gagne - *Wildlife Habitat Technician*
Ellen Macneil – *Administrative Assistant*
Brian Lemire – *Habitat Forester*

cc: Rich Cook, Denyce Gagne, Ellen McNeil, file

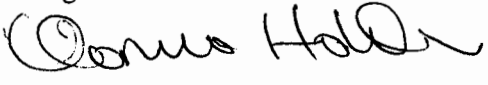
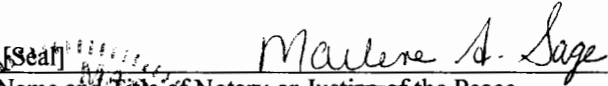
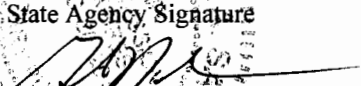
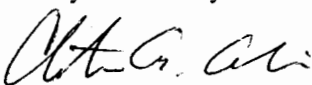
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Holden Engineering and Surveying, Inc.		1.4 Contractor Address 9 Constitution Drive, Bedford, NH 03301	
1.5 Contractor Phone Number 603-444-6085	1.6 Account Number 2155000-033-500150	1.7 Completion Date June 15, 2016	1.8 Price Limitation \$19,876.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-0788 or 603-419-0194	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna Holden, President	
1.13 Acknowledgement: State of NEW HAMPSHIRE , County of HILLSBOROUGH On MARCH 3, 2016 , 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 			
1.13.2 Name and Title of Notary or Justice of the Peace MARLENE A. SAGE, NOTARY PUBLIC			
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: 3/8/16 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/9/16			
1.18 Approval by the Governor and Executive Council (if applicable)			

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
Date

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Exhibit A
Scope of Work

1. 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>. Work will consist of a complete deed background research and documentation of the subject property, a complete boundary perimeter survey, NH State Plane Coordinate system, Classification “U” with precision measurement unadjusted linear closure of 1:10,000 (ref. 503.04 - Table 500.1 Survey Classification, Precision and Accuracy). Included is the subdivision two (2) lots depicted on the aerial diagram at the end of the Scope of work section. Thus creating three individual lots requiring five (5) survey plans, plan of original lot, subdivision plan, and single plan three individual lots. Along with setting as needed missing monumentation of original lot and new monuments created by result of subdivision, brushing out, blaze, painting of all Fish & Game boundary line based on the standards described in paragraph three (#3).
2. Brushing, Blazing & Painting:
 - a) All necessary materials, i.e. paint, brushes, will be supplied by the New Hampshire Fish and Game Department. Upon completion of the project, unused materials are returned to New Hampshire Fish & Game Department.
 - b) The property line shall be brushed out approximately five feet (5’) horizontally, two and one half (2 ½’) feet each side of the line and six feet (6’) vertically removing brush, limbs, saplings, etc. so that the line is clearly visible.
 - c) Blazing of boundary lines are to follow as straight a line as possible. Blazes are cut into the sapwood removing the bark. Blazes shall be generally rectangular in shape, and a minimum of 2” wide x 4” long. Blaze protocol: Fore and aft, blazes of on line trees, trees standing within two feet (2’) to the left or right of the line will be marked with ¾ blazes which are two blazes side by side facing the line. Side blazes shall be used on trees between two feet (2’) and four feet (4’) from the line and is a single blaze facing the line. Blazed and painted trees should not be further than thirty feet (30’) to forty feet (40’) apart.
 - d) Upon completion of brushing out and blazing of boundary lines, tree blazes will be permitted to dry a minimum of three weeks prior to painting blazes on boundary line. Orange paint will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in a thick consistency (not washy) completely covering the blaze.
 - e) Witness of Boundary corners: three separate witness trees will establish each corner. Each tree will have three blazes vertically aligned facing the corner. Boundary lines and corners must be clearly visible, at each corner intersecting boundary lines “heading to” and “leaving from” each corner monument. At approximately (10’) ten feet either side of boundary intersection/property corner signs are installed facing abutting property and perpendicular of the boundary line direction.
 - f) Caution must be exercised when witnessing boundary lines that cross hiking/snow mobile trails at the property line. At these intersections, blazing/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 witness.

Contractor initials

Date

[Handwritten initials]
[Handwritten date: 5/15/16]

4. Documentation:

a) Survey plans – contractor will provide one paper hard copy of each plan (5) total of five and two mylar plans for each survey plan (10) total of ten plans on formatted plan sheet suitable for filing with the registry of deeds as required mentioned in paragraph one Scope of Work.

b) Digital media/files - contractor will provide a digital plan files with drawing points file of an acceptable format (i.e. Auto Cad/Carlson) of the survey plans in format sheet. The file will include the points file for all boundary corners and monuments referenced by deed (including tie courses generated through closure) in the drawing.

c) Deed description/points file list – contractor will provide in word document format the description of each lots meets and bounds for deed description and registry purposes.

d) Contractor will provide the list of coordinates in numerical order for each lot in Word document format.

****Boundary point information (coordinate base) provided by contractor is for Fish & Game's internal use only and will not be available for use outside the Fish & Game Department recognizes the proprietary nature of the information.*

5. Contract term:

Contract is in force upon Governor and Council approval through Wednesday June 15, 2016.

Note: this contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the "Contractor".

Note: NH Fish & Game intends for the contractor to perform the work in the Scope of Services of this contract in a consistent and timely manner.

Contractor initials *JD*
Date 3/3/16

Exhibit B
Payment terms

6. Payment:

Payment of up to one third (thirty-three percent) will be made during the contract period upon completion of initial field survey.

Payment of one third (thirty-three percent) will be made during the contract period at the completion of the lot delineation - brushing, blazing, and posting of required signage of all property boundary lines and corners/angle points as required.

The final payment, one-third (thirty-three percent) of the contract requires the complete painting of boundary line and witness trees, and boundary corners witnessed. Including, receipt of all required documentation, final survey plans, digital media, mylars, etc. as required.

The balance payment by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required fieldwork. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Services. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Service with approval of the project administrator.

Project administrator (Brian Lemire) will be responsible for review and acceptance or rejection of work deemed completed as defined in Scope of Services. In case of disagreement relative to the project work under the terms of this contract and agreement, the decision of the Executive Director of Fish & Game shall be final.

Contract is in force upon Governor and Council approval through Wednesday June 15, 2016.

Contractor initials Bl
Date 3/3/16

Exhibit C
Special Provisions

None

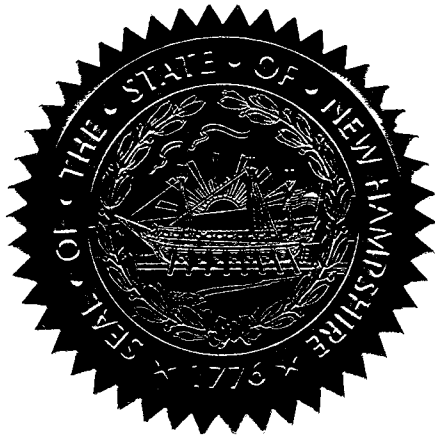
Contractor initials DP
Date 5/3/16

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 HOLDEN ENGINEERING & SURVEYING, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 20, 1981. 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 3rd day of February, A.D. 2016

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

William M. Gardner
Secretary of State

HOLDEN

ENGINEERING & SURVEYING, INC.

P.O. Box 480 / Concord, NH 03302-0249 / 603-225-6449
9 Constitution Drive / Bedford, NH 03110 / 603-472-2078
FAX 603-225-8450 / hes@holdenengineering.com

CERTIFICATE OF VOTE

I, Donna Holden, Secretary of Holden Engineering and Surveying, Inc. "Holden" do hereby certify that:

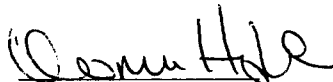
1. I am duly elected Secretary of "Holden".
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of "Holden" duly held February 15, 2016

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department

RESOLVED that the President and Vice President are hereby authorized on behalf of this organization 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/she may deem necessary or desirable to effect the purpose of these resolutions.

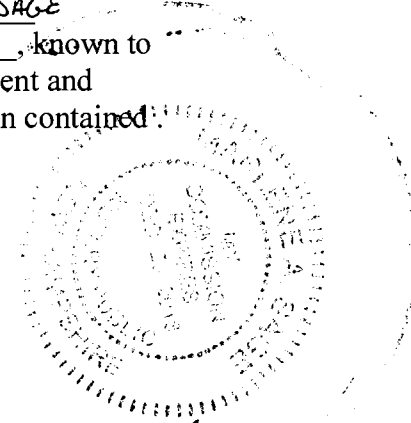
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 15, 2016.
4. Donna Holden is the duly authorized President and Peter Holden is the duly appointed Vice President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of "Holden" this 15th day of February 2016.


Secretary

State of NEW HAMPSHIRE County of HILLSBOROUGH

On this 15 day of FEBRUARY, 2016, before me MARLENE A. SAGE
The undersigned officer, personally appeared DONNA HOLDEN, known to me 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.


Marlene A. Sage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2016

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 LAPOINTE INSURANCE AGENCY 748 MAST ROAD MANCHESTER NH 03102		CONTACT NAME: Christen Hanscom PHONE (A/C, No, Ext): (603) 624-0855 E-MAIL ADDRESS: christen.lapointeins@comcast.net FAX (A/C, No): (603) 624-1759	
INSURED Holden Engineering & Surveying, Inc. Po Box 480 Concord NH 03302-0480		INSURER(S) AFFORDING COVERAGE INSURER A: Concord General Mutual Insurance Co NAIC # 20672 INSURER B: Hanover Insurance 22292 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL1621600815** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	20006993	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		20007000	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ENHAN \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WHVA216021-02 NH	2/6/2016	2/6/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL LIABILITY		LBVA310990-03	5/19/2015	5/19/2016	EACH OCCURRENCE 1,000,000

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

NH Fish and Game are listed as Additional Insured with respect to general liability.

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms, exclusions and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER NH Fish and Game 11 Hazen Dr. Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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