



New Hampshire Fish and Game Department

MAY 22 '18 AM 11:41 DAS

82

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 14, 2018

His Excellency, Governor Christopher T. Sununu
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 Engineering & Surveying Inc. (VC #155489) of Bedford, NH in the amount of \$52,731.00 for boundary maintenance and GPS data collection over twenty six and one half miles (26.5 mi.), on five (5) Wildlife Management Areas in the Towns of Hillsborough, Andover, Moultonborough, Alton and Newton. Agreement is effective upon Governor and Council approval through June 3, 2019. Funding is 75% Federal and 25% Other.

Funding for this contract is available in the Wildlife Habitat Conservation account as follows:

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

	<u>FY 2018</u>	<u>FY2019</u>
20-07500-21550000-305-500845 Habitat Acquisition & Management	\$31,638.60	\$21,092.40

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 companies employing qualified State of New Hampshire licensed surveyors. Vendors are selected for this work through a Request for Proposals (RFP) submission and subsequent qualification assessment evaluation.

This contract will cover twenty six and one-half miles (26.5 mi.) of boundary maintenance, DGPS data collection and documentation on Farrar Marsh (Hillsborough), Kearsarge (Andover), Kona (Moultonborough), Mark's (Alton/New Durham) and Sargent Lot #4 (Newton), all being Fish and Game Wildlife Management Areas. A Request for Proposals was advertised on February 28, 2018. Five proposals were received before the closing date and graded based on qualification criteria (see enclosed assessment table). Holden Engineering had the winning proposal based on this evaluation.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

QUALIFICATIONS ASSESSMENT EVALUATION
2018 Boundary Management Services Contract Solicitation

Reviewer: <u>Summary sheet</u>	Company name	New England Forestry Consultants, Inc.	GM2 Associates	Horizons Engineering Inc.	Holden Engineering & Surveying, Inc.	Allen & Major Associates, Inc.
Date: <u>4/9/2018</u>						
Request for Qualifications Criteria						
1) Presentation of the Statement of Qualifications and Experience	Aggregate scores five reviewers	46	47	50	50	37
2) Quality and Experience of Project Team		70	55	73	75	50
3) Work History with Similar Projects		46	38	45	50	33
4) Proposal format/contents - (A. Table of Contents, B. Company Profile and Qualifications, C. Key Personnel, D. References, E. Project plan - Project Timeline and Scope of Work, F. Sealed Cost proposal)		123	150	150	149	135
5) Overall Suitability for the Assignment (organizational structure to include resumes)		48	37	50	50	33
Subtotal of aggregate scores of five reviewers		333	327	368	374	288
Linda Verville		63	70	75	75	66
Denyce Gagne		68	64	75	75	62
Jim Oehler		62	65	73	74	62
Rich Cook		75	68	75	75	58
Brian Lemire		65	60	70	75	40
Cross check subtotal - combined individual category		333	327	368	374	288
Rank		3	4	2	1	5
6) Proposal cost \$						
Score of cost value (5=favorable - 1=unfavorable)		5	3	2	4	1
Aggregate score + cost value = Total points		338	330	370	378	289
Final Ranking		3	4	2	1	5

Proposal selected by evaluation committee submitted by **Holden Engineering & Surveying, Inc.**

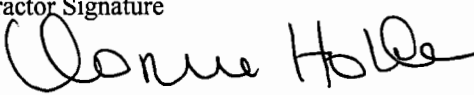
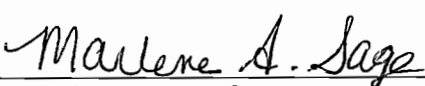
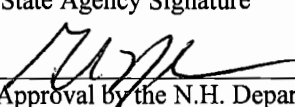
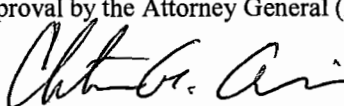
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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 03110	
1.5 Contractor Phone Number 603-444-6085	1.6 Account Number 2155000-305-500845	1.7 Completion Date June 3, 2019	1.8 Price Limitation \$52,731.00
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 <u>MAY 11, 2018</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.			
1.14 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> [Seal] </div> <div style="width: 60%; text-align: right;">  EXPIRES DEC. 20, 2018 MARLENE A. SAGE </div> </div>			
1.15 Name and Title of Notary or Justice of the Peace MARLENE A. SAGE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory GLENN NORMANDEAU, EXECUTIVE DIRECTOR Date: <u>5/16/2018</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>5/21/2018</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 *dl*
Date *5/11/08*

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: *JS*
Date: *5/16/08*

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 _____
Date _____

Exhibit A
Scope of Service

Work under this contract must conform to the *New Hampshire Code of Administrative Rules – Board of Licensure for Land Surveyors, Chapter Lan 100 Definitions, Organization and Public Information, Lan 503.04 Classifications of Real Property Surveys, Table 500.1, Geodetic Accuracy Standards (minimum positional tolerances of land property corners computed least squares adjustment at the 95% confidence level) for accuracy of directly occupied corners for R class (rural) survey.* Reference to this information is found @ http://www.gencourt.state.nh.us/rules/state_agencies/lan100-500.html.

Work will consist of perambulation of the property boundary perimeter to brush line, blaze and paint boundary line, and boundary corners and post boundary signage. Also DGPS data collection of at least one half of the total property corners/angle points of the property and documentation via report (See sample report in Appendix) of the existing boundary conditions.

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 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 10.3.1 or better files) or approved equal of all coordinate positions of project area plan.

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) Painting of boundary line blazes shall be rectangular in shape, and a minimum of 2" wide x 4" long. Blaze protocol: Paint blazes fore and aft are **online** trees, trees standing within two feet (2') to the left or right of the line will be marked with ¾ **side blaze** painted, and on trees between two feet (2') and four feet (4') from the line a single painted **side blaze** facing the line. Painted blazes trees should not be further than thirty feet (30') to forty feet (40') apart (See Appendix A). **Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be repainted.**

d) 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.

Contractor Initials

Date

gl
Sturley

e) Witness of **Boundary corners**: three separate witness trees will establish each corner. Each tree will have three painted 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. Important: *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, 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.

Report:

a) Concise written report describing existing boundary conditions (i.e., possible boundary encroachments, and/or problem areas in need of higher order fieldwork) or any areas requiring additional work not included in the Scope of Work of this contract (i.e., obliterated boundary and/or corners, and irregularities of the boundary condition not consistent with the boundary plan requiring additional boundary work) (See sample report in Appendix).

b) Document coordinate locations of corners (DGPS/State Plane) on the provided property plan for at least one half of the total property 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 10.x shape-files) or approved equal of all coordinate required positions of the property plan.

Contract term:

Contract will be in force upon **Governor and Council approval through Monday, June 3, 2019. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.**

Note: NH Fish & Game intends for the contractor to initiate the Scope of Work 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. Also, 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".

Contractor Initials Je
Date 5/16/18

Exhibit B
Payment terms

Payment:

Payment of up to 60% (sixty percent) will be made during the contract period at the mid-point completion of brushing, painting, and posting of required signage of all property boundary lines and corners/angle points.

The final payment, balance 40% (forty percent), will be made after completion of DGPS data collection and receipt of documentation and final 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 and documentation/documents in Scope of Work. 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 Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.

Exhibit C
Special Conditions

Summary:

Work under this contract must conform to the *New Hampshire Code of Administrative Rules – Board of Licensure for Land Surveyors, Chapter Lan 100 Definitions, Organization and Public Information, Lan 503.04 Classifications of Real Property Surveys, Table 500.1, Geodetic Accuracy Standards (minimum positional tolerances of land property corners computed least squares adjustment at the 95% confidence level) for accuracy of directly occupied corners for R class (rural) survey*. Reference to this information is found @ http://www.gencourt.state.nh.us/rules/state_agencies/lan100-500.html.

Work will consist of perambulation of the property boundary perimeter to brush line, blaze and paint boundary line, and boundary corners and post boundary signage. Also DGPS data collection of at least one half of the total property corners/angle points of the property.

Project administrator (Brian Lemire) will be responsible for review and acceptance or rejection of work deemed completed as defined in Scope of Work. 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.

Contractor Initials *DL*
Date *5/11/15*

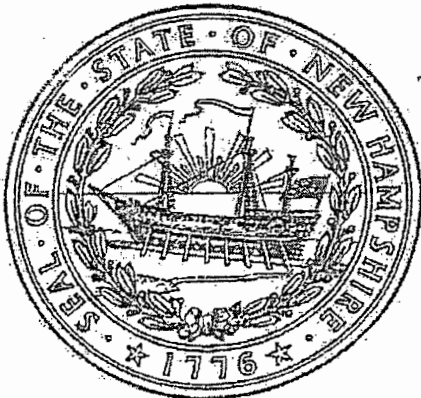
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLDEN ENGINEERING & SURVEYING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 20, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 35633

Certificate Number: 0004086292



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2018.

A handwritten signature in cursive script, 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 / 603-472-2076
FAX 603-225-8450 / hes@holdenengineering.com

CERTIFICATE OF VOTE

I, Peter Holden, Vice President of Holden Engineering and Surveying, Inc. "Holden" do

Hereby certify that:

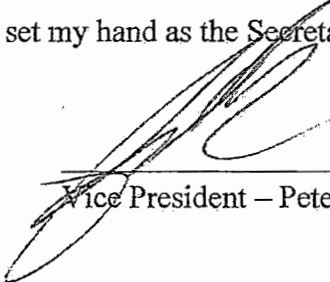
1. Donna Holden elected Secretary of "Holden".
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of "Holden" duly held April 23, 2018

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 resolution have not been amended or revoked and remain in full force and effect as of April 23, 2018
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 23rd day of April 2018.


Vice President – Peter Holden

State of NEW HAMPSHIRE County of HILLSBOROUGH

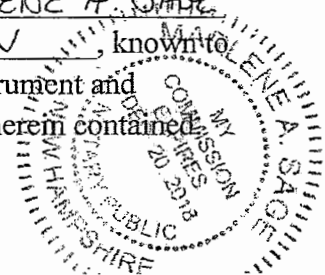
On this 23 day of APRIL, 2018, before me MARLENE A. SAGE

The undersigned officer, personally appeared PETER 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.





HOLDE-1

OP ID: DI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2018

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 have **ADDITIONAL INSURED** provisions or 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 Blossom Insurance Agency, Inc. 58 South Street PO Box 3000 Concord, NH 03302-3000	603-224-3000	CONTACT NAME: _____ PHONE (A/C, No, Ext): 603-224-3000 FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Concord Group Insurance</td> <td>20672</td> </tr> <tr> <td>INSURER B:</td> <td>Maine Mutual Insurance Company</td> <td>15997</td> </tr> <tr> <td>INSURER C:</td> <td>Admiral Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>Ace American Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Concord Group Insurance	20672	INSURER B:	Maine Mutual Insurance Company	15997	INSURER C:	Admiral Insurance Co		INSURER D:	Ace American Ins Co		INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Concord Group Insurance	20672																				
INSURER B:	Maine Mutual Insurance Company	15997																				
INSURER C:	Admiral Insurance Co																					
INSURER D:	Ace American Ins Co																					
INSURER E:																						
INSURER F:																						
INSURED Holden Engineering and Surveying, Inc. PO Box 480 Concord, NH 03302-0480																						

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			20021958	11/21/2017	11/21/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA12914864	11/21/2017	11/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6S62UB-7H89297-2-18 STATES INCL: NH	02/06/2018	02/06/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input checked="" type="checkbox"/> Professional Liab			EO00004062101	11/21/2017	11/21/2018	PER CLAIM \$ 1,000,000 AGGREGATE \$ 2,000,000

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

CERTIFICATE HOLDER NHDEPT5 NH Fish and Game Department 11 Hazen Dr Concord, NH 03301	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 <i>Diane m Bachelder</i>
---	--