



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

43

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

March 10, 2015

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to amend a sole source contract with Ransmeier and Spellman, P.C. (#157133), One Capitol Street, Concord, New Hampshire, by increasing the contract amount in the amount of \$6,000.00 from \$10,000.00 to a new total of \$16,000.00, for the purpose of providing legal services, effective upon Governor and Council approval through November 1, 2015. **100% General Funds – Capital.**

Funds for this purpose are available in the following appropriation:

02-12-12-120030-08710000	Adjutant General, Land Acquisition	SFY 2015
034-5000156	Land Acquisition	TOTAL \$ 6,000.00

EXPLANATION

This request is sole source as The Adjutant General's Department requested and received approval from the New Hampshire Department of Justice (DOJ) to contract with a local private local law firm for the purpose of providing legal services related to State land purchases. The DOJ simply doesn't have the resources available to provide the many hours of work that go into a State land purchase. The work that is needed includes title searches, purchase and sale agreements, warranty deeds, title insurance, closing documents, deed recording, warranty deed preparation and coordinating with seller's counsel. Ransmeier & Spellman, P.C. came highly recommended from the Department of Resources & Economic Development (DRED).

Ransmeier & Spellman, P.C. has provided exceptional professional and timely service to The Adjutant General for work/advice regarding land/property transactions. We are extremely pleased with their service and how quickly they have been able to turnaround all that has been tasked of them. We have additional parcels of land for which we would like to have the legal work commence, and request approval of this contract amendment so we will be able to continue working with this firm.

Respectfully submitted,

William N. Reddel, III
Major General, NH National Guard
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: LEGAL SERVICES - LAND/PROPERTY ACQUISITIONS

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the contractor, RANSMEIER & SPELLMAN, PC, One Capitol Street, Concord, NH 03301 hereby mutually agree as follows to amend the existing agreement for Legal Services

This amendment increases the existing contract dated October 24, 2014 by \$6,000.00 from an original amount of \$10,000.00 for a new total of \$16,000.00.

Contractor's Signature:

Paul H. MacDonald

Name and Title of Contractor Signatory:

Paul H. MacDonald, Director

Acknowledgment: The State of New Hampshire, County of Merrimack, on the date of 3/16/2015, before the undersigned officer, personally appeared the person, Paul H. MacDonald identified as "Contractor" in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor's Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Contractor".

Signature of Notary Public:

Jo-ellen M. Magalnick

{Seal}



Name & Title of Notary Public

Jo-ellen M. Magalnick, Notary

State Agency Signature:

Stephanie L. Milender

Stephanie L. Milender, Administrator Date: 3-17-15

Approval by The New Hampshire Division of Personnel:

Sara J. [Signature]

Director

Date:

3/23/15

Approval by The New Hampshire Department of Justice for Form, Substance and Execution:

[Signature]

Assistant Attorney General

Date:

3-25-15

Approved by Governor & Executive Council:

Date:

Item #:

**THE STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT A, P37 AGREEMENT
SCOPE OF SERVICES**

SUBJECT: Legal Services Associated with the Purchase of Land/Property

The vendor will perform legal services to include, but not limited to:

- Title work, title searches
 - Closing documents and statement
 - Deed recording and update
 - Warranty deed
 - Purchase and Sale Agreement review and guidance
 - Photocopying, travel, fax, postage
 - Authority on behalf of the Adjutant General's Department to speak directly with Seller's Attorney /Agent
-

**EXHIBIT B, P37 AGREEMENT
CONTRACT PRICE, TERMS and METHOD OF PAYMENT**

SUBJECT: Legal Services Associated with the Purchase of Land/Property

The Contract Price

The original contract is increased in the amount of \$6,0000.00, and The Adjutant General's Department will pay the contractor a maximum total of \$16,000.00 for the services noted in Exhibit A (above). This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Terms of Payment

The Adjutant General's Department will pay the contractor after the work performed is accepted as complete by The Adjutant General's Department.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
State BA Office – Stephanie Milender
4 Pembroke Road
Concord, NH 03301

Payment will be processed within 15 days after receipt of a proper invoice.

Method of Payment

Payment shall be made by a bank draft to the address specified in the General Provisions 1.4 of this agreement.

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 Ransmeier & Spellman Professional Corporation is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 27, 1991. 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 13th day of March, A.D. 2015

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

William M. Gardner
Secretary of State

RANSMEIER & SPELLMAN, P.C.

Certificate of Vote

I, Daniel J. Mullen, hereby certify that I am the duly elected secretary of **RANSMEIER & SPELLMAN, P.C.**, a corporation duly organized and existing under the laws of the State of New Hampshire (the "Corporation").

I hereby certify that the following is a true copy of the vote on motion duly made and seconded at a special meeting of the Board of Directors of the Corporation on March 16, 2015:

RESOLVED: That Paul H. MacDonald, a shareholder and director of the Corporation, be, and he hereby is, authorized *(a)* to execute any and all agreements with the State of New Hampshire Adjutant General's Department (the "NHAGD"), including without limitation one or more certain State of New Hampshire form P-37 Agreements/ "Scope of Services," all in connection with the Corporation's provision of legal services to the NHAGD for its acquisition of real property, and furthermore *(b)* to oversee the provision of such services to NHAGD and to supervise employees of the Corporation in connection therewith.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date set forth below.

Signed and dated this 16th day of March, 2015.

Attest:


Daniel J. Mullen, Secretary

(Corporate Seal)





Declarations

Primary Lawyers Professional Liability Insurance Certificate

NOTICE: THIS IS A CLAIMS-MADE CERTIFICATE. EXCEPT AS OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE CERTIFICATE PERIOD OR EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN.

Insured by the Company below and hereinafter called the Insurer.
ProSight - Syndicate 1110 at Lloyd's
Level 7
3 Minster Court
Mincing Lane
London EC3R 7DD

CERTIFICATE NUMBER: PL201500000809 RENEWAL OF CERTIFICATE NUMBER: PL201400000809

Item 1. Named Insured and Address (Number, Street, Town or City, County, State, Zip Code) Ransmeier & Spellman, PC One Capitol Street Concord, NH 03302	Producer Name ProQuest, a division of Alliant Insurance Services, Inc.		
	Item 2. Certificate Period		
	Inception Date (M/D/Y): February 1, 2015	Expiration Date (M/D/Y): February 1, 2016	12:01 A.M. Standard Time at the address of the Named Insured as stated herein.
Item 3. Form of Named Insured's Business Insured is <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other			

Item 4. Limit of Liability

\$5,000,000	Each Claim
\$5,000,000	Aggregate

a. Claim expenses are included within the limits of liability.
 b. Claim expenses are payable in addition to the limits of liability.

Item 5. Deductible
\$25,000 Per Claim

a. The deductible amount specified above applies only to damages.
 b. The deductible amount specified above applies to both damages and claim expenses.

Item 6. Annual Premium
\$78,445 NH State Tax: \$2,353.35

Item 7. Forms and Endorsements attached at Issue
MLL 10 01 0513 Schedule of Forms and Endorsements

By acceptance of this Certificate the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this Certificate embodies all agreements existing between the Insured and the Insurer or any of its representatives relating to this insurance.

Insurer Certificate Holder Questions or Complaints- 1-800-774-2755	Countersigned (as required)	Countersign Date
		Issue Date February 3, 2015

Subject: Legal Services - Property Purchase(s) 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 <u>The Adjutant General's Department</u>		1.2 State Agency Address <u>4 Pembroke Road, Concord, NH 03301</u>	
1.3 Contractor Name <u>Ransmeier & Spellman, P.C.</u>		1.4 Contractor Address <u>One Capitol Street, ^{P.O. Box 600,} Concord, NH 03301-0600</u>	
1.5 Contractor Phone Number <u>603-228-0477</u>	1.6 Account Number <u>030-012-0871-000</u>	1.7 Completion Date <u>November 1, 2015</u>	1.8 Price Limitation <u>\$10,000.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie L. Milender</u>		1.10 State Agency Telephone Number <u>603-225-1361</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>Paul Macdonald, Director & shareholder</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>OCTOBER 21, 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 Name and Title of Notary or Justice of the Peace <u>JO-ellen M. Magalnick</u> <u>Notary Public</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender</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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NON-64C - w/in threshold

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

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.

**THE STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT A, P37 AGREEMENT
SCOPE OF SERVICES**

SUBJECT: Legal Services Associated with the Purchase of Land/Property

The vendor will perform legal services to include, but not limited to:

- Title work, title searches
 - Closing documents and statement
 - Deed recording and update
 - Warranty deed
 - Purchase and Sale Agreement review and guidance
 - Photocopying, travel, fax, postage
 - Authority on behalf of the Adjutant General's Department to speak directly with Seller's Attorney /Agent
-

**EXHIBIT B, P37 AGREEMENT
CONTRACT PRICE, TERMS and METHOD OF PAYMENT**

SUBJECT: Legal Services Associated with the Purchase of Land/Property

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$10,000.00 for the services noted in Exhibit A. The contract period is from the date of signature through November 1, 2015. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Terms of Payment

The Adjutant General's Department will pay the contractor after the work performed is accepted as complete by The Adjutant General's Department.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
State BA Office – Stephanie Milender
4 Pembroke Road
Concord, NH 03301

Payment will be processed within 15 days after receipt of a proper invoice.

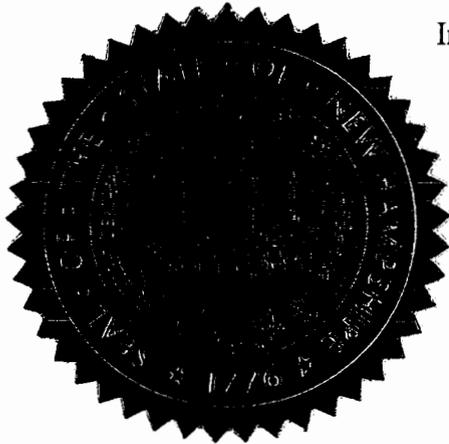
Method of Payment

Payment shall be made by a bank draft to the address specified in the General Provisions 1.4 of this agreement.

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 Ransmeier & Spellman Professional Corporation is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 29, 1991. 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 22nd day of October, A.D. 2014

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

William M. Gardner
Secretary of State

RANSMEIER & SPELLMAN, P.C.

Certificate of Vote

I, Daniel J. Mullen, hereby certify that I am the duly elected secretary of **RANSMEIER & SPELLMAN, P.C.**, a corporation duly organized and existing under the laws of the State of New Hampshire (the "Corporation").

I hereby certify that the following is a true copy of the vote on motion duly made and seconded at a meeting of the Board of Directors of the Corporation on October 21, 2014:

RESOLVED: That Paul H. MacDonald, a shareholder and director of the Corporation, be, and he hereby is, authorized **(a)** to execute any and all agreements with the State of New Hampshire Adjutant General's Department (the "NHAGD"), including without limitation one or more certain State of New Hampshire form P-37 Agreements/ "Scope of Services," all in connection with the Corporation's provision of legal services to the NHAGD for its acquisition of real property, and furthermore **(b)** to oversee the provision of such services to NHAGD and to supervise employees of the Corporation in connection therewith.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date set forth below.

Signed and dated this 21st day of October, 2014.

Attest:

Daniel J. Mullen
DANIEL J. MULLEN, Secretary
(Corporate Seal)



Client#: 525104

RANSMSP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2014

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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: USI Insurance Services LLC, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Acadia Insurance Company, NAIC #: 31325. INSURED: Ransmeier & Spellman PC, PO Box 600, Concord, NH 03302-0600.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for General Liability (BOA003724326), Umbrella Liability (CUA003724426), and Workers Compensation and Employers' Liability.

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

This certificate covers all operations usual and customary to the insured's business.

RECEIVED

OCT 23 2014

ADJUTANT GENERAL'S DEPARTMENT

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH Adjutant Generals Office, c/o Stephanie L. Milender, 4 Pembroke Rd, Concord, NH 03301-5652

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: E. Smith