New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

52

April 16, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a contract with Civilworks Holdings Inc. (d.b.a. Civilworks New England), Dover, NH (Vendor Code #448352), in the amount of $225,000.00 for Engineering Services for the Statewide Public Boat Access Program effective upon Governor and Council approval for the period July 1, 2025 through June 30, 2027. 75% Federal Funds, 25% Statewide Public Boat Access Funds.

Funds are available in the following account for Fiscal Years 2026 and 2027, upon approval of the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

		FY 2026	FY 2027
03 7575 753520 21170000	Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 046 500463	Consultants	$125,000	$100,000

EXPLANATION

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

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

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

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
Chief, Business Division

LIST OF PROJECT SITES REFERENCED IN ATTACHED LETTER

1. Newfound Lake, Bristol, NH
Design, permitting and construction oversight of an ADA compliant transfer platform located in the parking lot at Newfound Lake. The platform will allow mobility-challenged boaters to transfer to and from a boat while it is still on a trailer. This platform will increase boat launching/ retrieving efficiency at this heavily used facility, and safety conditions during the transition of people between land and a boat.

2. Crystal Lake, Enfield, NH
Design, permitting and construction oversight to upgrade the 1999 vintage concrete plank ramp to current NHFG standards, and to repair power loading damage at toe of the ramp. The new design will include a Power Loading Energy Zone (PLEZ) concrete plank surface to prevent future power loading damage.

3. Pawtuckaway Lake, Nottingham, NH (a.k.a. Fundy Cove boat ramp)
Design, permitting and construction oversight to upgrade the vintage concrete plank ramp to current NHFG standards, and add a courtesy boarding pier adjacent to the ramp. In addition, an ADA compliant launch for canoes and kayaks will be constructed to replace the severely eroded shorebank at the existing canoe access location.

4. Glenn's Cove, Great Bay, Greenland, NH
Design, permitting and construction oversight to create a canoe/ kayak access (cartop access) on Great Bay at the department's conservation and new research and public education center on Newington Road.

5. Turee Pond, Bow, NH
Design and permitting support to upgrade and redirect the concrete plank ramp orientation to correct and prevent future lateral displacement related ice-floe forces. The approach to the ramp will be upgraded to prevent direct stormwater runoff flow into the pond.

6. Mooney Clark Launch, Pemigewasset River, Bristol, NH
Design and permitting support to refurbish the boat access area concrete plank ramp and gravel parking area of this unusually large former Road to Public Water access site. The site provides access to 9 miles of navigable flat-water on the Pemigewasset River behind the Ayers Island Dam that is about 3.25 miles downstream of the property.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Civilworks Holdings, Inc.; d.b.a. Civilworks New England		1.4 Contractor Address 181 Watson Road, Dover, NH 03821	
1.5 Contractor Phone Number 603-749-0443	1.6 Account Unit and Class 21170000 048 500463	1.7 Completion Date 6/30/2027	1.8 Price Limitation $225,000.00
1.9 Contracting Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		1.10 State Agency Telephone Number (603)-271-3511	
1.11 Contractor Signature Date: 4/4/25		1.12 Name and Title of Contractor Signatory Stephen Haight, President	
1.13 State Agency Signature Date: 5/6/2025		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Melissa Fales On: 5/12/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SH
Date 4/4/25

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.

Contractor Initials SH
Date 4/4/25

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.

Contractor Initials JH
Date 4/4/25

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.

Contractor Initials SH
Date 4/4/25

EXHIBIT A

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

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

8. EVENT OF DEFAULT/REMEDIES

Amend 8.1 to include:

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

8.1.5 Makes an assignment for the benefit of creditors, or

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

14. INSURANCE

Amend 14.1 to include:

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

Amend 14.3 to say:

The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The State of New Hampshire Fish and Game Department shall be named as an Additional Insured on all submitted certificates. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

END OF DOCUMENT

Contractor's Initials SH
Date 3/21/25

EXHIBIT B

SCOPE OF SERVICES

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

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

Phase I – Preliminary Site Selection and Engineering Evaluation.

The Consultant shall provide assistance in developing alternative site selections and preparing engineering evaluations, involving various levels and topics of research that will help prioritize and rank site development choices and potential design concepts, which may lead to subsequent full-design activities (Phase II).

A. Site Selection Activities

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

B. Engineering Evaluation Activities

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

C. Topographic Survey

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

Contractor's Initials 3H
Date 3/2/25

D. Environment and Hazardous Waste

1. Environmental Reviews

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

2. Hazardous Waste Assessment

The Consultant shall provide hazardous waste assessments in accordance with the most current versions of the "ASTM E1528-14e1 Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process," "ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," and "ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

3. Historic and Archeological Assessment

The Consultant shall provide environmental reviews and documentation that are consistent with Section 106 of the National Historic Preservation Act of 1966 as amended, and historical and archeological inventory and assessment protocols and compliance policies that may be required by the New Hampshire Division of Historical Resources (State Historic Preservation Office), including pre-approved access to the Enhanced Mapping & Management Information Tool (EMMIT).

4. Endangered and Threatened Species Assessment

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

Contractor's Initials SA
Date 3/21/25

Phase II – Preliminary Plans, Specifications and Estimates

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

Phase III – Final Plans, Specifications and Estimates

The Consultant shall prepare from approved Phase II documents, working drawings and specifications, setting forth in detail the requirements for construction of the entire project. Designs shall be such that they offer the most cost effective option based on initial construction costs and long-term maintenance expenses.

Construction documents shall comply with all current federal, state and local codes, laws, regulations and requirements applicable to the project. Specific reference is made to procurement requirements of the Build America, Buy America Act of 2021.

The Consultant agrees that the construction drawings shall be of an appropriate scale, measuring 24 inches by 36 inches with a ½ inch border and a binder border of 1-½ inches, and/or as required to meet Agency requirements. Drawings, which have been completed by a computer aided drafting system, shall be presented to the NHFG in a format compatible with both Carlson Civil Suite 2023 and in a .pdf format version. Plan Sheets shall be labeled with its corresponding electronic file name and revision date. Specifications and/or reports, which have been completed by a computerized word processing system, shall be presented to the NHFG in Microsoft Office 2016 Word and Microsoft Office 2016 Excel formats. The format and file names shall be clearly identified on the electronic media.

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

Contractor's Initials SA
Date 3/21/25

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

The Consultant shall advise promptly the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief of any adjustments to previous statements of probable construction costs indicated by change in program or requirements. Initial verbal communication will be followed up with a written summary presented to the Department.

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

The Consultant shall cooperate in the evaluation of any changes in the work with the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief. The evaluation and findings will be documented in a written summary and submitted to the Department.

Phase IV – Site Development Supervision and Project Completion

The Consultant shall be responsible for monitoring any and all phases of a project. Project observation will be provided to ensure that each site development conforms to all federal, state, and local laws and also, conforms to the agreed upon documentation of Phases II and III. As warranted by NHFG, monitoring may involve, and not limited to observation and written documentation of archeological field evaluations. soil testing, geotechnical investigations, validation of delivered construction materials and products with design specifications and oversight of contractor construction methods to ensure proper implementation to achieve intended and satisfactory project outcomes.

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

Contractor's Initials BH
Date 3/21/25

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

END OF DOCUMENT

Contractor's Initials SK
Date 3/21/25

EXHIBIT C

TERMS OF PAYMENT

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

The Consultant shall receive payment for services rendered, as detailed in this Exhibit C. In no event shall Consultant receive more than the contract price of $225,000 for work performed pursuant to this Agreement.

1. Contract Price – The Contract is for a two-year period. The Consultant shall be eligible to receive up to $125,000 in the first year of the Contract (July 1, 2025 to June 30, 2026) and up to an additional $100,000 in the second year (July 1, 2026 to June 30, 2027) of the Contract, contingent upon availability and continued appropriations for State Fiscal Years 2026 and 2027. The Consultant may receive the entire year amount or any portion of said amount, depending on services rendered during each contract year. Unused funds from the first year of the Contract may be carried over to the second year of the Contract contingent upon availability and continued appropriations for State Fiscal Years 2026 and 2027.

2. Personnel labor rates shall be invoiced according to the "Total Hourly Rate Form" detailed in Exhibit E. These rates shall be in-force without further adjustment for the entire two-year contract period.

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

4. Mileage shall be invoiced at the prevailing Federal Government IRS standard rate in-force at the time of the travel event. (As of January 1, 2025 the rate is $0.70/mile.).

5. All project-related travel expenses shall be limited to, and calculated from the Consultant's or sub-consultant's New Hampshire in-state office location. This condition shall apply to the consultant and any sub-consultant or subcontractor entities with the exception that any current or future team member traveling from outside of the state of NH shall limit invoiced travel expenses to time and mileage along a direct route in one direction only and not for the round trip (A Google Map showing the route and calculated mileage shall be attached to the invoice documentation). Other ancillary expenses for project-related travel outside of New Hampshire (e.g., airfare, hotels, etc.) shall be reviewed in advance by the NH Fish and Game Department (NHFG) and may be approved by the NHFG at its sole discretion on a case-by-case basis. Such expenses will not be paid without pre-approval.

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

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

Contractor's Initials SH
Date 3/21/25

EXHIBIT D

FEDERAL AWARD INFORMATION AND COMPLIANCES

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

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

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

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

Certification Regarding Lobbying

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

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

Contractor Initials: SH
Date: 4/4/25

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

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

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

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

4. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5. Domestic preferences for procurements
In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Contractor Initials: EH
Date: 4/4/25

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. Procurement of recovered materials

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at https://www.epa.gov/

7. Increasing seat belt use in the United States

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

8. Reducing text messaging while driving

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

Contractor Initials: GA
Date: 4/4/25

Civilworks New England, Civilworks Holdings, Inc.
181 Watson Road, PO Box 1166, Dover, NH 03821 4/4/2025

EXHIBIT E

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	*RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)*	*SALARY RATE $*	*2025 OVERHEAD %*	*FEE %*	*TOTAL RATE/HR*	*CONTRACT RATE W 3% INFL.*	*FOR CONSULTANT COMMITTEE USE ONLY*
1. Principal Engineer 2. Steve Haight, PE	1. Responsible for agreements & QA 2. Company President, PE 37 yrs experience	$68	140.75	10	$180	$185	
1. Program Manager/ Prin. Cst.Engr. 2. Duncan Mellor, PE	1. Responsible for Program, review, stamping, oversight work products 2. Principal Engineer with 39 yrs experience	$68	140.75	10	$180	$185	
1. Sr. Proj. Manager 2. Mark Beaudry, PE	1. Closer proximity for SW NH project sites 2. Sr. Engineer with 39 yrs experience	$65	140.75	10	$172	$177	
1. Proj. Manager 2. Joe Griffin, PE	1. Responsible for project management, permitting, design, stormwater 2. Experienced project manager, engineer & permitting	$65	140.75	10	$172	$177	
1. Project Engineer 2. Jase Gregoire, EIT	1. Performing survey, permitting, design, stormwater 2. Experienced project engineer	$50	140.75	10	$132	$136	
1. Staff Engineer II 2. Mike Menary	1. Performing permitting, design, stormwater 2. Experienced staff engineer	$37	140.75	10	$98	$101	
1. Staff Engineer I 2. Elijah Allen	1. Performing survey, permitting & design 2. Staff engineer & surveyor	$31	140.75	10	$82	$85	
1. Sr. CAD Tech. 2. Shaun DeWolf	1. Drafting, grading 2. Experienced CAD drafter	$51	140.75	10		$127	
1. CAD Tech., staff surveyor 2. Ken Faucher 3. Jon Haight	1. Drafting, survey crew chief 2. Experienced CAD drafter 3. Experienced CAD drafter	$36	140.75	10	$95	$98	
1. Land Surveyor 2. Kevin McEneaney, LLS	1. Licensed land surveyor responsible for survey products 2. Experienced licensed land surveyor	$60	140.75	10	$159	$164	
1. Project surveyor 2. Russ Moore	1. Drafting, survey crew chief, datums expert 2. Experienced CAD drafter	$35	140.75	10	$93	$95	
1. 1-man survey crew 2. Multiple staff	1. Survey with 1 person crew, (1) survey GPS w hotspot 2. Experienced surveyor	$50	140.75	10	$132	$136	
1. 2-man survey crew 2. Multiple staff	1. Survey with 2 person crew, survey GPS or total station 2. Experienced surveyor + staff surveyor	$60	140.75	10	$159	$164	
1. 3-man survey crew 2. Multiple staff	1. Survey with 3 person crew, survey GPS and total station 2. Experienced surveyor + 2 staff surveyors	$68	140.75	10	$180	$185	
1. Sr. Traffic Engineer 2. Dana Lynch, PE	1. Traffic engineering 2. Sr Engineer with 45 yrs experience	$60	140.75	10	$159	$164	
1. Sr. Civil Engineer, LLS 2. Paul Connolly, PE, LLS	1. Civil engineering/survey 2. Sr Engineer with 45 yrs experience	$60	140.75	10	$159	$164	
1. Admininstrative 2. Cheryl Andreason 3. Tom Haight	1. Admin tasks, permit application assembly, filings, book keeping & invoicing	$30	140.75	10		$71	

SH 4/4/25

John Turner Consulting, Inc.

EXHIBIT E

NEW HAMPSHIRE FISH AND GAME DEPARTMENT CONSULTANT SELECTION PROCEDURE

TOTAL HOURLY RATE FORM

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	*RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)*	*SALARY RATE*	*OVERHEAD %*	*FEE %*	*TOTAL RATE/HR*	3% ~~6%~~ *Infl. rates*	*FOR CONSULTANT COMMITTEE USE ONLY*
Senior Geotechnical Engineer - PE Steve Lanne, PE	Senior Level Engineer responsible for Geotechnical Design Multi- State PE with 26 years of experience	$60.00	182.65%	10	$186.55	$192.15	
Staff Geotechnical Engineer Alex Pryor	Geotechnical field oversight	$38.94	182.65%	10	$121.07	$124.70	
Staff Geotechnical Engineer Cameron Sawa	Geotechnical field oversight	$32.45	182.65%	10	$100.89	$103.92	
~~Senior Environmental Engineer -~~ PG ~~Senior Environmental Engineer -~~	Design sampling program and oversee entire process Professional Geologist with 22 years of experience	$60.00	182.65%	10	$186.55	$192.15	
PG ~~Andrea Keates, PG~~	Professional Geologist with 30+ years of environmental consulting and regulatory experience	$60.10	182.65%	10	$186.86	$192.47	
Project Manager - Environmental Scott McWhirter	Coordinate services between client and subs	$43.27	182.65%	10	$134.53	$138.57	
Project Manager - Environmental Chris Griffin	Coordinate services between client and subs	$38.46	182.65%	10	$119.58	$123.17	
Assistant Staff Engineer Graham Chag	Field Support to the Lead Field Engineer	$30.00	182.65%	10	$93.27	$96.07	
Clerical Margaret Clark	Clerical Support	$36.06	182.65%	10	$112.12	$115.48	
John Turner	President	$60.00	182.65%	10	$186.55	$192.15	
	John Turner Consulting Inc. 15 Rye Street, Suite 125 Portsmouth, NH 03801						

JPD 4-4-25

DAM 4-4-25

Hurley Environmental
AND LAND PLANNING, LLC

Exhibit E
Page 3 of 4

March 27, 2025

Stephen J. Haight, P.E.
President
Civilworks New England/Haight Engineering, PLLC
181 Watson Road
P.O. Box 1166
Dover, New Hampshire 03821

Re: New Hampshire Fish and Game Contract
Subject Rate Sheet

Dear Mr. Haight,

Please see rates for professional services.

Luke D. Hurley, CWS, CSS, CESSWI
Principal/Owner $175.00/hr

Please let me know if you have any questions.

Sincerely,

Luke D. Hurley, CWS, CSS, CESSWI
Principal/Owner
Hurley Environmental and Land Planning, LLC

SH
4/4/25

Duncan Mellor

From: Duncan Mellor
Sent: Monday, March 24, 2025 8:54 AM
To: Duncan Mellor
Subject: FW: NHF&G boat ramp engineering contract

Exhibit E
Page 4 of 4

From: rgoodby monadarch.com <rgoodby@monadarch.com>
Sent: Monday, March 24, 2025 8:25 AM
To: Duncan Mellor <dmellor@civilworksne.com>
Subject: Re: NHF&G boat ramp engineering contract

Hi Duncan,

Our hourly rates for our three main labor categories are as follows:

Field Crew $35.00/hour
Project Archaeologist $57.00/hour
Principal Investigator: $92.00/hour

I don't have audited overhead rates...

Let me know if you need anything else.

Best,

Bob

Monadnock Archaeological Consulting, LLC
Robert G. Goodby Ph.D., Sole Member
144 Greenwood Road
Dublin, NH 03444
(603)563-8123
rgoodby@monadarch.com
http://www.monadarch.com

SA
4/4/25

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan. Secretary of State of the State of New Hampshire, do hereby certify that CIVILWORKS HOLDINGS. INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **888729**

Certificate Number: **0007161090**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2025.

David M. Scanlan

Secretary of State

CIVILWORKS NEW ENGLAND

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

Corporate Resolution - Certification of Vote

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

Civilworks Holdings, Inc. d/b/a Civilworks New England. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 20, 2025,

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

VOTED: That Stephen Haight, President is

Duly authorized to enter into contracts or agreements on behalf of

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

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

Dated: March 20, 2025

Attest: _____
Joseph Griffin, Vice President

CIVIHOL-01

SBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2025

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
World Insurance Associates, LLC
818 Central Ave
Dover, NH 03820

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MMG Insurance Company	15997
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Civilworks Holdings INC.
PO BOX 1166
Dover, NH 03820

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		BP13229136	12/30/2024	12/30/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		KA13229220	12/30/2024	12/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		KU13817047	12/30/2024	12/30/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECAC5P8V	12/30/2024	12/30/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	PROF LIAB			C25DE4240701	12/30/2024	12/30/2025	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Fish & Game Department is additional insured.

CERTIFICATE HOLDER

Statewide Public Boat Access Program NH Fish & Games DEPT.
11 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

New Hampshire
Fish and Game Department

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

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

Scott R. Mason
Executive Director

Evaluation/Interview Team Qualifications
For
2025 Engineering Selection

Michael Dionne Title: Environmental Review Coordinator
Education: BS in Wildlife Management
Experience: 25 years working for NH Fish & Game, 22 years as a Marine Biologist primarily working with anadromous fish and marine environmental review and 3 years as Environmental Review Coordinator providing comments and recommendations on various projects to minimize impacts to NH fish and wildlife. I also participate on multiple boards and committees. Served on multiple interview boards in the past.

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

William (Bill) Smith Title: Engineering tech
Experience: 30+ years engineering & design for wet & dry processing systems in food & beverage industry as well as dietary supplement products. Project manager for multiple companies in the installation & startup of more than $150 million capital projects. Served as GC for building/restoration/& re purposing residential and commercial buildings. Served on interview boards for technical & process engineers in the past.

SUMMARY

REQUEST FOR QUALIFICATIONS EVALUATION

2025 Engineering Services Contract Solicitation

CANDIDATE FIRM	Possible Score	Civil & Environmental Consultants, Inc.	Civil Works New England	Geosyntec Consultants	Wright-Pierce			
Business Documents Present								
Form SF 330	Y/N	y	y	y	y			
Request for Qualifications Criteria - REVIEWER								
Michael Dionne	100	94	92	95	84			
Garret Graaskamp	100	80	92	74	68			
Bill Smith	100	86	92	89	80			
	100	-	-	-	-			
Average Score	100	86.7	92	86	77.3			
Rank		2	1	3	4			

SUMMARY

PRESENTATION/ INTERVIEWS EVAULATION (February 27, 2025)

2025 Engineering Services Contract Solicitation

REVIEWER*	Maximum Score	Civil and Environmenbtal	Geosyntec	Civilworks New England	
Mike Dionne	100	67	84	82	
Garret Graaskamp	100	76	84	88	
Bill Smith	100	82	84	88	
Average Score	**100**	**75.0**	**84.0**	**86.0**	
Rank		**3**	**2**	**1**	