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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

David J. Mikolaities, Major General
The Adjutant General

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Nicole Desilets-Bixler
Deputy Adjutant General

March 6, 2025

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to enter into a contract agreement with Vanasse Hangen Brustlin (VC #174584), Watertown, MA, in the amount of \$85,000.00 to perform natural resources services across NHARNG properties throughout the State, with the option to renew for two additional one-year periods, effective upon Governor and Council approval through April 9, 2027.
100% Federal Funds.

Funds are available in the SFY2025 operating budget and contingent upon the continued appropriations with the authority to adjust between fiscal years through the budget office if needed and justified.

02-12-12-120010-22620000- Environmental

	FY 2025	FY2026
102-500731 – Contracts for Program Services	\$42,500.00	\$42,500.00

EXPLANATION

The NH Department of Military Affairs and Veterans Services (DMAVS) owns and operates Readiness Centers and Field Maintenance Shops throughout the state, The State Military Reservation (SMR) in Concord, The Edward Cross Training Complex (ECTC) in Pembroke, and the New Hampshire National Guard Training Site (NHNGTS) in Center Strafford. The SMR, ECTC, and NHNGTS are sites with significant natural resources, as such, DMAVS is required to develop and implement an Integrated Natural Resource Management Plan (INRMP) in accordance with the Sikes Act. DMAVS and the New Hampshire Army National Guard (NHARNG) are also required to comply with the federal Endangered Species Act, NH Endangered Species Conservation Act, and NH Native Plant Protection Act, along with various other permitting programs for construction, maintenance, and operations of their properties. This contract will provide for required planning level surveys, species monitoring, INRMP revisions, geographic information system data collection and maintenance as well as other natural resources services to support implementation of the INRMP, legal requirements for construction, operation and maintenance of the facilities and required permitting.

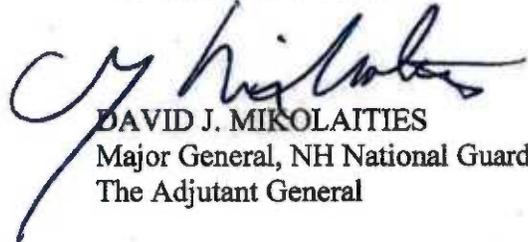
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DMAVS solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on November 13, 2024. Four proposals were received prior to the closing date, and all were considered qualified. Vanasse Hangen Brustlin was awarded this contract based upon the scoring criteria outlined in the RFP. This contract is for an initial period from Governor and Executive Council approval through April 9, 2027, with the option for two, one-year renewals based upon satisfactory completion of each contract year, contingent upon Governor and Executive Council approval as well as availability of federal funds.

DMAVS provides support of various programs for the New Hampshire National Guard (NHNG) under Cooperative Agreement General Terms and Conditions (GT&C). In accordance with Appendix 2 of the GT&C, "ARNG Environmental Programs Resource Management", the State is responsible for initiating environmental programs, projects, and services necessary to comply with applicable Department of the Army, National Guard Bureau, Army National Guard, Department of Defense, federal, state, and local environmental regulations. If funding for this contract is not approved by the Governor and Executive Council, DMAVS will be unable to fulfil the terms of the GT&C Appendix 2.

This contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,



DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

RFP-DMAVS-2025-03
NATURAL RESOURCES SERVICES

RATING SUMMARY OF QUALIFIED PROPOSALS

SCORECARD: DMAVS RFP 2025-03	Vendor 1 VHB	Vendor 2 SWCA	Vendor 3 Moosewood Ecological LLC	Vendor 4 BSC
Company Profile (10 points): The Company Profile will be evaluated to determine if the company has the capabilities to perform the full scope of services including whether the company is large enough to perform multiple projects at once, the contract administrator has the demonstrated ability to perform management oversight and project managers are experienced in the size and scope of the projects.	10	10	8	9
Planning Level Survey Qualifications (20 points): Resumes/Qualifications of the principal individual(s) to be employed as part of the services will be evaluated. Resumes and qualification should include evidence of that the individuals proposed to conduct PLSs for one or more of the species groups identified have experience with that group. Experience conducting PLSs for military, Army and National Guard installations will be given extra consideration.	19	18	13	17
Planning Level Survey variety (20 points): Proposals will be evaluated to consider the variety of PLS that the company can perform. Proposal and resumes will be evaluated to determine the variety of PLS that can be performed with company staff.	20	17	15	18
Biological Assessment/Evaluations Qualifications (10 points): Resumes and qualification of the principal individual(s) expected to prepare Biological Assessment/ Evaluations in accordance with 50 CFR 402 will be evaluated. Resumes and qualification should include evidence that the individuals proposed to prepare Biological Assessments/ Evaluation have experience preparing Biological Assessments/ Evaluations. Experience performing Biological Assessment/ Evaluations specifically for military, Army and National Guard installations will be given extra consideration.	10	8	5	7
Species Monitoring (20 points): Resumes/ Qualifications of the principal individual(s) to be employed to conduct species monitoring. Resumes and qualification should include evidence that the individuals proposed to conduct species monitoring have experience conducting biological monitoring.	19	18	13	16
INRMP Revisions (10 Points): Resumes/Qualifications of the principal individual(s) to be employed as to INRMP Revisions. Resumes and qualification should include evidence that the individuals have experience providing INRMP preparation or revision experience. Experience specifically relevant to Army and National Guard installations will be given extra consideration.	7	9	4	4
Geographic Information System (GIS) Data Development (20 points): Resumes/Qualifications of principal Individuals to be employed as part of the GIS services will be evaluated. Experience developing GIS data specifically for military, Army and National Guard installations will be given extra consideration. Example projects with GIS products will be reviewed as part of this scoring.	18	18	16	13
Example Planning Level Survey Review (20 Points): Each of the three evaluators will review the example PLS report. The evaluators will consider ease of reading, clarity, attention to details, use of graphics and the basis/justification for the conclusion.	17	19	18	14
Example Biological Assessment/Evaluation Review (10 Points): Each of the three evaluators will review the example Biological Assessment/Evaluation. The evaluators will consider ease of reading, clarity, attention to details, use of graphics and the basis/justification for the conclusion.	10	6	5	0

Technical Proposal (Maximum Points 140)	130	123	97	98
Fee Schedule (30 Points): DMAVS will evaluate the fee schedule provided considering cost associated with principal staff associated with the various services particularly associated with PLS, species monitoring and Biological Assessments/Evaluations. Companies shall provide a fully burden fee schedule for the primary staff proposed to be used to perform these services.	22	28	30	20
Proximity of Primary Staff and Travel Costs (30 Points): DMAVS will consider the cost of the companies staff getting to our sites to perform field work or conduct site visits. DMAVS will look at the locations of staff performing PLS, species monitoring and other on the ground work that require visiting our properties. Cost associated with airplane travel, overnight accommodations and driving distances will be considered.	30	24	30	30
Price Proposal (Maximum Points 60)	52	52	60	50
Total (Maximum Points 200)	182	175	157	148

Total Number of Responses Received: Four (4)

**RFP-DMAVS-2025-03
NATURAL RESOURCES SERVICES**

PROPOSAL EVALUATION PANEL BACKGROUND INFORMATION

Z. B. – State Environmental Supervisor with the Department of Military Affairs and Veterans services for 30 years in various positions and over 34 years of experience. He has a Bachelor Degree in Natural Resources Studies and Masters in Resource Management and Administrations. He has experience with cultural resources management, natural resource management, environmental compliance programs, and supporting state contracting procedures for the department.

K.O. – Environmental Analyst with Department of Military Affairs and Veteran Services for 10 years in various positions. She has a Bachelor's Degree in Environmental Science. She has experience conducting compliance inspections, air quality permitting, cultural resources management, wildland fire and contract bid submissions. She has 12 years of previous experience with environmental restoration, contracting, grant review and implementation for a county agency in Florida.

J. T – Conservation Specialist with the Department of Military Affairs and Veterans Services for 3.5 years in various positions. She has a Bachelor's Degree in Wildlife Ecology and an Associate's Degree in Veterinary Technology. She has 4 years of experience in animal care and veterinary services. She is our Natural Resource Manager and primary user of this contract's services.

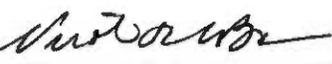
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Vanasse Hangen Brustlin (VC:174584)		1.4 Contractor Address 101 Walnut St, Watertown, MA, 02272	
1.5 Contractor Phone Number 617-607-2780	1.6 Account Unit and Class 010-012-22620000-102-500731	1.7 Completion Date 4/9/2027	1.8 Price Limitation Not to Exceed \$85,000.00
1.9 Contracting Officer for State Agency Nicole Desilets-Bixler		1.10 State Agency Telephone Number (603) 225-1360	
1.11 Contractor Signature  Date: 3/5/2025		1.12 Name and Title of Contractor Signatory David Fenstermacher, Managing Director	
1.13 State Agency Signature  Date: 3/11/2025		1.14 Name and Title of State Agency Signatory Nicole Desilets-Bixler, Deputy Adjutant General	
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: 4/1/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: NATURAL RESOURCES SERVICES

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.
2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment, or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment, or materials, is placed in satisfactory condition.
4. **Term.** The term of the contract shall commence upon approval of the Governor and Executive Council through April 9, 2027 unless terminated or canceled as otherwise provided herein. The Contractor agrees that the State of New Hampshire DMAVS shall have the right, at its sole option, to renew the contract for up to two (2) one (1) year renewal periods. Terms of the renewal periods shall be negotiated and mutually agreed upon by the DMAVS and Vanasse Hangen Brustlin.
5. **General Provisions** are amended as follows:
 - a. **Provision 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.** *Delete* 5.1 in its entirety and replace with: "5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit C as well as Attachment 1 to Exhibit B all of which are incorporated under this agreement.

b. **Provision 10. PROPERTY OWNERSHIP/DISCLOSURE:** *Add* the following sub-part:

"10.2.1 All data and any Property which has been received from the State, or purchased wholly or in part with funds provided for that purpose under this Agreement shall:

a. Grant the Federal Government a royalty-free, nonexclusive, and irrevocable right to:

1. Reproduce, publish, or otherwise use for federal purposes any work that is subject to copyright and that the contractor develops, or acquires ownership of, under National Guard Bureau Cooperative Agreement Awards.
2. Authorize others to reproduce, publish, or otherwise use such work for federal purposes.

b. Grant the Federal Government the right to:

1. Obtain, reproduce, publish, or otherwise use data produced under National Guard Bureau Cooperative Agreement awards
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
3. Include the Federal Government rights described in subparagraphs 10.2.1 a and b of this section in any subcontracts."

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

"14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability."

"14.1.5" The state of New Hampshire must be named as an additional insured on the vendor's Commercial General Liability insurance coverage.

6. *Add* the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 200 and NGR 5-1:

ACCESS TO RECORDS

The contractor shall grant access to any books, documents, papers, and records that are directly pertinent to this contract, to enable and support audits, examinations, excerpts, and transcriptions to the following entities and their duly authorized representatives:

- (1) The State of New Hampshire
- (2) The Federal Awarding Agency to include the Inspector General
- (3) The Comptroller General of the United States

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RECORDS RETENTION

Between the Effective Date and three (3) years after the Completion Date, as often as the State, DMAVS or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include but are not limited to invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

NONDISCRIMINATION

The contractor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the contractor's performance under this agreement. Accordingly, and to the extent applicable, the contractor covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

WAGE RATE REQUIREMENTS (*construction, alteration, or repair contracts*)

For any contract in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, the contractor covenants and agrees to comply with the Davis-Beacon and Related Acts. The contractor further covenants and agrees to ensure compliance with the Davis-Beacon and Related Acts for any subcontract award under this contract. Under Davis-Beacon and Related Acts, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

LOBBYING

For any contract exceeding \$100,000.00, the contractor covenants and agrees to submit to the Department of Military Affairs and Veterans Services the certification and any disclosure forms regarding lobbying that are required under 31 U.S.C. 1352, as implemented by the DoD (NGB) at 32 CFR part 28.

- a. Nonprofit organizations described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968) may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If DMAVS determines that the nonprofit has engaged in lobbying activities, all payments under this and other contracts with the Department shall cease and the contract(s) shall be terminated unilaterally for material failure to comply with the provisions as outlined in this agreement.

DRUG FREE WORKPLACE

The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

ENVIRONMENTAL PROTECTION

- a. The contractor covenants and agrees that its performance under this Agreement shall comply with:
- 1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - 2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
 - 3) The Resources Conservation and Recovery Act (RCRA);
 - 4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - 5) The National Environmental Policy Act (NEPA);
 - 6) The Solid Waste Disposal Act
 - 7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR part 31;
 - 8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state, or local environmental regulation.
- b. In accordance with the EPA rules, the parties further agree that the contractor shall also identify to the DMAVS any impact this award may have on:
- 1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - 2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

- 3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- 4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- 5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- 6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

PURCHASE OF RECOVERED MATERIALS BY STATES OR POLITICAL SUBDIVISIONS OF STATES

If, for the execution of this contract, the Contractor purchases items designated in Environmental Protection Agency (EPA) regulations in 40 CFR part 247, Subpart B, the contractor covenants and agrees to comply with applicable requirements within those EPA regulations, which implement section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962).

FLY AMERICA REQUIREMENTS

The contractor covenants and agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the "Fly America" act), as implemented at 41 CFR 301-10.131 through 301-10.143 which provides that U.S. Government-financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier if such service is available.

- a. The contractor shall include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.

USE OF UNITED STATES FLAG CARRIERS

The contractor covenants and agrees to comply with the Department of Transportation regulations at 46 CFR 381.7(b) requiring at least 50 percent of equipment, materials, or commodities purchased or otherwise obtained with federal funds under cooperative agreement awards, and transported by ocean vessel, be transported on privately owned U.S. flag commercial vessels, if available.

DEBARMENT AND SUSPENSION

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive

contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files and shall be subject to audit by the grantor and Federal/State audit agencies.

INFRASTRUCTURE INVESTMENT AND JOBS ACT ("IIJA")

The DMAVS covenants and agrees that it will not expend any funds appropriated by Congress unless all of the iron, steel, manufactured products, and construction materials used in projects undertaken for the Department are produced in the United States. rants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. The contractor covenants and agrees to utilize American made iron, steel, manufactured products, and construction materials for the completion of the work under this agreement. The contractor further agrees to notify the Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement in the event that American materials are not available.

UNIFORM RELOCATION ASSISTANCE AND REAL PRPERTY ACQUISITION POLICIES

The DMAVS covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

COPELAND "ANTI-KICKBACK" ACT

The contractor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For contracts in an among greater than \$100,000.00 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act that involve the employment of mechanics or laborers and is not a type of contract excepted under 40 U.S.C. 3701, the contractor covenants and agrees that it will comply with the clauses specified in the Department of Labor (DoL) regulations at 29 CFR 5.5(b) to require use of wage standards that comply with the Contract Work Hours and Safety Standards Act (40 CFR, Subtitle II, Part A, Chapter 37), as implemented by the DoL at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". As applied to this contract, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall

be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)
for Fiscal Year (FY) 2019 (Public Law 115-232)**

The contractor covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the contractor's performance of this contract. The contractor further covenants and agrees that it will not subcontract any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

PROHIBITION ON CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

The contractor agrees and covenants that it will not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B
SCOPE OF SERVICES**

SUBJECT: NATURAL RESOURCES SERVICES

1.0 GENERAL

The Selected Vendor will provide all labor, materials, equipment, supplies, and transportation needed to perform the services as further specified herein.

2.0 PRIMARY AND SECONDARY CONTACT

The Department of Military Affairs and Veterans Services (DMAVS) Primary Contact will be Zachary Boyajian, State Environmental Supervisor/Wildland Fire Program Manager:

New Hampshire Department of Military Affairs and Veterans Services
NGNH-FMO-ENV (ATTN: Zachary Boyajian)
1 Minuteman Way
Concord, NH 03301-5607
(603) 227-1439
zachary.l.boyajian.nfg@army.mil

The DMAVS Secondary Contact will be Jordan Tedeschi, Conservation Specialist:

New Hampshire Department of Military Affairs and Veterans Services
NGNH-FMO-ENV (ATTN: Jordan Tedeschi)
1 Minuteman Way
Concord, NH 03301-5607
(603) 227-1460
Jordan.e.tedeschi.nfg@army.mil

DMAVS reserves the right to appoint alternate points of contact to assist in managing this contract.

3.0 DMAVS SITE LOCATIONS

DMAVS has Readiness Centers and Field Maintenance Shops throughout the state. Sites in DMAVS real property inventory include but are not limited to:

- a. The State Military Reservation (SMR) in Concord
- b. The Edward Cross Training Complex (ECTC) in Pembroke
- c. The New Hampshire National Guard Training Site (NHNGTS) in Center Strafford.

DMAVS is in the process of updating an Integrated Natural Resources Management Plan (INRMP) that covers the SMR, ECTC and NHNGTS sites with significant natural resources and requiring INRMP development in accordance with the Sikes Act. DMAVS and the New Hampshire Army National Guard (NHARNG) are investigating other properties for acquisition and considered for the construction of future NHARNG facilities that may need natural resources services performed.

3.1 PROJECT IDENTIFICATION, COST AND EXECUTION PROCEDURES

DMAVS anticipates that one (1) to four (4) projects may need to be executed in each year from 2025 through 2027. Identification, cost, and execution of those projects will follow the specification below.

- a. DMAVS primary or secondary contacts shall determine project needs and develop a Scope of Work (SOW), or work with the Contractor to develop a SOW. The SOW shall include at a minimum: general project information, tasks to be completed, deliverables to be provided, and a timetable for completion.
- b. The Selected Vendor shall prepare a cost proposal for each project requested based upon the pricing structure as outlined in Attachment 1 to this Exhibit.
- c. DMAVS will technically evaluate the cost proposal and determine its reasonableness. If the proposal is determined to be reasonable, The Agency will issue a Notice to Proceed. If the project cost proposal is determined to be unreasonable, DMAVS will request a modified cost proposal from the Contractor with justification. Once an agreed upon cost proposal is established, DMAVS will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved project SOW and cost proposal.
- d. DMAVS primary or secondary contact and the Selected Vendor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed, and confirmation of expected deliverables.
- e. DMAVS primary or secondary contact may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status reports will include: the specific project tasks that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.

The Contractor will complete the projects to the specifications established above or further specified in accordance with the project SOW, as determined by the DMAVS primary or secondary contact.

3.2 PROJECT TYPES

a. Planning Level Surveys

DMAVS expects to conduct one (1) or more Planning Level Surveys (PLS) each year during the term of this contract (2025-2027). PLS in accordance with Army Regulation 200-1 include Topography, Wetlands, Soils, Flora, Vegetation Communities, Threatened and Endangered

Species, and Fauna. Survey frequencies vary from 5-20 years and are a focus to be updated prior to revisions and updates to the INRMP. Historically most PLS have focused on Fauna and Flora. PLS include collecting field data which describe and map the distribution and extent of animals and location of plants and vegetation communities or wetlands. PLS that are routinely conducted include, but are not limited to birds, turtles, amphibians, bats, snakes, butterflies, bees, dragonflies, moths and other pollinators and plants. The qualified Vendor will be required to obtain any state or federal collection permit required to conduct the PLS if DMAVS does not already possess the proper permit and is willing to add the contractor. DMAVS may request species identification services for PLS be conducted with DMAVS Staff.

b. Biological Assessment

DMAVS' properties currently contain a number of federally threatened and endangered species that may require developing Biological Assessments or Evaluations for formal consultation with the US Fish and Wildlife Services. The SMR and ECTC have known records of the federally endangered Karner blue butterfly and its habitat. The ECTC, NHNGTS, and other location have known or potential records of federally endangered northern long-eared bats. The NHNGTS has a population of federally threatened small whorled pogonia. In addition to these species, a number of species known from our properties are being considered for listing including the tri-colored bat, little brown bat, Blanding's turtle, wood turtle, spotted turtle, monarch butterfly, and frosted elfin butterfly. Biological assessment would be developed in accordance with 50 CFR 402 and Army/National Guard Bureau policies.

c. Species Monitoring

DMAVS may have a need to conduct monitoring of specific species on a more routine basis than PLS. We currently conduct routine monitoring for Karner blue butterflies, wood turtles, and small whorled pogonia. Annual or semi-annual monitoring of these species may be requested. Monitoring may include capture-mark-recapture, radio telemetry, point and line intercept, and other methods.

d. Integrated Natural Resources Management Plan Revisions

DMAVS is in the process of updating an Integrated Natural Resources Management Plan (INRMP) that covers the SMR, ECTC and NHNGTS with internal Staff. DMAVS expects this process to be completed by the end of calendar year 2024. Additional revisions or updates to the INRMP may be needed if additional species become federally listed or we acquire additional land with significant natural resources that warrant INRMP development in accordance with the Sikes Act. Most annual updates are expected to be conducted by DMAVS staff.

e. Geographic Information System Data Development

DMAVS requires development of Geographic Information System (GIS) data to support the various project types that are the subject of this Contract. DMAVS may also request GIS data

development and collection related to any of the environmental programs we are required to comply with. All GIS data developed shall be delivered with the following specifications:

- i. Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile
- ii. Projection – NH State Plane Feet 2800
- iii. Datum – NAD 83
- iv. Metadata that is Federal Geographic Data Committee (FGDC) compliant
- v. Spatial accuracy requirements: Minimum of 1.0m accuracy is required.

f. Other Natural Resources Services

Periodically, DMAVS has requirements for other Natural Resources Services. These services may also be requested. These other services may include but not be limited to conducting National Environmental Policy Act Environmental Assessments both in connection with INRMP and Integrated Wildland Fire Management Plan (IWFMP) approval and for separate projects. Providing support to DMAVS Wildland Fire Program including updating the IWFMP and other wildland fire planning activities including but not limited to conducting fuel load measurements.

DMAVS reserve the right to conduct various aspects of this contract through the NH Fish and Game Department or US Fish and Wildlife Service as the Sikes Act specifies that preference should be given to Federal and State Fish and Wildlife agencies in implementing INRMPs.

ATTACHMENT 1

Consultant Name:
Project/Contract: #
Date:

Vanessa Hangen Brustlin, Inc.
NHDMAS Natural Resource Services 2025-2027
Updated 01/27/2025

1.6978% Existing FAR Overhead
10% Proposed Fee
4% Annual Escalation

Proposed Salary Rate Table

Employee Name	Title/Classification	Proposed Burdened Rate (2025)	Proposed Burdened Rate (2026)	Proposed Burdened Rate (2027)
Peter Walker	Program Manager/Principal in Charge	\$ 242.96	\$ 252.67	\$ 262.78
Kristopher Wilkes	Natural Science Team Leader	\$ 212.46	\$ 220.96	\$ 229.79
Chris Crew Douglas Deberry Sherrie Trefry Christopher Wagner	Senior Subject Matter Expert	\$ 216.46	\$ 225.11	\$ 234.12
Adam Crary Carla Fenner Chelsea Glinka Jake Tinus Brett Trowbridge	Senior Ecologist	\$ 176.33	\$ 183.39	\$ 190.72
David Cooper Kim Justham Meghan Lout Anna Romano	Ecologist/Environmental Scientist	\$ 136.27	\$ 141.72	\$ 147.39
Trent Delehanty Mitchell Jackman Nicole Martin Jimmy Monfils	Ecology/Environmental Specialist	\$ 111.55	\$ 116.01	\$ 120.65
Mike Hammer Glen Johnson	Survey Manager	\$ 219.90	\$ 228.69	\$ 237.84
Stephanie Pelletier Kristina Sargent	GIS Manager	\$ 169.80	\$ 176.60	\$ 183.66
TBD	GIS Specialist	\$ 114.25	\$ 118.82	\$ 123.57
TBD	Survey Crew Lead	\$ 120.90	\$ 125.74	\$ 130.76
TBD	Survey Technician	\$ 64.52	\$ 67.10	\$ 69.78

SUBCONSULTANTS

Dr. Rick Van de Poll, PhD	Senior Ecologist	\$ 125.00	\$ 130.00	\$ 135.20
Dr. Samantha Alger, PhD	Senior Ecologist	\$ 93.00	\$ 96.72	\$ 100.59

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT C
PRICE AND TERMS OF PAYMENT**

SUBJECT: NATURAL RESOURCES SERVICES

CONTRACT PRICE

The Price for this Agreement shall not exceed \$85,000.00 without issuance of an amendment to this Agreement and approval of the New Hampshire Governor and Executive Council.

METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

TERMS OF PAYMENT

Invoices shall be billed for services rendered and shall include a breakdown itemized by labor, materials, and other detailed expenses needed to successfully perform the deliverables and project tasks identified in Exhibit B herein.

Payments shall be made within 30 days after receipt of proper invoices and only upon the satisfactory completion of identified deliverables and tasks as determined by the Department's Primary or Secondary Contact. The Contractor shall not invoice the Department for any services not yet rendered or performed outside the scope and terms of this Agreement.

Invoices shall be submitted by the Contractor to:

**Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301**

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 VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: 104275

Certificate Number: 0007080562



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: VANASSE HANGEN BRUSTLIN, INC.	Business ID: 104275
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 12/11/1986	Name in State of VANASSE HANGEN BRUSTLIN, Incorporation: INC.
Date of Formation in Jurisdiction: 12/11/1986	
Principal Office Address: 260 Arsenal Pl #2, Watertown, MA, 02472, USA	Mailing Address: 260 Arsenal Pl #2, P.O. Box 9151, Watertown, MA, 02472, USA
Citizenship / State of Incorporation: Foreign/Massachusetts	
	Last Annual Report Year: 2025
	Next Report Year: 2026
Duration: Perpetual	
Business Email: moleary@vhb.com	Phone #: 617-607-2780
Notification Email: moleary@vhb.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TRANSPORTION OPERATIONS	

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Principals Information

Name/Title	Business Address
Amber Satterly / Other Officer	1805 Atlantic Ave., Manasquan, NJ, 08736, USA
David Mulholland / Other Officer	224 East Robinson Street, Orlando, FL, 32801, USA
Keith Parker / Director	8585 Sentinel Chase Drive, Roswell, GA, 30076, USA
Gayle Packer / Director	8637 Greentree Drive, Lenexa, KS, 66227, USA
Carolyn Groobey / Director	3232 Matilda Street, Miami, FL, 33133, USA

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VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

I, Kerri M. Driscoll, hereby certify that I am the duly elected Assistant Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of a Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 22, 2025, at which a quorum of the Board was present and voting.

VOTED:

That David Fenstermacher is Managing Director for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional service contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that David Fenstermacher is Managing Director for this Corporation.

ATTEST:

Date: February 17, 2025

Kerri Driscoll

Assistant Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2025

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 Insurance Services, Inc. 107 Audubon Rd., #2, Ste. 305 Wakefield MA 01880		CONTACT NAME: Christopher A. Poole PHONE (A.C. No. Ext.): (781) 245-6400 FAX (A.C. No.): (781) 245-6463 EMAIL ADDRESS:	
INSURED Vanessa Hagen Brustlin, Inc. P. O. Box 9161 Watertown MA 02471		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Continental Insurance Company	NAIC # 35289
		INSURER B: American Casualty Company of Reading, Pennsylvania	20427
		INSURER C: XL Specialty Insurance Company	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y		6018141932	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y		6018203376	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y		6018203362	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	6017165236	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Arch/Eng Prof Liab Incl Pollution				DPR5031002	07/19/2024	07/19/2025	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

The New Hampshire Department of Military Affairs & Veterans Services is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER New Hampshire Department of Military Affairs & Veterans Services 4 Pembroke Road 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
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Additional Named Insureds

Other Named Insureds

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY P.C.

VHB ENGINEERING, NC, P.C.

Vanasse Hangen Brustlin, LLC: