



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

May 23, 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 amend an existing contract with Boulanger Consulting (VC #155741) of Littleton, NH, approved by Governor and Council 8-26-2015 Item #54, by modifying the date of completion from June 30, 2016 to November 30 2016. The original contract is for boundary line maintenance and **DGPS** (Differential Global Positioning System) data collection and documentation, for Connecticut Lakes Natural & Wildlife Management Area, Pittsburgh. 75% Federal funds, 25% Wildlife Habitat funds.

Explanation

The time extension amendment request is required because of weather and road closures encountered by the contractor throughout the fall of 2015 and winter/spring of 2016 restricting access to the project area on the Connecticut Lakes Natural Area. This is the most remote section of the state and work for this contract is at the northern most boundaries of New Hampshire and Maine border including the international border with Canada. This amendment will allow the contractor to complete the contracted work with the expected outcome detailed in the Scope of Service and allow consideration for unpredictable weather and road conditions of this remote area.

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 contracted to qualified licensed surveyors and engineers via seal bidding procedure. This contract will cover 24 miles of boundary maintenance, DGPS data collection and documentation on approximately one third of the total boundary of the Connecticut Lakes Natural & Wildlife Management Area.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

AMENDMENT

This Agreement, herein after called the "Amendment", dated sixth day of May, 2016, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department, hereinafter referred to as the "State", and Boulanger Consulting, 109 Crane Street, Littleton, NH 03561, VC# 15574, hereinafter called the "Contractor".

WHEREAS, pursuant to an agreement hereinafter called the "Contract" dated, August 3, 2015, approved by the Governor and Council on August 26, 2015, Item #54, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

The completion date shall be extended from June 30, 2016 to November 30, 2016.

2.) Effective Date of Amendment

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

3.) Continuance of Agreement

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

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: [Signature]
Glenn Normandeau, Executive Director

DATE: 5/26/16

Name of Contractor and Authorized Signor

Richard C. Boulanger dba Boulanger Consulting

BY: [Signature]

DATE: 5/6/16

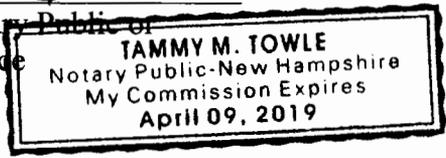
TITLE: Richard C. Boulanger, LLS/owner

Acknowledgment: State of New Hampshire, County of Crafton

On May 6, 2016, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

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

[Signature]
Signature of Notary Public or
Justice of the Peace



Tammy Towle
Name/Title of Notary Public or
Justice of the Peace

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: [Signature]
Attorney General's Office

DATE: 5/26/16

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 Boulanger Consulting is a New Hampshire trade name registered on April 29, 2010 and that Richard C Boulanger presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 16th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

Boulanger Consulting
Professional Forestry & Land Surveying

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Richard Boulanger hereby certify that I am the sole proprietor of Boulanger Consulting (name of business), which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the trade name.

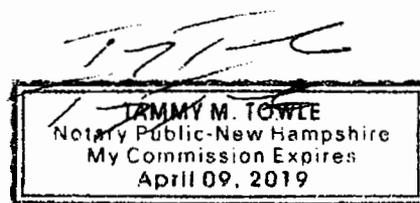
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Richard Boulanger

Date: 5/20/16

State of New Hampshire, County of Grafton.

On this the 20th day of May 2016, before me Tommy Towle, the undersigned officer, personally appeared Richard Boulanger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.





New Hampshire Fish and Game Department

Governor & Council Approved

Date: 8-26-15

Item #: 54

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

TDD Access: Relay NH 1-800-735-2984
FAX (603) 271-1438
E-mail: Info@wildlife.nh.gov

Glenn Normandeau
Executive Director

August 3, 2015

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 Boulanger Consulting (VC #15574) of Littleton, NH for \$20,650.00 to conduct boundary line maintenance and DGPS (Differential Global Positioning System) data collection and documentation, for Connecticut Lakes Natural & Wildlife Management Area, Pittsburgh. Agreement effective upon Governor and Council approval through June 30, 2016. Funding is 25% Wildlife habitat account and 75% Federal funds.

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

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

FY 2016

20-07800-21850000-305-500845 Habitat Acquisition & Management

\$20,650.00

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 contracted to qualified licensed surveyors and engineers via seal bidding procedure. This contract will cover 24 miles of boundary maintenance, DGPS data collection and documentation on approximately one third of the total boundary of the Connecticut Lakes Natural & Wildlife Management Area.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

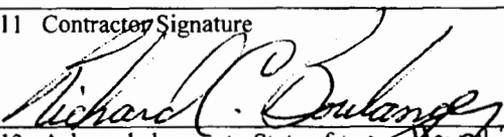
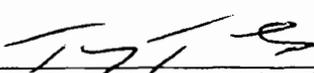
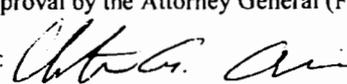
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Richard C. Boulanger dba Boulanger Consulting		1.4 Contractor Address 109 Crane Street, Littleton NH 03561	
1.5 Contractor Phone Number 603-444-6085	1.6 Account Number 2155000-305-500845	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$20,650.00
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 Richard C. Boulanger, LLS/owner	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Grafton</u> On <u>July 16, 2015</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 indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		TAMMY M. TOWLE, Notary Public My Commission Expires April 9, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tammy Towle Notary of New Hampshire</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Exec. 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) (if applicable) By:  On: <u>8/6/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials 
Date 7/18/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

Date

RB
7/6/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials ACB
Date 7/15/15

Exhibit A

Scope of Services

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/ltboard/lrrule.htm>. Work will consist of perambulation of the property boundary perimeter to brush line, blaze & paint & sign witness trees. Also DGPS data collection of each corner in the project area and as detailed in the following.
-
2. The New Hampshire Fish and Game Department will provide the contractor with copies of the existing property plan for ease of navigation, accurate documentation and compilation of information. This is to aid the contractor in the report of existing conditions. Specifically, to help identify possible encroachments, anomalies, or conditions not consistent with the legal description of the properties metes and bounds. In addition, to aid in the data collection of DPGS data (See sample report in Appendix A) contractor will have access to Department property background files if needed. The contractor agrees to provide DGPS boundary data (i.e. Import/export format results Auto-cad DXF or equal/Arc-view 9.x shape-files) or approved equal of all coordinate positions of project area plan.
 3. **Brushing, Blazing, Painting & Signage:**
 - a) All necessary materials, i.e. paint, brushes, nails, signs 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. **Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be re-blazed.** Blazed and painted trees should not be further than thirty feet (30') to forty feet (40') apart (See Appendix A).
 - 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 (See Appendix A).

f) State **boundary signs** (3" x 9") will be installed approximately 250' apart along all boundary lines. Nails used to post signs on live tress shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow and retain the boundary signage.

g) **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. Property signs will be hung at trail intersections facing the abutting property to the WMA property, signs will be fixed every 25' for a total distance of 100' left and 100' right of the intersection along the boundary where blazes and paint are omitted.

4. **Report:**

a) Concise written report of describing existing boundary conditions i.e.: possible boundary encroachments, problem areas in need of higher order fieldwork or any circumstances requiring additional boundary work (See sample report in Appendix A).

b) Document coordinates locations of corners (DGPS/State Plane) on the provided property plan for all corners/angle points of the property for the project area.

c) Contractor agrees to provide New Hampshire Fish and Game Department the necessary DGPS results (import/export format i.e. Auto-cad DXF or equal/Arc-view 9.x shape-files) or approved equal of all coordinate required positions of the property plan. The report will consist of existing conditions and problem areas on the property in need of additional work, beyond the limits of this contract.

5. **Contract term:**

Contract will be in force upon Governor and Council approval through Thursday June 30, 2016. Work must begin and continue on a regular basis no later than six months after the day of approval by Governor and Council.

Note: this contract cannot be subcontracted in part or completely to another and must be preformed 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 employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork on a large remote landscape.

Exhibit B
Payment Terms

Payment:

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

Payment of one third (thirty-three percent) will be made during the contract period at the completion of the remaining brushing, blazing, and posting of required signage of all property boundary lines and corners/angle points as noted on the Fish & Game department boundary plan for Enfield WMA, contained in the contract documentation.

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 the report detailing existing conditions, areas requiring additional work not included in this contract i.e.: encroachments, obliterated boundary and or corners, irregularities of the boundary condition not consistent with the boundary plan.

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.

Contract not to exceed - \$20,650.00

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 will be in force upon Governor and Council approval through Wednesday June 15, 2016. Work must begin and continue on a regular basis no later than six months after the day of approval by Governor and Council.

Exhibit C
Special Provisions

**New Hampshire Fish and Game Department agrees to waive the provisions of Paragraph 14.1.1
reducing the amount required for insurance coverage per incident to \$1,000,000.00**
