



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

14



David Rodrigue, P.E.
Assistant Commissioner

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

Bureau of Environment
April 14, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with FB Environmental Associates, LLC, Dover, NH, Vendor #167656, for an amount not to exceed \$100,000 to undertake wetland and environmental investigations for various transportation-related activities and projects throughout the State, effective upon Governor and Council approval through June 30, 2028.

Funds to support this request are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Years 2026, 2027 and 2028, upon the availability and continued appropriation of funds in the future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitations through the Budget Office, if needed and justified:

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
04-96-96-963515-3054 Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	\$10,000	\$35,000	\$35,000	\$20,000

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The Agreement listed above will permit the Department to continue to have a consultant who has specific qualifications in wetlands delineation and functional evaluation, assessment of wetland impacts, development of wetland mitigation monitoring strategies, monitoring wetland mitigation construction, plant and animal surveys, data collection to support NH Department of Environmental Services (NHDES) stream crossing rules, and identification of areas under the jurisdiction of the NHDES Shoreland Water Quality Protection Act. The need for such services is in response, in part, to RSA 482-A, RSA 483-B, the Federal Clean Water Act, and the National Environmental Policy Act of 1969, P.L. 91-910, which directs that, during the development of a project, a systematic and interdisciplinary approach be used to assess beneficial and adverse social, economic and environmental effects of the project. The services to be provided will assist in maintaining the quality of the environment in the State of New Hampshire and will allow the Department to follow pertinent federal and state environmental regulations.

Three (3) existing on-call wetlands/environmental consultant contracts will expire on April 30, 2025.

<u>Firm</u>	<u>Contract Authority</u>	<u>Authorized to Date</u>
FB Environmental Services, Inc.	\$100,000	\$79,947.75
Normandeau Associates, Inc.	\$100,000	\$64,990.09
TRC Environmental Corporation, Inc.	\$100,000	\$0.00

In pursuing this Agreement, the Department followed a pre-qualified, low-bid selection procedure in accordance with the Department's *Consultant Procurement Manual, Section 2.2, Statewide Low Bid Contracts*, dated August 29, 2024, and pursuant to RSAs 21-I:22-c, 21-I:22-d, 228:4, and 228:5-a. To enable proper comparison of bids, a sample project with hypothetical tasks for work to be conducted under the Agreement was provided to all bidders. Bids were received from the six (6) pre-qualified firms. Agreements in the amount of \$100,000 each will be awarded to the A, B, and C low bidders. The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreement will be administered by the Bureau of Environment. The Federal Highway Administration may participate in these costs depending upon the funding of the individual projects undertaken.

<u>Vendor</u>	<u>Office Location</u>	<u>Bid Order</u>	<u>Bid Amount</u>
Stoney Ridge Environmental, LLC	Alton, NH	A	\$22,495.00
FB Environmental Associates, Inc.	Dover, NH	B	\$29,649.00
TRC Environmental Corporation	Manchester, NH	C	\$33,425.00
Dubois & King, Inc.	Randolph, VT	D	\$43,755.00
BSC Group, Inc.	Manchester, NH	E	\$44,937.00
Normandeau Associates, Inc.	Bedford, NH	F	\$45,543.70

The Department met on December 2, 2024, reviewed the qualifications of seven (7) firms submitting a Statement of Qualifications, and prequalified six (6) firms that met the minimum requirements. Invitations to Bid were extended to these firms on January 27, 2025, for the Bid Opening on February 20, 2025.

FB Environmental Associates is the B low bidder and is recommended for one of these contracts. FB Environmental has an excellent reputation and has demonstrated its capability to perform the required services in similar contracts previously with the Department and/or with other agencies.

FB Environmental Associates has agreed to furnish the on-call services for an amount not to exceed \$100,000. The cost for individual Task Orders assigned under this contract will be negotiated and use specific rates of pay in accordance with the contract labor rates used on the hypothetical bid tasks. No new tasks may be assigned after the above-noted completion date, however completion of previously assigned work begun prior to the completion date will be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Wetlands On-Call Statewide Services, 44968) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments



BID OPENING

WETLANDS ON-CALL STATEWIDE SERVICES (2025-2028)
44968, 44969, 44970

Bid date: February 20, 2025
Wetlands Statewide On-Call Services Agreements (3)

Contractor	City/State	Bid Amount	Rank
BSC GROUP, INC.	MANCHESTER, NH	\$44,932 -	5 E
DUBOIS & KING, INC.	RANDOLPH, VT	\$43,755 -	4 D
FB ENVIRONMENTAL ASSOCIATES, INC.	DOVER, NH	\$29,649 -	2 B -
NORMANDEAU ASSOCIATES, INC.	BEDFORD, NH	\$45,543.70	6 F
STONE RIDGE ENVIRONMENTAL, LLC	ALTON, NH	\$22,495 -	1 A -
TRC ENVIRONMENTAL CORPORATION	MANCHESTER, NH	\$33,425 -	3 C -

3 Contractors

\$100 k each

3 yrs.

44968

44969

44970

Wetland
On-Call

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name FB Environmental Associates, LLC		1.4 Contractor Address Cocheco Mills #3, 383 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number 207-221-6699	1.6 Account Unit and Class 3054-0406	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency William J. Oldenburg		1.10 State Agency Telephone Number (603) 271-3734	
1.11 Contractor Signature <i>Forrest Bell</i> Date: 3/11/25		1.12 Name and Title of Contractor Signatory Forrest Bell Owner/CEO	
1.13 State Agency Signature <i>William J. Oldenburg</i> Date: 5/5/25		1.14 Name and Title of State Agency Signatory William J. Oldenburg, Director of Project Development	
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: <i>Randy</i> On: <i>May 19, 2025</i>			
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 amount 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.

LIST OF EXHIBITS AND ATTACHMENTS

Exhibit A: Special Provisions

Exhibit B: Services to be Performed

Exhibit C: Contract Price, Method of Payment, and Terms of Payment

Attachment 1: Contractors' Bid Sheet/Hourly Wage Rates

Attachment 2: Certificate of Good Standing

Attachment 3: Certificate of Authority/Vote

Attachment 4: Certificate of Insurance

EXHIBIT A
SPECIAL PROVISIONS

Additional or modifying provisions to the enumerated headings in the form P-37 are provided below.

3.3 No new tasks may be assigned after the Completion Date specified in block 1.7, however, the CONTRACTOR shall complete any tasks begun prior to the Completion Date, but not yet completed, in accordance with the methods of compensation specified in Exhibit C, and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

7.1 The CONTRACTOR shall furnish the STATE with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONTRACTOR shall utilize the personnel approved by the STATE during negotiations for this AGREEMENT for the performance of the work. If at any time the CONTRACTOR is unable to use the personnel specified, it shall request approval from the STATE to use other personnel. To obtain STATE approval, the CONTRACTOR shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the STATE.

12.3 All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT. A copy of each subcontract shall be submitted for the STATE'S files.

EXHIBIT B

SERVICES TO BE PERFORMED

The types of technical and professional services required under the terms of the AGREEMENT shall generally include, but are not necessarily limited to, providing wetlands analyses and/or related technical environmental services for various projects or studies located throughout the State.

Scope of Work

The DEPARTMENT requires consulting services that will complement the work being performed by the staff of the Bureau of Environment. The CONSULTANT may be required to provide (but not be limited to) any of the following services.

Wetland Delineation

This task involves the delineation of wetlands including paired upland and wetland data plots, delineation of surface waters and other Waters of the United States, assessment of wetlands functions and values, completion of wetlands reports, preparing permit applications, such as for a NHDES Wetlands and/or Shoreland Water Quality Protection Act Permit, and coordination with natural resource agencies as necessary. The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate wetlands within the project area in accordance with the *US Army Corps of Engineers Wetlands Delineation Manual* (Jan 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (Version 2.0, January 2012). Utilizing *Field Indicators of Hydric Soils in the United States* (Version 7.0, 2010), the *National List of Plant Species that Occur in Wetlands: Northeast (Region 1)* (May 1988), and *Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin, 1979) as reference standards.
- Delineate the ordinary high water (OHW) and top of bank (TOB) of surface waters.
- Gather descriptive information, site sketches, and photographs of the wetlands within the project area.
- Flag delineated wetlands and soil data plots within the project area. Label flags with an alphanumeric sequence.
- GPS flag locations, as appropriate, and provide electronic files compatible with NH Department of Transportation's criteria (MicroStation and GIS).
- Assess Functions and Values using the US Army Corps of Engineers' *Highway Methodology Workbook Supplement* (November 1995), or other approved method, as well as best professional judgment.
- Prepare a Wetlands Delineation Report that identifies the locations of the delineated wetlands, identifies their classification, including ACOE Wetland Determination Data Forms that include soil data plot forms, discusses the Functions and Values of the jurisdictional wetland areas, and identifies the flagging numbering system.
- Meet, as necessary, with Federal and State natural resource agencies to discuss the findings and the evaluation of wetlands and/or to field review areas of environmental concerns.
- Complete the NH Department of Environmental Services' Standard Dredge and Fill and/or Shoreland Permit applications.

Wetland Mitigation

This task involves the investigation, development and/or refinement of wetland mitigation options necessitated as compensation for unavoidable wetland impacts associated with highway projects. The CONSULTANT shall (as directed by the DEPARTMENT):

- Investigate potential sites, which would compensate for unavoidable impacts to jurisdictional wetlands and loss of their functions and values resulting from the proposed highway project.
- Prepare a Potential Wetland Mitigation Assessment Report that identifies and evaluates mitigation sites. The report will detail the potential acreages of preservation, restoration or creation, and the functions and values replication potentials at each site. The report will also detail the potential use of an in-lieu fee paid to the NHDES Aquatic Resource Mitigation (ARM) Fund.
- Coordinate with project engineers to provide conceptual sketch for wetland creation sites, which may include preparation of a Wetland Mitigation Technical Report, containing information required by the US Army Corps of Engineers' current "Regulatory Guidance Letter" and "Mitigation Plan Checklist".
- Meet, as necessary, with natural resource agencies, local officials, and/or concerned parties to discuss the findings and the evaluations of the wetland mitigation sites and/or to field review these potential areas.

Stream Crossing Assessments

This task involves the investigation, assessment, data collection and technical report preparation of the evaluation of stream crossings. The CONSULTANT shall (as directed by the DEPARTMENT), perform assessments, data collection and all necessary documentation for a stream crossing in accordance with the NH Department of Environmental Services' Stream Crossing Rules (Chapter *Env-Wt 900*).

Monitoring of Wetland and/or Stream Restoration Mitigation Sites

This task involves field personnel inspecting wetland and/or stream restoration mitigation construction sites and directing the DEPARTMENT's Contractor in the successful completion of a created mitigation to achieve the stated functions of the Mitigation Technical Report. The CONSULTANT shall (as directed by the DEPARTMENT):

- Monitor wetland mitigation sites (creation, restoration and preservation) in accordance with conditions detailed in the US Army Corps of Engineers' Section 404 Permit and the NH Wetlands Bureau's Dredge and Fill Permit and in accordance with specific Wetland Mitigation Plans and commitments.
- Be able to communicate effectively to manage the construction of all aspects of the Mitigation Plan with the DEPARTMENT's contractor. Coordinate actions to ensure the work is being performed in accordance with the Plan.
- Review, document and amend the mitigation design based on unanticipated field conditions in consultation with the DEPARTMENT and/or permitting agencies, as needed.
- Oversee remedial actions required to ensure the establishment of a functioning mitigation site.
- Prepare construction monitoring reports that evaluate the mitigation site construction.
- Monitor and assess the constructed mitigation site to assure the site is functioning as designed
- Prepare a Wetland Mitigation Monitoring Report for distribution to appropriate natural resource agencies, local officials and/or interested parties

Invasive Species Delineation

This task involves delineation of invasive species as necessary. The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate the location of invasive species within the project area.
- Identify species and extent of infestation.
- GPS locations and provide electronic files compatible with NH Department of Transportation's criteria (MicroStation and GIS).
- Prepare a map or key identifying and defining species or label within the shapefile.

Rare Plants/Endangered Species Investigations

This task involves the determination of the presence of rare plants, endangered species, exemplary natural communities or wildlife habitats as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Coordinate, as necessary, with the NH Natural Heritage Bureau, NH Fish & Game Department and/or US Fish and Wildlife Service to determine the presence of rare plants, endangered species, exemplary natural communities or wildlife habitats.
- Conduct plant surveys to determine location and extent of rare plant populations.
- Conduct habitat assessments and biological surveys to assess potential for or presence of endangered wildlife.

Task Orders

As needs develop, the STATE will issue specific Task Orders to the CONTRACTOR. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract services, terms and conditions, to carry out a specific project for the STATE. These Task Orders may be initiated by a phone call, email, or a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the STATE, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONTRACTOR shall then submit to the STATE for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The STATE will review the CONTRACTOR'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONTRACTOR'S proposal by the STATE and FHWA (if applicable), the STATE will issue a Task Order Authorization to Proceed Letter. The CONTRACTOR shall sign the Authorization to Proceed Letter and return it to the STATE. A conference may be required to turn over a Task Order to the CONTRACTOR. Costs associated with the CONTRACTOR'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

Submission of Reports, Plans and Documents

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work

during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

Deliverables

All work and supporting documents under this AGREEMENT shall be developed by the CONTRACTOR and delivered to the STATE according to the following formats:

Electronic Transfer of Data

The STATE requires the following to ensure compatibility with software used by the STATE and to ensure the efficient and timely exchange of computer files between the STATE and the CONTRACTOR. All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the STATE. Any files requiring conversion and/or editing by the STATE will not be accepted. All files shall be virus free. All files shall use the STATE'S file naming convention.

Word Processing, Spreadsheet, and Database Files

All relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

Geographic Information System (GIS)

All GIS shapefiles shall be fully compatible with Arc GIS/Arc Map Version 10.3.1 (the version being used by the DEPARTMENT).

These specifications will be updated as necessary to reflect changes in STATE software such as adding new software or updating to new versions of existing software. In such instances, the CONTRACTOR will be promptly notified.

Upon completion of the AGREEMENT, the CONTRACTOR shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

EXHIBIT C
CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT

Agreement General Fee

In consideration of the terms and obligations of this AGREEMENT, the STATE hereby agrees to pay, and the CONTRACTOR agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed **\$100,000.00**. (The CONTRACTOR shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the **\$100,000.00** total amount.)

Method of Compensation for Task Orders

The not-to-exceed cost of each Specific Rates of Pay format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate, as well as an estimated amount for direct expenses.

1. **Contract Labor Rates** – The contract labor rates as shown in the bid document (Attachment 1) will be the total hourly wage for each labor classification including all charges attributable to direct labor, escalation of labor costs, fringe benefits, payroll taxes, overhead, and profit, and shall be used in billing for all work performed under this AGREEMENT.
2. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONTRACTOR or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONTRACTOR'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (FAR) (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the STATE.

Invoicing and Payment

Payments on account of the fee for services rendered under this AGREEMENT will be made by the STATE based on a completely itemized, project-by-project bill submitted by the CONTRACTOR on a monthly or other approved basis.

Records – Reports

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, FHWA, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the FAR in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION**Bureau of Environment****PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483****Wetlands On-Call Statewide Services (2025-2028)****44968, 44969, 44970****BID FORM****Name/Company:****FB Environmental Associates, LLC****Date:****2/13/2025****Labor Classifications & Labor Rates Used in this Agreement**

Labor Classifications	Contract Hourly Labor Rates in Words (dollars and cents)	Contract Hourly Labor Rates in Figures (\$)
Project Manager	One Hundred Twenty Dollars and Zero Cents	\$120.00
Senior Wetlands Scientist	Ninety-Five Dollars and Zero Cents	\$95.00
Wetlands Scientist	Seventy-Three Dollars and Zero Cents	\$73.00
Technician/GIS Specialist	Thirty-Five Dollars and Zero Cents	\$35.00
Administrative Assistant	Fifty-Seven Dollars and Zero Cents	\$57.00

Task Order Bid Summary Amount

TASK	DESCRIPTION	TOTAL
TASK A	PROJECT INITIATION	\$2,141.00
TASK B	WETLAND DELINEATION	\$8,164.00
TASK C	FUNCTIONS & VALUES ASSESSMENT	\$5,850.00
TASK D	WETLAND DELINEATION REPORT PREP./PERMIT APPLICATION	\$9,598.00
TASK E	STREAM CROSSING ASSESSMENT	\$3,896.00
TOTAL TASK AMOUNT (BID)		\$29,649.00

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 FB ENVIRONMENTAL ASSOCIATES, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on March 31, 2010. 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: 628434

Certificate Number: 0007157626



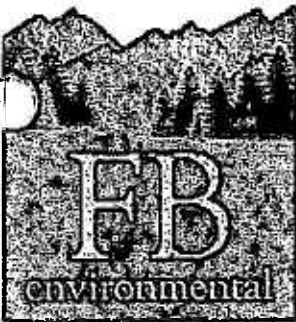
IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

March 11, 2025

New Hampshire Department of Transportation
PO Box 483
7 Hazen Drive
Concord, NH 03302



**Re: 2025-2028 NHDOT Wetlands On-Call
Statewide Services**

97A Exchange Street
Suite 305
Portland, ME 04101
207-221-6699
www.fbenvironmental.com

I, Forrest Bell, hereby certify that I am a Partner, Member, or Manager of FB Environmental Associates, LLC a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: March 11, 2025

ATTEST: Forrest Bell Owner/CEO

Signature: Forrest Bell



FBENVIR-01

CHAUGHTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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
Bernier Insurance Inc.
12 Wakefield St
Rochester, NH 03867

CONTACT NAME: Cathy Haughton

PHONE
(A/C, No, Ext):FAX
(A/C, No): (603) 994-4663

E-MAIL ADDRESS: chaughton@bernierins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mutual

24198

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

FB Environmental Associates, LLC.
97A Exchange St., Suite 305
Portland, ME 04101

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.

VS TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BKS55684697	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐			BKS55684697	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			USO55684697	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	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	XWS55684697	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire is an additional insured for general liability with regards to the named insured's premises and/or ongoing operations only where required by written contract executed prior to commencement of the named insured's work for or on behalf of certificate holder. Project: 2025-2028 NHDOT retlands on-call statewide services

CERTIFICATE HOLDER

New Hampshire Department of Transportation
PO Box 483
7 Hazen Drive
Concord, NH 03302

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