The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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January 10, 2025

Her Excellency, Governor Kelly A. Ayotte
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Tighe & Bond, Inc., (Vendor Code #223259 B002), Portsmouth, NH in an amount not-to-exceed $1,500,000 to provide as needed engineering and technical support services for the Wastewater Engineering Bureau, effective upon Governor & Council approval through June 30, 2028. 100% CWSRF Loan Management Funds.

Funds are available in the account as follows:

	FY 2025
03-44-44-441018-4788-102-500731	$1,500,000

Dept. of Environmental Services, CWSRF Loan Management, Contracts for Program Services

EXPLANATION

NHDES seeks to contract with Tighe & Bond to provide as needed engineering and technical support services for the Wastewater Engineering Bureau (WWEB). The NHDES WWEB is responsible for regulating the collection and treatment of wastewater across the state to protect public health and the environment. The WWEB ensures wastewater attains a sufficient level of treatment so that it can be released into ground or surface waters by:

- Reviewing and permitting proper design and construction of wastewater treatment facilities (WWTFs).
- Providing technical assistance, operator training, and operator certification.
- Conducting compliance inspections.
- Certifying discharge permits under the federal National Pollutant Discharge Elimination System (NPDES) to ensure that WWTF discharges do not violate applicable state rules and regulations.
- Providing financial assistance in the form of below market interest loans and grants for eligible projects through its Clean Water State Revolving Fund (CWSRF) program. The CWSRF program funds both wastewater and stormwater projects.
- Verifying that industrial discharges to municipal WWTFs do not adversely impact the operation or maintenance of the WWTF.
- Ensuring that all septage and sludge management activities are performed in accordance with State and Federal standards.

In addition to the NHDES WWEB regulatory functions as described above, NHDES WWEB also provides technical assistance services to the regulated entities such as:

- Comprehensive process-level energy audits and implementation technical assistance;
- Climate vulnerability assessments;

- Grants and technical assistance for asset management program development; and
- WWTP operations technical assistance.

The WWEB has recognized the need to have on-call contracts for professional engineering and technical support services for a range of projects beneficial to the NHDES WWEB and its regulated community, as well as other bureaus within NHDES that support the activities of the WWEB. As federal requirements continue to increase, the demand on the CWSRF program continues to increase. To meet the growing demand, and not increase staffing substantially, it is essential to utilize on-call contracts for professional engineering services.

The types of projects that could be assigned may include, but are not limited to:

- Provide engineering services for wastewater and stormwater systems throughout the state in partnership with the WWEB and other bureaus who assist the WWEB, including: planning studies, feasibility studies, rate studies, alternatives analyses, engineering investigations, program reviews, program development, technical reviews, and general design services.
- Perform reviews of existing WWEB programs such as CWSRF (wastewater and stormwater) incentive programs including asset management, energy efficiency (audits and implementation), and planning and make recommendations for improvements.
- Review the existing NHDES WWEB energy benchmarking tool and redevelop the tool into a better, more user-friendly application that can better handle the large data load currently in the tool.
- Assist with development of asset management programs, vulnerability assessments and adaptation plans, hazard mitigation plans, emergency response plans and standard operating procedures.
- Develop public education and outreach materials for NHDES as well as for its regulated communities and stakeholders on a variety of topics, including but not limited to: rate setting, permit requirements, wastewater infrastructure and processes, sustainability topics, public use of sewer systems, etc.

The procurement process for this contract, further detailed in Attachment A, was conducted in accordance with NH RSA 21-I:22 by issuing a Request for Qualifications (RFQ), internal review and approval of qualifications, and ranking of the most qualified firms. The RFQ was posted on the State's Administrative Services Purchase and Property website as well as emailed to all the Consulting Engineering Firms listed on the NHDES Roster of Prequalified Licensed Engineering Firms at that time. Eight firms responded to the solicitation and were independently evaluated by the Selection Team (Team). Six firms were shortlisted for interviews. Based upon their superior proposals and interviews, the breadth of technical experience and expertise, and in recognition of the various initiatives that the WWEB will be undertaking over the next four years, the Team unanimously recommended that the WWEB enter a contract with the top three highest ranking firms. Tighe & Bond was one of the three firms.

NHDES has negotiated terms and conditions for the services to be provided, billing rates and conditions, and a not-to-exceed cost for this contract with Tighe & Bond. The contract has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

Attachment A
Wastewater Engineering Bureau As-needed Engineering and Technical Support Services Agreement
Rankings for Firms Responding to Request for Qualifications

Written Submittal Ranking

RFQ Respondent Firm	Selection Criteria #1 Experience (35 Points)	Selection Criteria #2 Project Team (25 points)	Selection Criteria #3 Community Engagement (15 Points)	Selection Criteria #4 Project Management (15 Points)	Selection Criteria #5 Qualifications Submittal (10 Points)	Max Total (100 Points)	Rank
Arcadis	35	25	15	15	10	100	1
Tighe & Bond	33	25	14	14	10	96	2
Wright-Pierce	30	23	15	13	10	91	3
Weston & Sampson	32	21	14	13	10	90	4
AECOM	31	22	13	13	10	89	5
HDR	28	19	12	13	10	82	6
Kimley-Horne	25	20	12	12	10	79	7
Environmental Partners	25	20	10	12	10	77	8

Interview Ranking

RFQ Respondent Firm	Rank
Arcadis	1
Tighe & Bond	2
Wright-Pierce	3
Weston & Sampson	4
AECOM	5
HDR	6
Kimley-Horne	Interview Not Offered
Environmental Partners	Interview Not Offered

Overall Ranking

RFQ Respondent Firm	Submittal Ranking (40%)	Interview Ranking (60%)	Overall Rank
Arcadis	1	1	1
Tighe & Bond	2	2	2
Wright-Pierce	3	3	3
AECOM	5	4	4
Weston & Sampson	4	5	5
HDR	6	6	6
Kimley-Horne	7	Interview Not Offered	7
Environmental Partners	8	Interview Not Offered	8

Selection Team Members

Name	Title	Bureau	Years of Service
Tracy Wood	Administrator, WWEB	Wastewater Engineering Bureau	17
Dennis Greene	Planning & Design Section Supervisor	Wastewater Engineering Bureau	9
Sarah Ridyard	Sustainability Engineer	Wastewater Engineering Bureau	2

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Tighe & Bond, Inc.		1.4 Contractor Address 53 Southampton Road, Westfield, MA 01085 (corporate) 177 Corporate Dr, Portsmouth, NH 03801 (local Office)	
1.5 Contractor Phone Number 413-562-1600	1.6 Account Unit and Class 03-44-44-441018-4788-102-500731	1.7 Completion Date 6/30/2028	1.8 Price Limitation $1,500,000
1.9 Contracting Officer for State Agency Tracy Wood, Administrator		1.10 State Agency Telephone Number (603) 271-2001	
1.11 Contractor Signature April Lassard Date: 11/5/2024		1.12 Name and Title of Contractor Signatory April S. Lassard, Vice President	
1.13 State Agency Signature Robert Scott Date: 12/6/24		1.14 Name and Title of State Agency Signatory Robert Scott, Commissioner	
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: Kelly Lovato Kelly Lovato On: 12/20/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date 11/5/2024

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, 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 1.13 ("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.

3.3 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. 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 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 provided in EXHIBIT B, in whole or in part, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

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EXHIBIT A
SPECIAL PROVISIONS

Add the following new sections to the end of the General Provisions:

27. STANDARD OF CARE. The Contractor shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of New Hampshire.

28. ACCESS. The State shall arrange for reasonable access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

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EXHIBIT B
SERVICES

1. WORK TO BE PERFORMED BY THE CONTRACTOR

1.1 Work Program: The Work Program, as described below in Section 2, contains certain technical and professional activities to be performed with the funds pursuant to this Agreement.

1.2 Contractor Assurance: Tighe & Bond, Inc. heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the New Hampshire Department of Environmental Services (NHDES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).

1.3 Work Products: All materials, maps, plans, reports, specifications, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to NHDES on or before the due dates, and in the number of copies and format specified in the Work Program.

2. WORK PROGRAM

2.1 Title: As-needed Engineering and Technical Support Services Agreement.

2.2 Study Areas: Publicly owned wastewater treatment facilities and wastewater and stormwater collection systems throughout the state and programs that serve these systems managed by the NHDES Wastewater Engineering Bureau (WWEB).

2.3 Objective: The purpose of this agreement is to provide "as-needed" engineering and related technical assistance services for projects related to programs managed by NHDES as well as publicly owned wastewater treatment facilities and wastewater and stormwater collection systems throughout the state.

2.4 Background/Description: The NHDES WWEB is responsible for regulating the collection and treatment of wastewater across the state to protect public health and the environment. The WWEB ensures wastewater attains a sufficient level of treatment so that it can be released into ground or surface waters by:

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- Reviewing and permitting proper design and construction of wastewater treatment facilities (WWTFs).
- Providing technical assistance, operator training, and operator certification.
- Conducting compliance inspections.
- Certifying discharge permits under the federal National Pollutant Discharge Elimination System (NPDES) to ensure that WWTF discharges do not violate applicable state rules and regulations.
- Providing financial assistance in the form of below market interest loans and grants for eligible projects through its Clean Water State Revolving Fund (CWSRF) program. The CWSRF program funds both wastewater and stormwater projects.
- Verifying that industrial discharges to municipal WWTFs do not adversely impact the operation or maintenance of the WWTF.
- Ensuring that all septage and sludge management activities are performed in accordance with State and Federal standards.

In addition to the NHDES WWEB regulatory functions as described above, NHDES WWEB also provides technical assistance services to the regulated entities such as:

- Comprehensive process-level energy audits and implementation technical assistance;
- Climate vulnerability assessments;
- Grants and technical assistance for asset management program development; and
- WWTP operations technical assistance.

The WWEB has recognized the need to have on-call contracts for professional engineering and technical support services for a range of projects beneficial to the NHDES WWEB and its regulated community, as well as other bureaus within NHDES that support the activities of the WWEB.

2.5 Task Orders: Project specific Tasks Orders will be formulated by a scope of work for each individual project. When NHDES has need for engineering or technical support services, NHDES shall contact the Contractor in writing to request a proposed scope of work. An email message from NHDES shall be considered a request in writing. The Contractor shall have up to two weeks from the date of

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the request to provide a proposed scope of work with costs based on approved Contractor Labor Rates and Contractor Labor Categories in Table C-1 of Exhibit C and Contractor provided costs for subcontractors and expenses, and shall include a timeline for delivery of work products designated in the proposed Task Order, unless otherwise mutually agreed to in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). Upon receipt of a proposed scope of work, NHDES will review the extent of engineering and/or technical support services needed for each Task Order and negotiate a final scope of work with the Contractor for the tasks, time frame and costs involved. The Contractor is not authorized to commence work, or invoice for costs, on the scope of work until it is approved in writing by NHDES. An email message from NHDES shall be considered an approval in writing. The Contractor will complete the scope of work within the time frame agreed to in each individual Task Order unless otherwise mutually agreed to in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). Electronic submittals and hard copies shall be required under this contract for all technical documents and work products prepared for each assignment, including but not limited to engineering computer models and associated electronic files, CAD files, shape files, GIS files, reports, spreadsheets and memorandums. Each scope of work and budget shall include the costs for preparation and submission of letters, documents, maps, models, plans, specifications, diagrams, site-specific scopes of work, detailed budgets, invoices, and data in acceptable electronic format(s). All electronic submissions shall be searchable and editable by the WWEB, without the requirement to purchase additional software. All deliverables will be submitted to NHDES for review prior to final approval. The types of services required may include, but are not necessarily limited to, any combination of the following:

- Provide engineering services for wastewater systems throughout the state in partnership with the WWEB, including planning studies, feasibility studies, rate studies, alternatives analyses, engineering investigations, program reviews, program development, technical reviews, general design services, and preliminary and/or final design for upgrades to the Franklin Training Center located at the Winnipesaukee River Basin Program (WRBP), a NHDES owned and operated regional WWTF.
- Provide engineering services for stormwater systems throughout the state in partnership with the WWEB and the Watershed Management Bureau (WMB), including planning studies, feasibility studies, rate studies, alternatives analyses, engineering investigations, program reviews, program development, and technical reviews. In addition, assistance in reviewing design plans, basis of design reports, and other planning reports.

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- Prepare templates, guidance documents, and other materials, and provide assistance with the preparation of education and outreach efforts pertaining the 2017 NH Small MS4 General Permit (or most current permit).
- Perform reviews of existing WWEB programs such as CWSRF (wastewater and stormwater) incentive programs including asset management, energy efficiency (audits and implementation), and planning and make recommendations for improvements. Review of federal guidelines and requirements as well as elements of other state programs would be anticipated as part of these reviews.
- Development of asset management programs for communities with clean water (wastewater and stormwater) infrastructure on an individual municipality, regional, state-wide, or other basis. GIS mapping may be included.
    - Development of asset management programs would be in accordance with the most current CWSRF Asset Management Grant Guidance Document and include all required core elements.
- Perform vulnerability assessments and develop adaptation plans for NHDES-selected publicly-owned wastewater utilities to better understand the specific impacts of natural hazards and climate change on their wastewater and drinking water infrastructure. Additional related tasks include vulnerability assessment integration with asset management programs and providing additional design review from a resiliency perspective of wastewater infrastructure projects submitted to WWEB and provide recommendations for implementation.
- Review the existing NHDES WWEB energy benchmarking tool and redevelop the tool into a better, more user-friendly software that can handle the large data load currently in the tool.
- Provide technical assistance to NHDES and/or its regulated community on behalf of NHDES such as to disadvantaged communities. Assistance to NH communities may include providing assistance in preparing applications for funding or reviewing rate structures and making recommendations.
- Develop public education and outreach materials for NHDES as well as for its regulated communities and stakeholders on a variety of topics, including but not limited to rate setting, wastewater infrastructure and processes, sustainability topics, public use of sewer systems, etc.
- Assisting municipalities with the development of Emergency Response Plans and Standard Operating Procedures for their WWTFs.
- Assisting municipalities with inclusion of wastewater infrastructure in Hazard Mitigation Plans through coordination with Regional Planning Commissions and municipal emergency management personnel.

Contractor Initials
Date 11/5/2024

General work tasks include:

- Prepare scopes of services upon request for specific projects, within two weeks of request unless otherwise mutually agreed to by all parties.
- Conduct work under the scope of services agreements in the agreed-upon time frame and budget unless otherwise mutually agreed to by all parties.
- Prepare and submit reports, forms, and other documentation as described in the scope of work.

2.6 Subcontractors: The Contractor may use subcontractor(s) where reasonable, appropriate and consistent with industry practice as indicated herein:

- Work shall not be assigned to a subcontractor without prior approval of NHDES.
- The Contractor shall be fully responsible to the State for an acts, errors and omissions of subcontractor(s).
- Subcontractor(s) shall be bound by the same terms and conditions as those that bind the Contractor to the State, but there shall be no direct contractual relationship between the subcontractor(s) and the State.
- The State reserves the right to negotiate subcontractor service markup rates and qualifications. The Contractor shall be responsible for delivering all reports and documentation generated by any subcontractor.

2.7 The State's Responsibilities: The State shall be responsible for providing the Contractor with the following:

- Assist the Contractor by placing at their disposal all available information pertinent to the assigned Task Order including all reports, studies, and other information relative to the site.
- Make provisions for the Contractor to enter upon NHDES owned properties to perform the work assigned under this agreement.
- Provide other assistance as needed to facilitate the completion of assigned work in a timely and cost-effective manner.

2.8 Schedule for Reports, Forms, and other Documentation: Reports, forms, and other documentation will be compiled and presented as described in project specific scopes of work.

Contractor Initials
Date 4/5/2024

2.9 Final Report Format: Electronic copies of all reports, forms and other documentation shall be provided to NHDES.

2.10 Program Administration: The Contractor will meet or conference call with NHDES WWEB staff at the request of NHDES as needed throughout each project.

2.11 Project Duration: Governor and Council approval through June 30, 2028.

Contractor Initials
Date 11/5/2024

EXHIBIT C
AGREEMENT PRICE, METHOD, AND TERMS OF PAYMENT

1. PROGRAM COSTS AND REVIEW

1.1 Program Costs: As used in this Agreement, the term "program costs" shall mean all expenses directly or indirectly incurred by Tighe & Bond, Inc., heretofore referred to as the "Contractor", in the performance of the program activities, as determined by the New Hampshire Department of Environmental Services (NHDES) to be eligible and allowable for payment in accordance with this Agreement and scopes of services approved under the provisions of this Agreement. The total charges for all scopes of services agreed to under this Agreement shall not exceed $1,500,000.00.

1.2 Payment of Program Costs: Subject to the terms and conditions of this agreement, NHDES agrees to pay the Contractor all allowable program costs, provided, however, that in no event shall the total of all payments made by the NHDES pursuant to this Agreement exceed the amount of the contract price as set out in paragraph 1.8 of the General Provisions and that the program costs have been incurred prior to the completion date. Program costs may be paid if requested within 90 days after the completion date.

1.3 Payment of Reimbursable Program Costs: NHDES agrees to reimburse the Contractor for program costs, except that program costs may be retained until the NHDES determines that a particular program activity or portion of the program activity hereunder has been satisfactorily completed.

1.4 Conditions Precedent to Payment: Notwithstanding the foregoing provisions of this Section or anything to the contrary contained herein, it is understood and agreed that each payment shall be conditioned upon NHDES's determination that the project activities have been and are being performed in a satisfactory manner.

1.5 Review by NHDES; Disallowance of Costs: At any time during the performance of the program activities, and upon receipt of any interim work products, progress reports, final work products, or an audited financial report, NHDES may review all program costs incurred by the Contractor and all payments made to date. Upon such review NHDES shall disallow any expense items which are not allowable or are determined to be in excess of actual expenditures and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If NHDES disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

Contractor Initials _____
Date 11/5/2024

If payment has been made with respect to costs that are subsequently disallowed, NHDES may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Contractor refund to the NHDES the amount of the disallowed costs.

2. PAYMENT PROCEDURE

NHDES shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements and in accordance with the Contractor's Table of Rates:

Reimbursement requests for program costs shall be made by the Contractor. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

Contractor Initials _____
Date 11/5/2024

NHDES WWEB
On-Call General Engineering and Technical Support Services
2025 MAXIMUM HOURLY RATE SCHEDULE

TECHNICAL PROFESSIONALS	
Senior Vice President	$330.00
Vice President	$290.00
Safety & Health Director	$250.00
Senior Consultant	$260.00
Principal Landscape Architect	$220.00
Principal Engineer	$250.00
Senior Project Manager	$250.00
Project Manager 2	$220.00
Project Manager 1	$180.00
Senior Landscape Architect 2	$190.00
Senior Landscape Architect 1	$180.00
Senior Engineer 2	$215.00
Senior Engineer 1	$200.00
Senior MEP Professional 2	$215.00
Senior MEP Professional 1	$200.00
Project Engineer 2	$170.00
Project Engineer 1	$160.00
Project MEP Professional 2	$170.00
Project MEP Professional 1	$160.00
Project Landscape Architect 2	$170.00
Project Landscape Architect 1	$160.00
Staff Engineer 3	$150.00
Staff Engineer 2	$140.00
Staff Engineer 1	$130.00
Landscape Designer 2	$150.00
Landscape Designer 1	$140.00
Principal Planner	$200.00
Senior Planner	$195.00
Project Planner	$150.00
Planner 2	$140.00
Planner 1	$120.00
Resident Engineer	$190.00
Construction Observer 3	$155.00
Construction Observer 2	$140.00
Construction Observer 1	$115.00

TECHNICAL PROFESSIONALS	
Principal Compliance Specialist	$235.00
Senior Compliance Specialist 2	$195.00
Senior Compliance Specialist 1	$170.00
Project Compliance Specialist 2	$155.00
Project Compliance Specialist 1	$145.00
Compliance Specialist 2	$120.00
Compliance Specialist 1	$105.00
Senior Environmental Professional	$270.00
Principal Environmental Scientist	$220.00
Senior Environmental Scientist 2	$195.00
Senior Environmental Scientist 1	$170.00
Senior Data Management Specialist 1	$170.00
Project Environmental Scientist 2	$155.00
Project Environmental Scientist 1	$145.00
Environmental Scientist 2	$120.00
Environmental Scientist 1	$110.00
GIS PROFESSIONALS	
GIS Technical Director	$250.00
GIS Project Manager 2	$200.00
GIS Project Manager 1	$170.00
Senior Development Engineer	$215.00
Senior GIS Analyst 2	$195.00
Senior GIS Analyst 1	$165.00
GIS Analyst 2	$145.00
GIS Analyst 1	$125.00
GIS Technician 2	$105.00
GIS Technician 1	$90.00
SUPPORT	
Digital Project Manager	$220.00
Digital Project Specialist	$160.00
BIM Manager	$195.00
CAD Manager	$195.00
Senior Designer	$170.00
Senior Drafter/Designer	$155.00
Drafter/Designer	$140.00
Remediation Technician 2	$115.00
Remediation Technician 1	$105.00
Intern	$80.00
Administrative Support	$90.00

EXPENSES

1. Automobile transportation expenses for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. **The above rates are the maximum rates for each category; staff members falling below the maximum rates will be invoiced at their actual billing rates based on direct labor, plus overhead at the current FAR Audited rate, and a maximum profit percentage of twelve (12%) percent. Rates are effective until December 31, 2025.**

NHDES WWEB

On-Call General Engineering and Technical Support Services

2026 MAXIMUM HOURLY RATE SCHEDULE

TECHNICAL PROFESSIONALS	
Senior Vice President	$340.00
Vice President	$300.00
Safety & Health Director	$260.00
Senior Consultant	$270.00
Principal Landscape Architect	$230.00
Principal Engineer	$260.00
Senior Project Manager	$260.00
Project Manager 2	$230.00
Project Manager 1	$190.00
Senior Landscape Architect 2	$200.00
Senior Landscape Architect 1	$185.00
Senior Engineer 2	$225.00
Senior Engineer 1	$210.00
Senior MEP Professional 2	$225.00
Senior MEP Professional 1	$210.00
Project Engineer 2	$175.00
Project Engineer 1	$165.00
Project MEP Professional 2	$175.00
Project MEP Professional 1	$165.00
Project Landscape Architect 2	$175.00
Project Landscape Architect 1	$165.00
Staff Engineer 3	$155.00
Staff Engineer 2	$145.00
Staff Engineer 1	$135.00
Landscape Designer 2	$155.00
Landscape Designer 1	$145.00
Principal Planner	$210.00
Senior Planner	$205.00
Project Planner	$160.00
Planner 2	$145.00
Planner 1	$125.00
Resident Engineer	$195.00
Construction Observer 3	$160.00
Construction Observer 2	$145.00
Construction Observer 1	$120.00

TECHNICAL PROFESSIONALS	
Principal Compliance Specialist	$245.00
Senior Compliance Specialist 2	$205.00
Senior Compliance Specialist 1	$175.00
Project Compliance Specialist 2	$160.00
Project Compliance Specialist 1	$150.00
Compliance Specialist 2	$125.00
Compliance Specialist 1	$110.00
Senior Environmental Professional	$280.00
Principal Environmental Scientist	$230.00
Senior Environmental Scientist 2	$205.00
Senior Environmental Scientist 1	$175.00
Senior Data Management Specialist 1	$175.00
Project Environmental Scientist 2	$160.00
Project Environmental Scientist 1	$150.00
Environmental Scientist 2	$125.00
Environmental Scientist 1	$115.00
GIS PROFESSIONALS	
GIS Technical Director	$260.00
GIS Project Manager 2	$210.00
GIS Project Manager 1	$175.00
Senior Development Engineer	$225.00
Senior GIS Analyst 2	$205.00
Senior GIS Analyst 1	$170.00
GIS Analyst 2	$150.00
GIS Analyst 1	$130.00
GIS Technician 2	$110.00
GIS Technician 1	$95.00
SUPPORT	
Digital Project Manager	$230.00
Digital Project Specialist	$170.00
BIM Manager	$205.00
CAD Manager	$205.00
Senior Designer	$175.00
Senior Drafter/Designer	$160.00
Drafter/Designer	$145.00
Remediation Technician 2	$120.00
Remediation Technician 1	$110.00
Intern	$85.00
Administrative Support	$90.00

EXPENSES

1. Automobile transportation expenses for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. **The above rates are the maximum rates for each category; staff members falling below the maximum rates will be invoiced at their actual billing rates based on direct labor, plus overhead at the current FAR Audited rate, and a maximum profit percentage of twelve (12%) percent. Rates are effective until December 31, 2026.**

NHDES WWEB

On-Call General Engineering and Technical Support Services

2027 MAXIMUM HOURLY RATE SCHEDULE

TECHNICAL PROFESSIONALS	
Senior Vice President	$350.00
Vice President	$310.00
Safety & Health Director	$270.00
Senior Consultant	$280.00
Principal Landscape Architect	$240.00
Principal Engineer	$270.00
Senior Project Manager	$270.00
Project Manager 2	$240.00
Project Manager 1	$200.00
Senior Landscape Architect 2	$210.00
Senior Landscape Architect 1	$190.00
Senior Engineer 2	$235.00
Senior Engineer 1	$220.00
Senior MEP Professional 2	$235.00
Senior MEP Professional 1	$220.00
Project Engineer 2	$185.00
Project Engineer 1	$170.00
Project MEP Professional 2	$185.00
Project MEP Professional 1	$170.00
Project Landscape Architect 2	$185.00
Project Landscape Architect 1	$170.00
Staff Engineer 3	$160.00
Staff Engineer 2	$150.00
Staff Engineer 1	$140.00
Landscape Designer 2	$160.00
Landscape Designer 1	$150.00
Principal Planner	$220.00
Senior Planner	$215.00
Project Planner	$165.00
Planner 2	$150.00
Planner 1	$130.00
Resident Engineer	$200.00
Construction Observer 3	$165.00
Construction Observer 2	$150.00
Construction Observer 1	$125.00

TECHNICAL PROFESSIONALS	
Principal Compliance Specialist	$265.00
Senior Compliance Specialist 2	$215.00
Senior Compliance Specialist 1	$180.00
Project Compliance Specialist 2	$165.00
Project Compliance Specialist 1	$155.00
Compliance Specialist 2	$130.00
Compliance Specialist 1	$115.00
Senior Environmental Professional	$290.00
Principal Environmental Scientist	$240.00
Senior Environmental Scientist 2	$215.00
Senior Environmental Scientist 1	$185.00
Senior Data Management Specialist 1	$185.00
Project Environmental Scientist 2	$170.00
Project Environmental Scientist 1	$160.00
Environmental Scientist 2	$130.00
Environmental Scientist 1	$120.00
GIS PROFESSIONALS	
GIS Technical Director	$270.00
GIS Project Manager 2	$220.00
GIS Project Manager 1	$185.00
Senior Development Engineer	$235.00
Senior GIS Analyst 2	$215.00
Senior GIS Analyst 1	$175.00
GIS Analyst 2	$155.00
GIS Analyst 1	$135.00
GIS Technician 2	$115.00
GIS Technician 1	$100.00
SUPPORT	
Digital Project Manager	$240.00
Digital Project Specialist	$180.00
BIM Manager	$215.00
CAD Manager	$215.00
Senior Designer	$180.00
Senior Drafter/Designer	$165.00
Drafter/Designer	$150.00
Remediation Technician 2	$125.00
Remediation Technician 1	$115.00
Intern	$85.00
Administrative Support	$90.00

EXPENSES

1. Automobile transportation expenses for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. **The above rates are the maximum rates for each category; staff members falling below the maximum rates will be invoiced at their actual billing rates based on direct labor, plus overhead at the current FAR Audited rate, and a maximum profit percentage of twelve (12%) percent. Rates are effective until December 31, 2027.**

NHDES WWEB
On-Call General Engineering and Technical Support Services
2028 MAXIMUM HOURLY RATE SCHEDULE

TECHNICAL PROFESSIONALS	
Senior Vice President	$355.00
Vice President	$315.00
Safety & Health Director	$275.00
Senior Consultant	$285.00
Principal Landscape Architect	$245.00
Principal Engineer	$275.00
Senior Project Manager	$275.00
Project Manager 2	$245.00
Project Manager 1	$205.00
Senior Landscape Architect 2	$215.00
Senior Landscape Architect 1	$194.00
Senior Engineer 2	$240.00
Senior Engineer 1	$225.00
Senior MEP Professional 2	$240.00
Senior MEP Professional 1	$225.00
Project Engineer 2	$190.00
Project Engineer 1	$175.00
Project MEP Professional 2	$190.00
Project MEP Professional 1	$175.00
Project Landscape Architect 2	$190.00
Project Landscape Architect 1	$175.00
Staff Engineer 3	$165.00
Staff Engineer 2	$155.00
Staff Engineer 1	$145.00
Landscape Designer 2	$165.00
Landscape Designer 1	$155.00
Principal Planner	$225.00
Senior Planner	$220.00
Project Planner	$170.00
Planner 2	$155.00
Planner 1	$135.00
Resident Engineer	$205.00
Construction Observer 3	$170.00
Construction Observer 2	$155.00
Construction Observer 1	$130.00

TECHNICAL PROFESSIONALS	
Principal Compliance Specialist	$275.00
Senior Compliance Specialist 2	$220.00
Senior Compliance Specialist 1	$185.00
Project Compliance Specialist 2	$170.00
Project Compliance Specialist 1	$160.00
Compliance Specialist 2	$135.00
Compliance Specialist 1	$120.00
Senior Environmental Professional	$295.00
Principal Environmental Scientist	$245.00
Senior Environmental Scientist 2	$220.00
Senior Environmental Scientist 1	$190.00
Senior Data Management Specialist 1	$190.00
Project Environmental Scientist 2	$175.00
Project Environmental Scientist 1	$165.00
Environmental Scientist 2	$135.00
Environmental Scientist 1	$125.00
GIS PROFESSIONALS	
GIS Technical Director	$275.00
GIS Project Manager 2	$225.00
GIS Project Manager 1	$190.00
Senior Development Engineer	$240.00
Senior GIS Analyst 2	$220.00
Senior GIS Analyst 1	$180.00
GIS Analyst 2	$160.00
GIS Analyst 1	$140.00
GIS Technician 2	$120.00
GIS Technician 1	$105.00
SUPPORT	
Digital Project Manager	$245.00
Digital Project Specialist	$185.00
BIM Manager	$220.00
CAD Manager	$220.00
Senior Designer	$185.00
Senior Drafter/Designer	$170.00
Drafter/Designer	$155.00
Remediation Technician 2	$130.00
Remediation Technician 1	$120.00
Intern	$90.00
Administrative Support	$95.00

EXPENSES

1. Automobile transportation expenses for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. **The above rates are the maximum rates for each category; staff members falling below the maximum rates will be invoiced at their actual billing rates based on direct labor, plus overhead at the current FAR Audited rate, and a maximum profit percentage of twelve (12%) percent. Rates are effective until June 30, 2028.**

Tighe&Bond

CERTIFICATE OF CORPORATE SECRETARY

I, Peter J. Grabowski, hereby certify that I am Corporate Secretary of Tighe & Bond, Inc. and that the following vote was duly adopted by the Board of Directors of the Corporation on November 30, 2023.

VOTED:

That Robert S. Belitz, Richard J. Benevento, John W. Block, Christopher C. Bone, Douglas G. Cheppo, Jason L. Curtis, Peter B. Galant, Peter J. Grabowski, Francis J. Hoey, III, Tiffany T. Labrie, April S. Lassard, William P. Mertz, Miles H. Moffatt, Daniel P. Rukakoski, Peter M. Valinski, and Joseph P. Viamari, acting singly, be and are hereby authorized and directed for and on behalf of the Corporation, to negotiate, enter into, execute, and deliver any and all proposals, agreements and contracts, required by the Corporation in the performance of all of its services, and all other related matters in the ordinary course of the Corporation's business, such proposals, agreements and contracts to be on and subject to such terms as said signatory may deem necessary or appropriate and in the best interest of the Corporation; the execution and delivery of same to be conclusive evidence that such proposals, agreements and contracts and terms and conditions thereof are binding on the Corporation and authorized by this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this 5th day of November, 2024.

Peter J. Grabowski
Corporate Secretary

TIGHE & BOND, INC. CORPORATE SEAL 1948

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 TIGHE & BOND, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 12, 1984. 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: **77856**

Certificate Number: **0006790344**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of October A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2024

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

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

PRODUCER
Brown & Brown of MA
107 Audubon Rd
Wakefield MA 01880

CONTACT NAME: Matthew Mullard
PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5483
E-MAIL ADDRESS: matt.mullard@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Indemnity Company	25658
INSURER B:	The Phoenix Insurance Company	25623
INSURER C:	Travelers Property Casualty Company of America	25674
INSURER D:	Travelers Casualty and Surety Company	19038
INSURER E:	XL Specialty Insurance Company	37885
INSURER F:		

INSURED
Tighe & Bond, Inc.; T&B Engineering and Landscape Architecture PC
Tighe & Bond Designer Services Inc; Tighe & Bond Studio Inc
53 Southampton Road
Westfield MA 01085

COVERAGES CERTIFICATE NUMBER: 2024 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 [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6803L850582	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA0R112212	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP6N395203	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	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		UB4N087733	05/01/2024	05/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Arch/Eng Prof Liab Incl Pollution			DPR5027713	04/14/2024	04/14/2025	PER CLAIM AGGREGATE	5,000,000 10,000,000

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

State of New Hampshire is included as additional insured per written contract under the general and auto liability policies subject to same termsand conditions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Environmental Services
29 Hazen Drive POB 95
Concord NH 03302-0095

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

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