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New Hampshire Fish and Game Department

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

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

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May 4, 2023

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 to enter into a contract with Civilworks Holdings Inc. (d.b.a. Civilworks New England), Dover, NH (Vendor Code #448352), in the amount of $200,000.00 for Engineering Services for the Statewide Public Boat Access Program effective upon Governor and Council approval for the period July 1, 2023 through June 30, 2025. Funding source: 75% Federal Funds, 25% Statewide Public Boat Access Funds.

Funds are available in the following account and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office if needed and justified.

		FY 2024	FY 2025
03 7575 753520 21170000	Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 046 500463	Consultants	$125,000.00	$75,000.00

EXPLANATION

The New Hampshire Fish and Game Department is in need of engineering services, including environmental engineering and survey services, in support of the ongoing Statewide Public Boat Access Program. The Department continues to promote and develop access and maintenance projects. Presently there are four projects in various stages of refurbishment or development from infrastructure condition assessment, conceptual evaluation, design and environmental review or construction. The Department works with individual land owners, municipalities and other state agencies to develop new sites and maintain existing boat access areas.

The sites provide convenient and safe access to lakes, ponds, river and marine water bodies for use by the boating public. Maintenance of these facilities in good working condition is essential for stocking fisheries, law enforcement and promotion of a positive image to the public.

Nine engineering firms expressed interest in providing engineering services. Five firms submitted qualifications information as prescribed. A four member selection committee evaluated the qualifications of the five respondent-firms and decided to interview four of the firms. The selection committee evaluated the four interviewed-firms and based on qualifications selected one firm for contract negotiation. The selected firm presented billing information for review and the Department negotiated the fee structure. Fees were not negotiated with other firms.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Civilworks Holdings, Inc.; d.b.a. Civilworks New England		1.4 Contractor Address 181 Watson Road, Dover, NH 03821	
1.5 Contractor Phone Number (603) 749-0443	1.6 Account Number 21170000 046 500463	1.7 Completion Date June 30, 2025	1.8 Price Limitation $200,000.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603)-271-3511	
1.11 Contractor Signature Date: 3/20/23		1.12 Name and Title of Contractor Signatory Stephen Haight, President	
1.13 State Agency Signature Date: 5/5/23		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 5/5/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SH
Date 3/20/23

2. 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 B 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the

Contractor Initials SH
Date 3/28/23

State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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

Contractor Initials JA
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agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS: AMENDMENTS TO AGREEMENT (Form P-37)

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

8. EVENT OF DEFAULT/REMEDIES

Amend 8.1 to include:

8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

8.1.5 Makes an assignment for the benefit of creditors, or

8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

14. INSURANCE

Amend 14.1 to include:

14.1.3 Professional liability insurance coverage, in amounts of not less than $1,000,000 per occurrence and $1,000,000 aggregate or excess.

Amend 14.3 to say:

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 ten (10) days prior to the expiration date of each insurance policy. The State of New Hampshire Fish and Game Department shall be named as an Additional Insured on all submitted certificates. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

25. COVID PANDEMIC CONDITIONS

Amend Form P-37 to include a new section:

25. COVID PANDEMIC CONDITIONS

25.1 The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the

Contractor's Initials SJ
Date 8/28/23

extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

(a) The services required to be performed under the terms of this Agreement as written;

(b) The services actually performed;

(c) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

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EXHIBIT B

SCOPE OF SERVICES

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

The consultant shall furnish all labor, materials, and services necessary to ensure the development of public access areas. The Consultant shall comply with all applicable state and local laws, rules and regulations.

Phase I – Preliminary Site Selection and Engineering Evaluation.

The Consultant shall provide assistance in developing alternative site selections and preparing engineering evaluations.

A. Site Selection Activities

The Consultant shall conduct site evaluations consisting of the primary choice and alternatives to determine the best location for a public access project. Supportive documents relative to the choice must be available for inspection by the New Hampshire Fish and Game Department (NHFG). The Consultant may be required to defend a site selection at any public hearing relative to public access projects that are on schedule for acquisition and/or development by the NHFG.

B. Engineering Evaluation Activities

The Consultant shall prepare a preliminary engineering evaluation consisting of drawings and other documents illustrating scale and relationship of various project components and configurations, together with recommendations and a semi-detailed estimate of construction costs. Three (3) sets of these studies as paper copies and/or as electronic files, at the NHFG's discretion, shall be submitted to the New Hampshire Fish and Game Department, Facilities and Lands Division, for review and comment. Work in Phase II & III is contingent upon results from the preliminary engineering evaluation.

C. Topographic Survey

The Consultant shall provide a property survey completed in accordance with Chapter 500, New Hampshire Code of Administrative Rules, and Board of Licensing for Land Surveyors.

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D. Environment and Hazardous Waste

1. Environmental Reviews

The Consultant shall provide environmental reviews and documentation that are consistent with the most current versions of the National Environmental Policy Act of 1969 as amended procedures; Federal and State permitting; wetland delineation techniques as outlined in the "Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1"; Hydric soils delineation techniques as outlined in the manual, "Field Indicators for Identifying Hydric Soils in New England"; and, wetland classifications in accordance with the United States Fish and Wildlife Service Manual, "Classification of Wetlands and Deepwater Habitats of the United States."

2. Hazardous Waste Assessment

The Consultant shall provide hazardous waste assessments in accordance with the most current versions of the "ASTM E1528-14 Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process," "ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," and "ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

3. Historic and Archeological Assessment

The Consultant shall provide environmental reviews and documentation that are consistent with Section 106 of the National Historic Preservation Act of 1966 as amended, and historical and archeological inventory and assessment protocols that may be required by the New Hampshire Division of Historical Resources (State Historic Preservation Office).

4. Endangered and Threatened Species Assessment

The Consultant shall provide environmental reviews and documentation that are consistent with Native Plant Protection Act of 1987 as amended and the Endangered Species Act of 1973 as amended.

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Phase II – Preliminary Plans, Specifications and Estimates

The Consultant shall prepare from approved preliminary engineering evaluations, the Preliminary Plans, Specifications, and Estimates consisting of drawings and other documents, to fix and describe the size and character of the entire project as to structural integrity, mechanical and electrical systems, site development and utilities, materials and methods as may be required, together with a further detailed estimate of construction costs. Three (3) sets of paper copies and/or electronic files, at the NHFG's discretion, of these preliminary plans, specifications, and engineering estimates shall be submitted to the New Hampshire Fish and Game Department, Facilities and Lands Division.

Phase III – Final Plans, Specifications and Estimates

The Consultant shall prepare from approved Phase II documents, working drawings and specifications, setting forth in detail the requirements for construction of the entire project.

Construction documents shall comply with all current state and local codes, laws, regulations and requirements applicable to the project. Specific reference is made to procurement requirements of the Build America, Buy America Act of 2022.

The Consultant agrees that the construction drawings shall be of an appropriate scale, measuring 24 inches by 36 inches with a ½ inch border and a binder border of 1-½ inches, and/or as required to meet Agency requirements. Drawings, which have been completed by a computer aided drafting system, shall be presented to the NHFG in a format compatible with Carlson Civil Suite 2020 and in a .pdf format version. Plan Sheets shall be labeled with its corresponding electronic file name and revision date. Specifications and/or reports, which have been completed by a computerized word processing system, shall be presented to the NHFG in Microsoft Office 2016 Word and Microsoft Office 2016 Excel formats. The format and file names shall be clearly identified on the electronic media.

The Consultant shall prepare the technical specifications to utilize as closely as possible the latest Standard Specifications for Road and Bridge Construction established by the New Hampshire Department of Transportation. Specification shall be on "Bond Paper" suitable for reproduction. In addition, an electronic file will be prepared as described above.

Ramp and boat access facility designs and specifications shall conform to recommendations in the latest guidance documents by the States Organization for

Contractor's Initials SH
Date 3/28/23

Boating Access. Facility engineering designs and specifications shall be compliant with current requirements of the Americans with Disabilities Act of 1990 as amended and best practice recommendations by the Architectural and Transportation Barriers Compliance Board and the latest edition of the United States Department of Agriculture "Accessibility Guidebook for Outdoor Recreation and Trails."

The Consultant shall advise promptly the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief of any adjustments to previous statements of probable construction costs indicated by change in program or requirements.

The Consultant shall prepare permit documents and other information in a form and to the specifications required for submission to federal, state and local agencies to establish authorization to proceed with land acquisition, construction, maintenance and other ancillary work to accomplish the NHFG's objectives under the "New Hampshire Statewide Public Boat Access Program."

The Consultant shall cooperate in the evaluation of any changes in the work with the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief.

Phase IV – Site Development Supervision and Project Completion

The Consultant shall be responsible for monitoring any and all phases of a project. Project observation will be provided to ensure that each site development conforms to all federal, state, and local laws and also, conforms to the agreed upon documentation of Phases II and III.

The Consultant may be required to observe a variety of work forces; including sub-contractors, construction crews, state agency construction crews, or municipal construction crews.

A project is completed when it meets with the approval of the NHFG Statewide Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief.

Contractor's Initials JL
Date 5/28/23

EXHIBIT C

TERMS OF PAYMENT

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

The Consultant shall receive payment for services rendered, as detailed in this Exhibit C. In no event shall Consultant receive more than the contract price of $200,000 for work performed pursuant to this Agreement.

1. Contract Price – The Contract is for a two-year period. The Consultant shall be eligible to receive up to $125,000 in the first year of the Contract (July 1, 2023 to June 30, 2024) and up to an additional $75,000 in the second year (July 1, 2024 to June 30, 2025) of the Contract, contingent upon availability and continued appropriations for State Fiscal Years 2024 and 2025. The Consultant may receive the entire year amount or any portion of said amount, depending on services rendered during each contract year. Unused funds from the first year of the Contract may be carried over to the second year of the Contract contingent upon availability and continued appropriations for State Fiscal Years 2024 and 2025.

2. Personnel labor rates shall be invoiced according to the "Contract Rate with 5 percent Inflation" schedule detailed in Exhibit E. These rates shall be in-force without further adjustment for the entire two-year contract period.

3. Vouchers for Payment – The Consultant shall submit vouchers for payment for work satisfactorily completed on a monthly basis. The payment requests for services rendered shall be compiled using the rates shown on the Consultant's fee schedule (i.e., Exhibit E) negotiated for this statewide contract. A copy of the Consultant's fee schedule showing all personnel, a summary of work completed, and timesheet documents shall be included with each request for services rendered.

4. Mileage shall be invoiced at the prevailing Federal Government IRS standard rate in-force at the time of the travel event. (As of January 1, 2023 the rate is $0.655/mile.).

5. All project-related travel expenses shall be limited to, and calculated from the Consultant's or sub-consultant's New Hampshire in-state office location. This condition shall apply to the consultant and any sub-consultant or subcontractor entities with the exception that any current or future team member traveling from outside of the state of NH shall limit invoiced travel expenses to time and mileage along a direct route in one direction only and not for the round trip. Other ancillary expenses for project-related travel outside of New Hampshire (e.g., airfare, hotels, etc.) shall be reviewed in advance by the NH Fish and Game Department (NHFG) and may be approved by the NHFG at its sole discretion on a case-by-case basis.

6. Expenses including mail, photos, Federal Express, reproductions, etc. shall be invoiced at cost and documented by receipt.

7. Inflationary Clause – The cost for professional services and reimbursable direct costs stated above and Exhibit E (i.e., Total Hourly Rate Form) shall not be renegotiated during the term of this contract.

Contractor's Initials JL
Date 3/28/23

EXHIBIT D

FEDERAL AWARD INFORMATION AND COMPLIANCES

This contract is funded, in part, with Federal funds through one or more grants from the Department of the Interior. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

1. Government-wide Debarment and Suspension
This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions
By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

2. Restrictions on Lobbying
This contract is subject to Section 1352, Title 31 of the U.S. Code, as implement at 43 CFR Part 18 New Restrictions on Lobbying. Contractors awarded funds in excess of $100,000, and any sub-contractors awarded funds in excess of $100,000, shall file the declaration required by 31 U.S.C. 1352(b). Each tier certifies to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other covered award. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be made with a completed "Disclosure of Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor Initials: SH
Date: 3/20/23

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387)

The contractor and sub-contractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Contractor Initials: JH
Date: 3/28/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CIVILWORKS HOLDINGS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 28, 2021. 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: **888729**

Certificate Number: **0006201878**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2023.

David M. Scanlan

Secretary of State

CIVILWORKS NEW ENGLAND

181 WATSON ROAD
P.O. BOX 1166
DOVER, NH 03821-1166
PHONE: 603.749.0443 FAX : 603.749.7348

Corporate Resolution – Certification of Vote

I, Joseph Griffin hereby certify that I am duly elected Officer of

Civilworks Holdings, Inc d/b/a Civilworks New England . I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 22,2023,

at which a quorum of the Directors were present and voting.

VOTED: That Stephen Haight, President is

duly authorized to enter into contracts or agreements on behalf of

Civilworks Holdings, Inc d/b/a Civilworks New England with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: March 22, 2023

Attest: Joseph P. Griffin
Joseph Griffin, Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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
John J. Flynn Ins Agy Inc
818 Central Avenue
Dover NH 03820

CONTACT NAME: John Flynn
PHONE (A/C, No, Ext): (603)740-0140 FAX (A/C, No): (603)743-3370
E-MAIL ADDRESS: John.Flynn@Flynninsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MMG Insurance Company	15997
INSURER B: Multiple Companies	00914
INSURER C: Apogee Insurance Group	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Civilworks Holdings, INC.
DBA CIVILWORKS NE & McEneaney Survey Associates
PO BOX 1166
DOVER NH 03821-1166

COVERAGES CERTIFICATE NUMBER: CL22121969446 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		BP13229136	12/30/2022	12/30/2023	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							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
								$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		KA13229220	12/30/2022	12/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Medical payments	$	5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		KU13817047	12/30/2022	12/30/2023	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECAC5P8V	12/30/2022	12/30/2023	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
C	Professional Liability			V25DE4200301	12/30/2022	12/30/2023	Per Occurrence		$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)
New Hampshire Fish & Game Department is additional insured.

CERTIFICATE HOLDER

Statewide Public Boat Access Program
NH Fish & Games DEPT.
11 Hazen Drive
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
John Flynn/SRM

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New Hampshire
Fish and Game Department

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

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

Evaluation/Interview Team Qualifications
For
2023 Engineering Selection

Roger E. Dionne, P.E. Civil Engineer
Title: Public Works Project Manager IV
Education: BS in Civil Engineering, licensed in NH
Experience: 36+ years as Engineer for State of NH for DOT and DAS. Design and construction experience with highways, bridges, buildings, and sitework for various state agencies. Served on multiple interview boards in the past.

Garret W. Graaskamp, P.G. Statewide Public Access Coordinator
Title: Program Specialist IV
Education: MS in Geology, license in NH
Experience: 30+ years as Geologist in private and non-profit sectors performing natural resource assessments and property development; contaminated site assessment and remediation; environmental planning and permitting. Served on interview boards in the past.

Marty Mobley Title: Legal Coordinator
Education: BA in Management
Experience: 15 years legislative and rulemaking experience – 8 years in the Senate, 6 years at the Insurance Department, 1 year with Fish and Game.

Alan Moody Title: Engineering Technician
Experience: 20+ years engineering design and construction of boat ramps for NH Fish & Game, coordination and review of engineering design by others, coordination of environmental permit application. Served on interview boards in the past.

SUMMARY

REQUEST FOR QUALIFICATIONS EVALUATION

2023 Engineering Services Contract Solicitation

CANDIDATE FIRM	Possible Score	Ambit Engineering, Inc.	Civil Works New England	Engineering Ventures PC	GEI Consultants, Inc.	H.L. Tuner Inc.		
Business Documents Present								
Form SF 330	Y/N	Y	Y	Y	Y	Y		
Request for Qualifications Criteria - REVIEWER								
Roger Dionne	115	80	49	91	56	71		
Garret Graaskamp	115	80	76	69	69	77		
Martha Mobley (1)	115	0	0	0	0	0		
Alan Moody	115	91	87	77	82	66		
Average Total	115	83.7	70.7	79	69	71.3		
Rank		1	4	2	5	3		

Note: Unexpected work commitments prevented Ms. Mobley from completing a review of the RFQ documents.

SUMMARY

PRESENTATION/ INTERVIEWS EVAULATION (March 1, 2023)

2023 Engineering Services Contract Solicitation

REVIEWER*	Maximum Score	Ambit Engineering, Inc.	Civilworks New England	Engineering Ventures PC	H.L. Turner Inc.
Roger Dionne	100	77	99	51	68
Garret Graaskamp	100	74	90	54	75
Alan Moody	100	75	88	63	76
Subtotal	**100**	**75.3**	**92.3**	**56.0**	**73.0**
Rank		**2**	**1**	**4**	**3**

* Martha Mobley was not able to interview due to Department representation commitments at the Legislature

S:\Lands Bureau\Statewide Public Access Program\ENGINEERING Services Contract Documents\2023 Contract\2023 4 Interview and Correspondence\Score Sheet-Interview- Summary 2023.xls
Print Date: 3/23/2023

Civilworks New England
181 Watson Road, PO Box 1166, Dover, NH 03821 3/24/2023

EXHIBIT E

NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	*RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)*	*SALARY RATE $*	*AVG 2021/2022 OVERHEAD %*	*FEE %*	*TOTAL RATE/HR*	*CONTRACT RATE W/5% INFL.*	*FOR CONSULTANT COMMITTEE USE ONLY*
1. Principal Engineer 2. Steve Haight, PE	1. Responsible for agreements & QA 2. Company President, PE 36 yrs experience	$57	194	10	$184	$194	
1. Program Manager/ Prin. Cst.Engr. 2. Duncan Mellor, PE	1. Responsible for Program, review, stamping, oversight work products 2. Principal Engineer with 38 yrs experience	$54	194	10	$175	$183	
1. Sr. Proj. Manager 2. Mark Beaudry, PE	1. Closer proximity for SW NH project sites 2. Sr. Engineer with 39 yrs experience	$54	194	10	$175	$183	
1. Proj. Manager 2. Joe Griffin, PE 3. Doug Larosa	1. Responsible for project management, permitting, design, stormwater 2. Experienced project manager, enginer & permitting 3. Experienced project manager, enginer & permitting	$46	194	10	$149	$156	
1. Project Engineer 2. Jase Gregoire, EIT	1. Performing survey, permitting, design, stormwater 2. Experienced project engineer	$36	194	10	$116	$122	
1. Staff Engineer II 2. Mike Menary	1. Performing permitting, design, stormwater 2. Experienced staff engineer	$27	194	10	$87	$92	
1. Staff Engineer I 2. Guillermo Sepulveda	1. Performing survey, permitting & design 2. Staff engineer & surveyor	$24	194	10	$78	$81	
1. Sr. CAD Tech. 2. Shaun DeWolf	1. Drafting, grading 2. Experienced CAD drafter	$29	194	10	$94	$98	
1. CAD Tech., staff surveyor 2. Ken Faucher	1. Drafting, survey crew chief 2. Experienced CAD drafter	$28	194	10	$91	$95	
1. Land Surveyor 2. Kevin McEneaney, LLS 3. David Vincent, LLS	1. Licensed land surveyor responsible for survey products 2. Experienced licensed land surveyor 3. Experienced licensed land surveyor	$47	194	10	$152	$160	
1. Project surveyor 2. Russ Moore	1. Drafting, survey crew chief, datums expert 2. Experienced CAD drafter	$30	194	10	$97	$102	
1.1-man survey crew 2. multiple staff	1. Survey with 1 person crew, (1) survey GPS w hotspot 2. Experienced surveyor	$41	194	10	$133	$139	
1.2-man survey crew 2. multiple staff	1. Survey with 2 person crew, survey GPS or total station 2. Experienced surveyor + staff surveyor	$45	194	10	$146	$153	
1.3-man survey crew 2. multiple staff	1. Survey with 3 person crew, survey GPS and total station 2. Experienced surveyor + 2 staff surveyors	$47	194	10	$152	$160	
1. Sr. Traffic Engineer 2. Dana Lynch, PE	1. Traffic engineering 2. Sr Engineer with 45 yrs experience	$54	194	10	$175	$183	
1. Sr. Civil Engineer, LLS 2. Paul Connolly, PE, LLS	1. Traffic engineering 2. Sr Engineer with 45 yrs experience	$54	194	10	$175	$183	
1. Admininstrative 2. Cheryl Andreason 3. Tom Haight	1. Admin tasks, permit application assembly, filings, book keeping & invoicing	$18	194	10	$58	$61	

SH 3/28/23

John Turner Consulting, Inc.
PO Box 953, North Hampton, NH 03862

3/24/2023

EXHIBIT E

NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	*RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)*	*SALARY RATE*	*OVERHEAD %*	*FEE %*	*TOTAL RATE/HR*	*Contract Rate w5% Infl.*	*FOR CONSULTANT COMMITTEE USE ONLY*
Senior Geotechnical Engineer - PE Steve Lanne, PE	Senior Level Engineer responsible for Geotechnical Design Multi- State PE with 26 years of experience	60	171.23	10	$179.01	$187.96	
Project Manager - Geotechnical Quentyn Guglielmo	Coordinate field and laboratrory services, subcontractors PE in CA, applying for NH - Geotech Engineer with 11 years experience	44.23	171.23	10	$105.69	$110.97	
Staff Geotechnical Engineer Alex Prior	Geotechnical field oversight	35	171.23	10	$104.42	$109.64	
Senior Environmental Engineer - PG Ben Grigas	Desgin sampling program and oversee entire process Professional Geologist with 22 years of experience	60	171.23	10	$179.01	$187.96	
Project Manager - Environmental Craig Sterritt	Coordinate services betweeen client and subs Environmental Scientist with 10 years of experience	50.48	171.23	10	$150.61	$158.14	
Staff Environmental Engineer Matthew Pellerin	Oversee and direct field sampling Environmental Project Manager with 12 years of experience	41.34	171.23	10	$123.34	$129.51	
Assistant Staff Engineer Graham Chag Cheyenne Pelletier	Field Support to the Lead Field Engineer	25	171.23	10	$74.59	$78.32	
1. Clerical Margaret Clark	Clerical Support	30	171.23	10	$89.51	$93.98	
John Turner	President	60	171.23	10	$179.01	$187.96	
	John Turner Consulting Ince PO Box 953 North Hampton, NH 03862						

SH
3/28/23

The Public Archaeology Laboratory, Inc., 26 Main Street, Pawtucket, RI 02860

3/28/2023

EXHIBIT E

NEW HAMPSHIRE FISH AND GAME DEPARTMENT
CONSULTANT SELECTION PROCEDURE
TOTAL HOURLY RATE FORM

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	*RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)*	*SALARY RATE*	*OVERHEAD %*	*FEE %*	*TOTAL RATE/HR*	*CONTRACT RATE W 5% INFLATION*	*FOR CONSULTANT COMMITTEE USE ONLY*
1. Principal Investigator 2. Suzanne Cherau	1. Responsible for oversight of cultural resource surveys. Communication with client, consultation with SHPO and Native American Tribes, research and methodology development as well as project reports. 2. Senior level -Registered Professional Archaeologist, minimum MA and 6 years of experience	$61.77	139.72%	10.00%	$162.88	$171.03	
1. Project Archaeologist 2. Jennifer Banister 3.	1. Responsible for implementation of research and fieldwork and oversight of field crews and report writing 2. Intermediate Level - MA 3 years of experience	$39.61	139.72%	10.00%	$104.45	$109.67	
1. Archaeologist 2. Ted Dattilo 3.	1.Responsible for carrying out fieldwork under the direction of the Project Archaeologist 2. Staff Level - 3 years of Experience	$30.00	139.72%	10.00%	$79.11	$83.06	
1. Laboratory Manager 2. Heather Olson 3.	1. Oversees processing, cataloging, and curation of all recovered cultural material, laboratory staff, and specialized analyses.. 2. Senior Level - Registered Professional Archaeologist	$40.58	139.72%	10.00%	$107.01	$112.36	
1. Laboratory Analyst 2. Kate Erickson 3.	1. Responsible for cataloging cultural material and carrying out laboratory procedures. 2. Intermediate Level - MA 3 years of experience	$36.08	139.72%	10.00%	$95.14	$99.90	
1. Laboratory Assistant 2. Sara Bowen 3.	for final curation and administrative tasks related to laboratory upkeep. 2. Staff Level - 3 years of Experience	$22.28	139.72%	10.00%	$58.75	$61.69	
1. Publication Specialist 2. Gail Van Dyke 3.	1. Responsible for production of reports and QA/QC of products 2.. Intermediate Level - 3years of experience	$42.74	139.72%	10.00%	$112.70	$118.34	
1. GIS Specialist 2. Jane Miller 3.	1. Responsible for all GIS products pre and post fieldwork and facilitates mapping with the client 2. Intermediate Level - 3 years of experience	$44.76	139.72%	10.00%	$118.03	$123.93	
1. CADD Specialist 2. Dana Richardi 3.	1. Responsible for CADD drawings in the report. 2. Staff Level - 3 years of Experience	$30.75	139.72%	10.00%	$81.09	$85.14	

SH 8/28/23

pg 3 of 4.

Exhibit E (continued)

FRAGGLE ROCK ENVIRONMENTAL
Damon E. Burt, CWS, CPESC
38 Garland Road, Strafford, NH 03884
(603) 969-5574
FREnvironmental@gmail.com

March 10, 2023

TO: Duncan Mellor
Civil Works

RE: NH Fish and Game Statewide Public Boat Access Program

Dear Mr. Mellor,

Hourly rate:

Staff Wetland Scientist (NH CWS) - $95.00 per hour x 1.05 = $99.75

Sincerely,

Damon E. Burt

Damon E. Burt, CWS, CPESC
Fraggle Rock Environmental
38 Garland Road
Strafford NH 03884

3/28/23