



# New Hampshire Fish and Game Department

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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

April 18, 2014

*Sole Source*

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 SOLE-SOURCE contract with Holden Engineering & Surveying Inc. (VC #155489) of Bedford, NH for \$32,362.00 to survey and restore missing property corners and boundary line delineation on Henry Laramie Wildlife Management Area in Enfield, NH. Effective upon Governor and Council approval through November 30, 2014. Funding is 25% Agency Income (Wildlife Habitat Funds) and 75% Federal Funds.

Funding is available for these services and will be expended as follows, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

### **03 75 75 751520-21550000 Wildlife Program-Wildlife Habitat Conservation**

	<u>FY14</u>	<u>FY15</u>
20-07500-21550000-305-500845 Habitat Acquisition & Management	\$8,090.00	\$24,272.00

### Explanation

The NHFGD is owner of lands statewide known as Wildlife Management Areas (WMA's) and obligated to keep in good order the boundaries of these properties for the benefit of the public and abutting landowners. Maintenance of WMA's boundaries is contracted to qualified licensed surveyors and engineers.

In 2012, NHFGD awarded a standard boundary maintenance contract, via bid, to Holden Engineering & Surveying, Inc. This effort revealed missing portions of property line and boundary monuments, additional work beyond the scope of the contract. Sole source is requested given the contractor's knowledge of and capacity to restore these missing boundary elements; it is most efficient to have the contractor undertake this work than to rebid to vendors unfamiliar with the existing situation. Therefore, we request permission to authorize Holden Engineering & Surveying, Inc. to accomplish this work to meet NHFGD Standards for the 4,200+ acre WMA.

Respectfully submitted,

*Kathy Ann LaBonte*  
for  
Glenn Normandeau  
Executive Director

*Kathy Ann LaBonte*  
Kathy Ann LaBonte  
Chief, Business Division

Subject:

LARAMIE WILDLIFE MANAGEMENT AREA - BOUNDARY RESTORATION

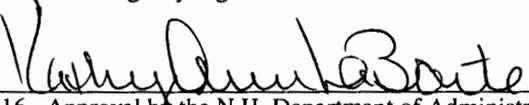
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Holden Engineering & Surveying, Inc.		1.4 Contractor Address 9 Constitution Drive, Bedford, NH 03110	
1.5 Contractor Phone Number 603-472-2078	1.6 Account Number 21550000-305-800845	1.7 Completion Date November 30, 2014	1.8 Price Limitation \$32,362.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna L. Holden	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>April 3, 2014</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] 		Karen Johnson Notary Public My Commission Expires December 19, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Karen Johnson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5-2-2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials       
Date 4/13/10

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**Exhibit A**  
**Scope of Services**

A partial Urban Class boundary survey, Reference: *Lan 503.04 Classifications of Real Property Surveys* or better, of the Henry Laramie WMA, consistent with the NH Fish & Game Survey Specifications, New Hampshire Code of Administrative Rules (see Appendix B of original contract).

A complete, closed Urban Class (1: 10,000 unadjusted closure min.) survey, Reference: *Lan 503.04 Classifications of Real Property Surveys* or better boundary survey, of the Henry Laramie WMA, consistent with the NH Fish & Game Survey Specifications, New Hampshire Code of Administrative Rules (see Appendix B of original contract).

**Survey and Documentation:**

A complete closed perimeter boundary survey including setting of new monuments at boundary points where monuments are obliterated or missing. *Fish & Game Department's deed file and property records are available as reference.* Survey will be based on NH State Plane Coordinate system. Contractor will provide a digital file of an acceptable format (i.e. Auto Cad/Carlson) of the survey plan in format sheet. The file will include the points file\* for all boundary corners and monuments referenced by deed (including tie courses generated through closure) in the drawing.

*\* Recognizing the proprietary nature of the information, boundary point information provided by the contractor will be solely for Fish & Game's internal use only.*

In addition, 3 mylar hard copies of the formatted boundary plan, suitable for registry filing, shall be provided. Also a digital file should be included, of an acceptable format, of the drawing plan in form including the points file for all boundary corners and monuments in the drawing referenced by deed.

**Brushing, Blazing, Painting & Signage (see Appendix A, pages 1&2 for reference):**

- a) All necessary materials (i.e., paint, brushes, nails, signs, monuments) will be supplied by the Fish & Game Department. Unused materials will be returned to the Fish and Game Department upon completion of the project.
- b) The property line will be brushed out approximately four feet (4') horizontally, two (2') feet each side of the line, and six feet (6') vertically; removing brush, limbs, saplings, etc. so that the line is clearly visible.
- c) Blazed boundary lines are to follow as straight a line as possible on the actual magnetic bearing. Blazes are to be cut into the trees' sapwood (depending on availability of trees of suitable diameter) removing all bark. Blazes shall be generally rectangular in shape, and a minimum of 2" wide x 4" long.
- d) Blaze marking protocol: fore & aft blazes of online trees, ¾ blazes (two blazes on the same side of tree opposed at a forty-five degree position) facing the line for trees located within two feet (2') left or right of boundary line and side blazes shall be used on trees between two feet (2') and four feet (4') from the line (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 ft. (30') to forty ft. (40') apart, in sight in both directions along the line (See Appendix A of the original contract).

- e) Fresh tree blazes must dry a minimum of one month prior to painting. Orange paint provided by the Department, will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in an even consistency (not washy or runny) completely covering the blaze.
- f) Witness of Boundary corners: Boundary lines and corners must be clearly visible, “heading to” and “leaving from” the corner or monument. At least two separate witness trees should be blazed at each corner, when available. Each tree should have three blazes vertically aligned facing the corner with each positioned at approximately (10’) ten feet either side of boundary corner, and include a orange boundary corner sign (3”X 7”) worded – STATE WILDLIFE MANANAGMENT AREA CORNER posted online facing abutting property and perpendicular of the boundary line direction (See Appendix A).
- g) Orange boundary signs (3” x 10”) worded – BOUNDARY - STATE WILDLIFE MANANAGMENT AREA BEYOND THIS SIGN should be installed approximately 200’ apart along all boundary lines. Nails used to post signs on live tress shall be driven 2/3<sup>rd</sup> the length of the nail shaft, leaving 1/3<sup>rd</sup> of the 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, but retain boundary witness sign.
- h) Caution must be exercised when witnessing boundary lines where hiking/snow machine trails cross the property line. At these intersections, boundary line blazes/paint will be absent a minimum of fifty feet (50’) from the trail intersection so users do not confuse the boundary line blazes for trail blazes. Property signs are posted at trail intersections facing the abutting property. Signs are posted every 25’ for a total distance of 100’ left and 100’ right of any trail intersection along the boundary where blazes and paint are omitted.

**Property Background & Deed information:**

NH Fish & Game Department’s deed file and property records will be available to the “Contractor” (Holden Engineering & Surveying, Inc.) with coordination from Brian Lemire, NHF&G Forester and contract administrator.

Note: This contract cannot be subcontracted in whole or in part to another and must be performed by the contractor. 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.

**Exhibit B**  
**Payment**

Payments are prorated. Fifty percent (50%) of the contract value will be paid upon receipt of documentation showing that 50% of the contracted work has been completed. This will be determined by the contract administrator and contractor.

The remaining 50% (fifty percent) of the contract, will be paid contingent upon the complete setting of required monuments, brushing and blazing, painting, signing; receipt of (2) two stamped Mylar copies of the property plan; and a copy of field notes with ACAD LLD .DXF & .DWG file or better in State Plane coordinate base. Site work will be field inspected for acceptance by NH Fish & Game agents upon completion of work.

Final payment will be withheld in the event that the State determines through field inspection that all guidelines were not consistently followed. Final payment will be made only when all work is completed in accordance with the aforementioned guidelines.

Any disagreement or impasse on final payment and judgment of completion of contracted work shall be decided by the Executive Director of Fish & Game, Glenn Normandeau.

Contract completion deadline: All work must be completed prior to November 30, 2014.

**Exhibit C**  
**Special Provisions**

None.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLDEN ENGINEERING & SURVEYING, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 20, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

# HOLDEN

ENGINEERING & SURVEYING, INC.

P.O. Box 480 / Concord, NH 03302-0480 / 603-225-6449  
9 Constitution Drive / Bedford, NH 03110 / 603-472-2078  
FAX 603-225-8450 / hes@holdenengineering.com

## CERTIFICATE OF VOTE

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

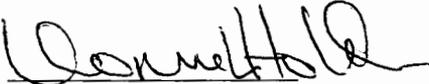
1. I am the duly elected Secretary of “Holden”.
2. The follow are true copies of two resolutions duly adopted at a meeting of the Board of Directors of “Holden” duly held March 3, 2014.

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

RESOLVED that the President and Vice President are hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he/she may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 2, 2014.
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 3<sup>rd</sup> day of March 2014.

  
Secretary

State of New Hampshire, County of Hillsborough.

On this the 3<sup>rd</sup> day of March, 2014 before me Karen Johnson the undersigned officer, personally appeared Donna Holden, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Karen Johnson  
Notary Public  
My Commission Expires  
December 19, 2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LAPOINTE INSURANCE AGENCY INC. 748 MAST ROAD  MANCHESTER NH 03102-	CONTACT NAME: Christen Hanscom
	PHONE (A/C No. Ext): (603) 624-0855 FAX (A/C No.): (603) 624-1759 E-MAIL ADDRESS: christen.lapointeins@comcast.net
INSURED Holden Engineering & Surveying, Inc. 9 Constitution Dr. Bedford NH 03110-	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizens Insurance Co Of Amer.
	INSURER B: Allmerica Financial Benefit Ins
	INSURER C: Hanover Ins. Co.
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	Y	OBV-A216026-00	02/06/2014	02/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWV-A216026-00	02/06/2014	02/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		OBV-A216026-00	02/06/2014	02/06/2015	EACH OCCURRENCE \$ AGGREGATE \$ UMBR \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A NH	02/06/2014	02/06/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured.

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

CERTIFICATE HOLDER	CANCELLATION
( ) - ( ) -  NH Fish and Game Dept. 11 Hazen Dr. Concord NH 03301-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 