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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE
DIVISION OF TECHNICAL PROFESSIONS

121 South Fruit Street
Concord, N.H. 03301-2412

Telephone 603-271-2219 • Fax 603-271-6990

LOUISE LAVERTU
Executive Director

LINDA CAPUCHINO
Division 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 Office of Professional Licensure and Certification to enter into a SOLE SOURCE contract in the amount of \$90,000.00 with the National Council of Examiners for Engineering and Surveying (NCEES), vendor number 171333, Clemson, South Carolina, for membership in NCEES and the preparation and scoring of the engineering and land surveying examinations from April 1, 2016 through March 31, 2018. Further, authorize unencumbered payments under this contract with internal accounting control within the Office of Professional Licensure and Certification. 100% general funds.

Funding is available for FY 016 and FY 017 in account, Office of Professional Licensure and Certification, contingent on continued budget authorization in FY 2018 as follows:

01-21-21-2110-2404 OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

		<u>FY 2016</u>	<u>FY2017</u>	<u>FY2018</u>
020-500201	<u>PUBLICATIONS AND PAMPHLETS</u>	\$17,950	\$35,900	\$17,950
026-500251	<u>ORGANIZATIONAL DUES</u>		\$ 9,100	\$ 9,100

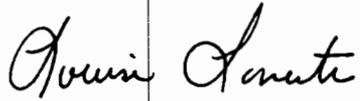
EXPLANATION

The Office of Professional Licensure and Certification hereby submits an agreement between the State of New Hampshire, Office of Professional Licensure and Certification and the Council of Examiners for Engineering and Surveying (NCEES) commencing April 1, 2016 through March 31, 2018 for membership in NCEES and the purchase and correction of national engineering and land surveying examinations. Our present contract expires on March 31, 2016. This is a sole-source contract because NCEES is the only provider of examinations for engineering and land

Her Excellency, Governor Margaret Wood Hassan
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surveying in the country. NCEES is a non-profit agency, therefore no registration certification from the Secretary of State is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Louise Lavertu". The signature is written in a cursive style with a large initial "L".

Louise Lavertu
Executive Director

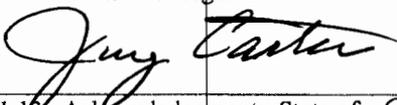
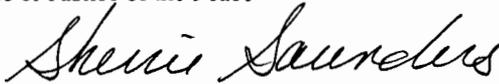
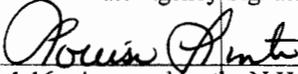
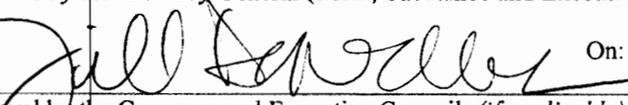
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Professional Licensure & Certification		1.2 State Agency Address 121 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name NCEES		1.4 Contractor Address PO Box 1686, Clemson, SC 29633-1686	
1.5 Contractor Phone Number 1-800-250-3196	1.6 Account Number 01-21-21-2110-2404	1.7 Completion Date 3/31/18	1.8 Price Limitation \$90,000.00
1.9 Contracting Officer for State Agency Louise Lavertu, Executive Director		1.10 State Agency Telephone Number 603-271-2219	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jerry Carter, Chief Executive Officer	
1.13 Acknowledgement: State of <u>SC</u> , County of <u>Oconee</u> On <u>2/9/2016</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]		 <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>SHERRIE SAUNDERS Notary Public, State of South Carolina My Commission Expires Dec. 8, 2024</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sherrie Saunders, Executive Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Louise Lavertu, Executive Director</u>	
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>2/18/16</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

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.

Contractor Initials JC
Date 12/9/14

EXHIBIT A

SCOPE OF SERVICES

- I. Membership of the New Hampshire Board of Professional Engineers and New Hampshire Board of Land Surveyors in the National Council of Examiners for Engineering and Surveying (NCEES).
- II. Examinations for engineering and land surveying applicants to be administered and graded by (NCEES). All testing fees required to sit for the examinations to be paid by candidates directly to NCEES.
- III. Pencil/paper examinations will be administered in April and October until such time as they are converted to a computer-based delivery system.

Examination

Principles and Practice of Engineering Examination	\$250
Principles and Practice of Surveying Examination (April 2016)	\$250
Structural Lateral Forces Examination	\$400
Structural Vertical Forces Examination	\$400

Organizational Dues for Membership in NCEES

FY 2016

Board of Land Surveyors	\$2,600
Board of Professional Engineers	\$6,500

FY 2017

Board of Land Surveyors	\$2,600
Board of Professional Engineers	\$6,500

EXHIBIT B

- I. The State agrees to compensate the Contractor (NCEES) as follows:
 1. For each examination, payment shall be made as set forth in the Exhibit A, but only after receipt of invoices for services performed and provided that total payments do not exceed \$90,000. The final payment shall be made only after the contractor has completely performed their duties under this contract.

- II. 9. The contractor shall maintain documentation for all charges against the State under this contract. The books, records and documents of the contractor, in so far as they relate to work performed, or money received under this contract shall be maintained for a period of one (1) full year from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State of New Hampshire.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2016

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 Marsh & McLennan Agency LLC Company 870 South Pleasantburg Drive PO Box 5145 Greenville SC 29606-5145	CONTACT NAME: Alice Stewart	
	PHONE (A/C No, Ext): (864) 271-6336 FAX (A/C, No): (864) 233-9291 E-MAIL ADDRESS: astewart@rosenfeldeinstein.com	
INSURED National Council of Examiners for Engineering and Surveying PO Box 1686 Clemson SC 29633-1686	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Harleysville Preferred Ins Co	35696
	INSURER B: Harleysville Worcester Ins Co	26182
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

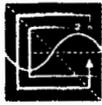
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			BOP00000052566R	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 GEN01 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BOP00000052566R	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB52573R	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC00000052567R	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER New Hampshire Board of Licensure and Certification Linda Capuchino, Division Director 121 South Fruit Street Concord, NH 03301-2412	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 Alice Stewart/ABW <i>Alice Stewart</i>

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NCEES

advancing licensure for
engineers and surveyors

P.O. Box 1686 (280 Seneca Creek Rd.), Clemson, SC 29633 USA T: (864) 654-6824 NCEES.ORG

RESOLUTION

WHEREAS, the Board of Directors serves as the executive board of the National Council of Examiners for Engineering and Surveying and exercises the corporate powers as set forth in the South Carolina Nonprofit Corporation Act; and

WHEREAS, the Board of Directors may authorize all expenditures, provide direction to the office of Chief Executive Officer through the President, authorize the borrowing of funds for Council purposes, and do all things necessary to conduct the affairs of the Council between the Annual Business Meetings; and

WHEREAS, the Chief Executive Officer shall serve as the Secretary of the Corporation and as "chief employed officer" of the Council with full authority for the management of its affairs, subject to the duties specified by the Bylaws, the policies and procedures of the Council, and the employment contract, or the Board of Directors; and

WHEREAS, the NCEES Board of Directors desires to confirm the authority of the Chief Executive Officer by this resolution in order to insure the effective and efficient operation of the Council on a daily basis.

THEREFORE, BE IT RESOLVED that the Board of Directors for the National Council of Examiners hereby authorizes the Chief Executive Officer to execute any and all contracts or other documents on the behalf of the Board; to contract with banks and other institutions for the deposit of Council funds; and to take appropriate actions in order to implement the directives of the Board in conducting the regular and normal business of the Council.

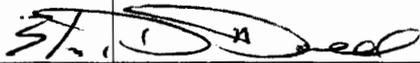

(Signature of Certifying Official)

Mike Conzett, P.E.

Printed Name

President

(Title)


(Witness)

8/22/2015
(Date)



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Staff directory



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 - Exam Development
 - Exam Publications
- Finance
- Human Resources
- Information Technology
- Member Services
 - Credentials Evaluations
 - Exam Administrative Services
 - Records
- Public Affairs
 - Corporate Communications
 - Marketing
 - Meetings

ADMINISTRATION

Jerry Carter, Chief Executive Officer
 Davy McDowell, P.E., Chief Operating Officer
 Sherrie Saunders, Executive Assistant

CLIENT SERVICES

Pam Powell, Director of Client Services
 Kim Mahurin, Team Lead—Client Services Representative
 Keshia Weston, Team Lead—Client Services Representative
 Elizabeth Chandler, Client Services Representative
 Cindy Garrett, Client Services Representative
 Karen Stancil, Client Services Representative
 Ashlei Vickery, Client Services Representative

EXAM SERVICES

Tim Miller, P.E., Director of Exam Services
 Faith Bostic, Exam Services Coordinator

Compliance and Security

Bob Whorton, P.E., Manager of Compliance and Security

Computer-Based Examinations

Lehmon Dekle, P.E., Project Manager for Computer-Based Examinations
 Mimi Hunt, Computer-Based Examinations Integration Analyst

Exam Development

Susan Cline, P.E., Exam Development Engineer
 Don Colman, P.E., Exam Development Engineer
 Tom Dodd, Ph.D., P.E., Exam Development Engineer
 Jason Gamble, P.E., Exam Development Engineer
 Cheryl Warren, Ph.D., P.E., Exam Development Engineer

Exam Publications

Ashley Cheney, Manager of Exam Publications
 Kelly Warren, Team Lead—Project Coordinator
 Alex Barry, Copy Editor
 Lisa Day, Project Coordinator
 Stepheni Gilreath, Exam Publications Specialist
 Glenda Hermeston, Copy Editor
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Listed below are answers to questions which may be of assistance for The Governor and Council in considering the approval of organization dues and membership submissions:

1. How long has this organization been in existence and how long has this agency been a member of this organization?
NCEES has been in existence since 1920 and the NH Professional Engineers and Land Surveyors Boards have been a member of NCEES since the 1940s.
2. Is there any other organization which provides the same or similar benefits which your agency belongs to?
No.
3. How many other state's belonging to this organization and is your agency the sole New Hampshire state agency that is a member?
Fifty States and four additional jurisdictions are members of NCEES. The Office of Professional Licensure and Certification is the only NH State agency that is a member of NCEES.
4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)
NCEES charges States a membership fee based on the number of licensees in the State.
5. What benefit does the state receive from participating in this membership?
Membership in NCEES is required in order to obtain access to the National Principles and Practices of Engineering and Land Surveying examinations as well as the fundamentals of engineering and fundamentals of land surveying exams. The State also receives updated information on the major areas of engineering and land surveying practice.
6. Are training or educational/ research materials included in the membership? If so, is the cost included? Explain in detail.
No training materials are included, only examinations regarding professional standards are included in the membership.
7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.
Membership in NCEES is required in order to obtain access to the national engineering and land surveying licensing examinations. Passage of NCEES exams is required for licensure in NH for engineers and land surveyors.
8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.
There is one trip per year for a member of the Board of Professional Engineers and member of the Board of Land Surveyors to attend a national meeting and one regional New England based trip per year to vote on behalf of the NH Boards.
9. Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization.
The members of the Board of Professional Engineers and members of the Board of Land Surveyors are voting members of NCEES. The staff of the Office of Professional Licensure and Certification interfaces with NCEES regarding administration of examinations.
10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.
If the State does not belong to NCEES the State will be unable to administer examinations for licensure of Professional Engineers and Land Surveyors. If the Board does not have access to the national exams, the Board will be unable to carry out the legislatively mandated examinations for Professional Engineers required pursuant to RSA 310-A:12 and 310-A:63.