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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

Bureau of Environment August 11, 2020

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Tighe & Bond, Inc., Portsmouth, NH, Vendor #223259, for an amount not to exceed \$400,000.00, for on-call environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations statewide, effective upon Governor and Council approval, through October 31, 2023.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022, State FY 2023, and State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 5 columns: Account Number, FY 2021, FY 2022, FY 2023, FY 2024. Rows include Consolidated Federal Aid and 046-500464 Gen Consultants Non-Benefit.

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 Department requires on-call professional environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations throughout the State that will complement the work being performed by the staff of the Bureau of Environment. The types of services required shall generally include, but are not limited to, providing coastal wetlands assessment, wetland delineation/impact assessment/permitting, environmental documentation, wetland mitigation, stream crossing data collection/assessment design, monitoring of wetland and/or stream restoration mitigation sites, invasive species delineation, and rare plants/endangered species investigations.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for two Statewide On-Call Coastal Wetlands and Environmental Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 11, 2019, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on December 12, 2019 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four (4) shortlisted firms were notified on December 26, 2019

through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on March 12, 2020 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the four (4) firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the two highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of seven (7) consultant firms that were considered for this assignment, with the four (4) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

GM2 Associates, Inc.

Concord, NH

**GZA GeoEnvironmental, Inc.**

**Bedford, NH**

**McFarland-Johnson, Inc.**

**Concord, NH**

**Normandeau Associates, Inc.**

**Bedford, NH**

Stantec Consulting Services, Inc.

Auburn, NH

**Tighe & Bond, Inc.**

**Portsmouth, NH**

Vanasse Hangen Brustlin, Inc.

Bedford, NH

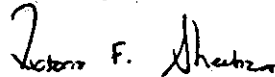
The firm of Tighe & Bond, Inc. was recommended for one of the two contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached. The second contract, with the firm of GZA GeoEnvironmental, Inc., is being processed separately.

Tighe & Bond, Inc. has agreed to furnish the on-call services for an amount not to exceed \$400,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Coastal Wetlands and Environmental Services 42834) 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.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**PROJECT: Statewide On-Call Coastal Wetlands and Environmental Services 42833 & 42834**

**DESCRIPTION:** Two (2) Statewide On-Call Agreements, anticipated at \$400,000 each over a three-year term, are needed to conduct environmental/wetlands-related services for Department projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services may include: Preparation of Coastal Functional Assessments pursuant to new NH Department of Environmental Services (DES) Administrative Rule Env-Wt 603.04; Preparation of Vulnerability Assessments pursuant to new DES Administrative Rule Env-Wt 603.05; Delineation of wetlands (following the 1987 US Army Corps of Engineers Wetland Delineation Manual); Assessment of coastal/tidal functions and resiliency; Assessment of wetland functions and values; Assessment of wetland impacts; Stream crossing data collection, assessment and design; Preparation of permit applications and plans, such as for DES Wetlands and/or Shoreland Permits; Identification of areas under the Shoreland Water Quality Protection Act; Development of environmental documentation, including wetlands/coastal/sustainability-related narratives; Development of wetland mitigation strategies; Monitoring wetland mitigation construction; Completion of wetland/wetland mitigation monitoring reports; Identification of invasive species; Identification of rare plants/endangered species; and Coordination with natural resource agencies, as necessary. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, other relevant project experienced with references noted, and their current workload with the Department. This work will require Certified Wetland Scientist licensure, and Professional Engineering licensure in the State of New Hampshire, as well as a New Hampshire Licensed Land Surveyor.

**SERVICES REQUIRED: : ENV, HYD, RDWY, STRC, SURV, WET, WQS**

**SUMMARY**

GZA GeoEnvironmental, Inc.	1	1	1	1	1	1	1	7
McFarland-Johnson, Inc.	3	3	3	3	3	3	3	21
Normandeau Associates, Inc.	4	4	4	4	4	4	4	28
Tighe & Bond, Inc.	2	2	2	2	2	2	2	14

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Consideration	WEIGHT	Scoring of Firms			
		GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	18	15	17
Clarity of the Proposal	20%	20	18	16	18
Capacity to Perform in a Timely Manner	20%	19	19	18	18
Quality & Experience of Project Manager/Team	20%	20	17	17	19
Previous Performance	10%	10	10	7	8
Overall Suitability for the Assignment	10%	10	8	7	10
<b>Total</b>	<b>100%</b>	<b>99</b>	<b>90</b>	<b>80</b>	<b>92</b>

Ranking of Firms: 1. GZA  
2. TIGHE + BOND  
3. MJ  
4. NORMANDEAU

Rating Consideration	WEIGHT	Scoring of Firms			
		GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	15	15	16
Clarity of the Proposal	20%	20	20	15	20
Capacity to Perform in a Timely Manner	20%	20	20	15	20
Quality & Experience of Project Manager/Team	20%	20	15	15	16
Previous Performance	10%	5	5	5	5
Overall Suitability for the Assignment	10%	10	10	5	10
<b>Total</b>	<b>100%</b>	<b>95</b>	<b>85</b>	<b>70</b>	<b>87</b>

Ranking of Firms: 1. GZA  
2. TIGHE + BOND  
3. MJ  
4. NORMANDEAU

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	19	18	19
Clarity of the Proposal	20%	20	18	18	20
Capacity to Perform in a Timely Manner	20%	19	20	17	18
Quality & Experience of Project Manager/Team	20%	19	19	17	19
Previous Performance	10%	10	10	9	10
Overall Suitability for the Assignment	10%	10	9	9	10
<b>Total</b>	<b>100%</b>	<b>98</b>	<b>95</b>	<b>88</b>	<b>96</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. McFarland-Johnson  
4. Normandeau

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	17	17	18
Capacity to Perform in a Timely Manner	20%	18	18	17	18
Quality & Experience of Project Manager/Team	20%	18	18	17	18
Previous Performance	10%	8	8	7	8
Overall Suitability for the Assignment	10%	9	7	7	8
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>86</b>	<b>82</b>	<b>89</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. M-J  
4. Normandeau

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	17	19
Clarity of the Proposal	20%	19	16	13	18
Capacity to Perform in a Timely Manner	20%	16	16	14	16
Quality & Experience of Project Manager/Team	20%	18	19	14	18
Previous Performance	10%	9	9	6	9
Overall Suitability for the Assignment	10%	9	8	5	9
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>85</b>	<b>56</b>	<b>89</b>

Ranking of Firms: 1. GZA  
2. T+B  
3. M-J  
4. Norm

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	18	17	19
Capacity to Perform in a Timely Manner	20%	19	19	19	19
Quality & Experience of Project Manager/Team	20%	18	19	18	18
Previous Performance	10%	9	8	8	8
Overall Suitability for the Assignment	10%	9	8	7	9
<b>Total</b>	<b>100%</b>	<b>93</b>	<b>90</b>	<b>86</b>	<b>92</b>

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.  
2. Tighe & Bond, Inc.  
3. McFarland-Johnson, Inc.  
4. Normandeau Associates, Inc.

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	15	18
Clarity of the Proposal	20%	18	16	15	17
Capacity to Perform in a Timely Manner	20%	18	17	17	18
Quality & Experience of Project Manager/Team	20%	19	19	17	17
Previous Performance	10%	10	7	6	9
Overall Suitability for the Assignment	10%	10	8	7	9
<b>Total</b>	<b>100%</b>	<b>95</b>	<b>83</b>	<b>77</b>	<b>88</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. M-J  
4. Normandeau

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Tighe &amp; Bond, Inc.</b>			3. YEAR ESTABLISHED <b>2011</b>	4. DUNS NUMBER <b>966663002</b>
2b. STREET <b>177 Corporate Drive</b>			5. OWNERSHIP	
2c. CITY <b>Portsmouth</b>			2d. State <b>NH</b>	2e. ZIP CODE <b>03801</b>
6a. POINT OF CONTACT NAME AND TITLE <b>Bradlee L. Mezquita, P.E., Vice President</b>			a. TYPE <b>Corporation</b>	
6b. TELEPHONE NUMBER <b>(603) 433- 8818</b>		6c. E-MAIL ADDRESS <b>BLMezquita@tigheBond.com</b>		
8a. FORMER FIRM NAME(S) (if any) <b>Appledore Engineering, Inc.</b>			8b. YEAR ESTABLISHED <b>1987</b>	8c. UNIQUE ENTITY IDENTIFIER <b>869246736</b>
7. NAME OF FIRM (if block 2a is a branch office)				

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	38	1	B02	Bridges	1
06	Architect	1	0	C06	Churches; Chapels	1
12	CADD Technician	11	1	C07	Coastal Engineering	2
08	Chemical Engineer	8	0	C10	Commercial Buildings; Shopping Centers	4
10	Civil Engineer	82	15	C11	Community Facilities	1
15	Electrical Engineer	7	0	D01	Dams (Concrete; Arch)	1
21	Technician/Analyst	5	1	D02	Dams (Earth; Rock) Dikes, Levees	1
23	Environmental Scientists	73	0	D07	Dining Halls, Clubs, Restaurants	1
24	Environmental Engineer	49	5	E02	Educational Facilities; Classrooms	3
27	Foundation/Geotechnical Eng.	5	1	E09	Environmental Impact Studies	1
29	Geographic Information System	11	0	E11	Environmental Planning	1
30	Geologists	2	0	E12	Environmental Remediation	1
36	Industrial Hygienist	1	0	G01	Garages, Vehicle Maint. Facility, Park Deck	1
38	Construction Inspectors	12	1	H01	Harbors; Jetties, Piers, Ship Terminal	1
42	Mechanical Engineer	9	0	H07	Highways; Streets; Parking Lots	2
47	Planner: Urban/Regional	5	0	H09	Hospital & Medical Facilities	1
52	Sanitary Engineer	3	0	H10	Hotels, Motels	1
57	Structural Engineer	10	0	H11	Housing (residential, multi-fam, appts, con)	2
60	Transportation Engineer	11	1	L01	Laboratories; Medical Research Fac.	1
62	Water Resources Engineer	15	2	O01	Office Buildings, Industrial Parks	2
				P02	Petroleum and Fuel (Storage Distribution)	1
				P05	Planning (Community, Regional, State)	1
				P06	Planning (site, installation, proj.)	3
				R04	Recreation Facilities (Parks, etc.)	1
				R06	Rehab (buildings, struct, facilities)	1
				S04	Sewage Collection, Treatment & Disposal	1
				S05	Soils & Geologic Studies, Foundation	1
				S06	Solar Energy Utilization	1
				S07	Solid Wastes; Incineration, Landfill	1
				S13	Storm Water Handling & Facilities	1
	<b>Total</b>	<b>358</b>	<b>28</b>			

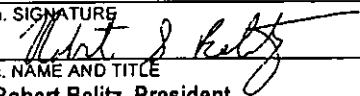
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS  
(Insert revenue index number shown at right)

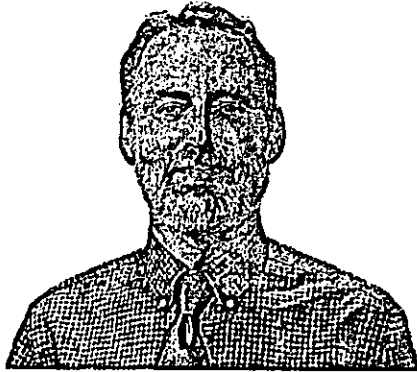
### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	6	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>5/7/2019</b>
c. NAME AND TITLE <b>Robert Belitz, President</b>	



## LEONARD LORD, PhD, CSS, CWS

### SENIOR ENVIRONMENTAL SCIENTIST

Leonard Lord is a Senior Environmental Scientist with 33 years of experience conducting natural resource surveys, assessments, and permitting. His research focuses on factors contributing to plant species diversity in wetlands and contributes to his expertise in habitat restoration and invasive vegetation control. He has worked on a wide variety of projects for clients in both the public and private sector. His experience includes site-specific soil mapping, test pit evaluation, wetland delineation, wetland evaluation, habitat restoration, rare plant surveys and impact mitigation, site suitability analyses, municipal impact application review, conservation easement procurement and stewardship, nutrient management planning, and invasive vegetation management.

#### EXPERIENCE

33 Years

#### SPECIALTIES

Natural Resource Permitting  
Wetland Delineation & Assessment  
Soil Mapping & Assessment  
Natural Habitat and Vegetation  
Restoration

#### EDUCATION

Doctor of Philosophy  
Master of Science  
Plant Biology  
University of New Hampshire

Bachelor of Science  
Soil Science  
University of New Hampshire

#### LICENSES & REGISTRATIONS

Certified Wetland Scientist  
NH #14

Certified Soil Scientist  
NH #19  
ME #271

Supervisory Pesticide Applicator  
(Invasive Species)  
#S-1930850

Subsurface Wastewater Disposal  
System Designer  
NH #834

#### PROFESSIONAL AFFILIATIONS

New Hampshire Association of Natural  
Resource Soil Scientists (Charter  
Member)

Society of Soil Scientists of Northern  
New England

#### NATURAL RESOURCE EVALUATION AND MANAGEMENT

##### WETLAND DELINEATION AND PERMITTING—NEW ENGLAND

Conducted wetland, vernal pool, rare plant, and related natural resource surveys on numerous projects based primarily in NH and ME. Evaluated site suitability for proposed projects. Prepared function and value assessments. Consulted on wetland impact minimization. Prepared impact permitting and associated project presentations to regulatory boards and agencies. Prepared wetland restoration plans, supervised restoration implementation, and conducted success monitoring in predominantly wetland habitats.

##### SOIL MAPPING AND EVALUATION—NEW ENGLAND

Conducted high intensity and site-specific soil mapping, prepared test pit evaluations and soil profile descriptions, conducted hydric soil determinations, and evaluated soil limitations in relation to land development and utilization. Prepared septic system designs. Work was conducted for numerous projects based primarily in NH and ME.

##### HABITAT RESTORATION—NEW HAMPSHIRE

Planned, acquired funding, permitted, and supervised habitat restoration on numerous projects across a wide range of sites. Habitats included forests, shrublands, meadows, and marshes in upland, wetland, and coastal areas. Projects included New England cottontail habitat restorations, municipal conservation land restorations, rare plant habitat restorations, exemplary plant community restorations, town forest restorations, and municipal working lands restorations.

##### MUNICIPAL SOIL & WETLAND TECHNICAL ASSISTANCE—NEW HAMPSHIRE

Provided technical advising and review oversight to over a dozen municipalities in their processing of wetland and soil evaluations for local permitting for over nine years in southeastern NH. Work included wetland and soil map reviews, prime wetland reviews, test pit witnessing, septic design reviews, site development reviews, and subdivision reviews.

##### LAND STEWARDSHIP—NEW HAMPSHIRE

Oversaw easement stewardship for nine years on 103 conservation easements in Rockingham County, NH. Negotiated easements and fees, provided land management oversight, worked with landowners, worked through legal issues, oversaw annual monitoring.

TABLE OF CONTENTS

PREAMBLE

<b>ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....</b>	<b>2</b>
A. DESCRIPTION OF SERVICES .....	2
B. SCOPE OF WORK .....	2
C. STAFFING .....	6
D. QUALITY CONTROL .....	6
E. TASK ORDERS .....	7
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION .....	7
G. WORK SCHEDULE AND PROGRESS REPORTS .....	7
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS .....	8
I. DELIVERABLES .....	8
J. DATE OF COMPLETION .....	9
<b>ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....</b>	<b>10</b>
A. AGREEMENT GENERAL FEE .....	10
B. METHOD OF COMPENSATION FOR TASK ORDERS .....	10
C. COST-PLUS-FIXED-FEE FORMAT .....	10
D. LUMP-SUM FORMAT .....	12
E. SUBCONSULTANT SUPPORTING SERVICES .....	12
F. TASK ORDER AMENDMENTS.....	12
G. RECORDS, REPORTS, AND FINAL AUDIT .....	12
<b>ARTICLE III - GENERAL PROVISIONS.....</b>	<b>14</b>
A. HEARINGS, ETC.....	14
B. CONTRACT PROPOSALS.....	14
<b>ARTICLE IV - STANDARD PROVISIONS .....</b>	<b>15</b>
A. STANDARD SPECIFICATIONS .....	15
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS .....	15
C. EXTENT OF CONTRACT.....	15
1. Contingent Nature of Agreement .....	15
2. Termination .....	15
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS .....	16
E. ADDITIONAL SERVICES .....	17
F. OWNERSHIP OF PLANS.....	17
G. SUBLETTING .....	17
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	18
I. BROKERAGE .....	18
J. CONTRACTUAL RELATIONS .....	18
1. Independent Contractor .....	18
2. Claims and Indemnification .....	18
3. Insurance .....	19
4. No Third-Party Rights .....	20
5. Construction of Agreement .....	20
K. AGREEMENT MODIFICATION .....	20

L.	EXTENSION OF COMPLETION DATE(S) .....	20
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE .....	20
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS .....	22
	1. Policy.....	22
	2. Disadvantaged Business Enterprise (DBE) Obligation .....	22
	3. Sanctions for Non-Compliance. ....	22
O.	DOCUMENTATION.....	23
P.	CLEAN AIR AND WATER ACTS.....	23

**ATTACHMENTS**

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
  - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
  - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
  - 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
  - 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
  - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
  - 6. SIGNATURE PAGE
  - 7. CERTIFICATION OF GOOD STANDING
  - 8. CERTIFICATION OF AUTHORITY / VOTE
  - 9. CERTIFICATION OF INSURANCE



STATEWIDE ON-CALL  
COASTAL WETLANDS & ENVIRONMENTAL SERVICES  
42834

AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 17<sup>th</sup> day of August in the year 2020 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Tighe & Bond, Inc., with principal place of business at 53 Southampton Road, in the City of Westfield, State of Massachusetts, and New Hampshire local office at 177 Corporate Drive in the City of Portsmouth, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services are outlined in the CONSULTANT'S technical proposal dated February 5, 2020.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. DESCRIPTION OF SERVICES**

The DEPARTMENT requires consulting services that will complement the work being performed by the staff of the Bureau of Environment. The types of services required under the terms of this AGREEMENT shall generally include, but are not limited to, providing on-call professional environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources.

#### **B. SCOPE OF WORK**

The CONSULTANT may be required to provide any of the following services:

##### **Coastal Wetlands Assessment**

This task involves assessing wetlands and jurisdictional areas in the coastal region of the State of New Hampshire, pursuant to NH Department of Environmental Services (NHDES) Administrative Rules PART Env-Wt 600.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Utilize a qualified coastal professional to complete coastal functional assessments (Env-Wt 603.04).
- Complete coastal vulnerability assessments (Env-Wt 603.05).
- Evaluate coastal/tidal functions, and their effect on transportation infrastructure.
- Develop methods for making infrastructure resilient to the effects of sea level rise. Resources for consideration in any evaluation shall include those developed by the NH Coastal Risks and Hazards Commission.

##### **Wetland Delineation/Impact Assessment/Permitting**

This task involves the delineation of wetlands including paired upland and wetland data plots, delineation of surface waters, assessment of wetland functions and values, completion of wetlands reports, preparing permit applications, such as for a NHDES Wetlands and/or Shoreland Water Quality Protection Act (RSA 483-B) 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:

## ARTICLE I

- The US Army Corps of Engineers (ACOE) 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).
- RSA 482-A, and PART Env-Wt 100-900.
- Utilizing Field Indicators of Hydric Soils in the United States (Version 8.2, U.S. Department of Agriculture 2018), the National Wetland Plant List: 2016 Wetland Rankings (Lichvar et al. 2016), and Classification of Wetlands and Deepwater Habitats of the United States (Federal Geographic Data Committee 2013) as reference standards.
- Delineate the ordinary high water and top of bank 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 and/or survey flag locations, as appropriate, and provide electronic files compatible with DEPARTMENT criteria (MicroStation and GIS).
- Assess Functions and Values using the ACOE 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 NHDES Standard Dredge and Fill and/or Shoreland Permit applications.

### **Environmental Documentation**

This task involves the preparation of environmental documentation for approval of the DEPARTMENT, FHWA, or other Federal agencies.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Prepare environmental narratives, in whole or in part, for documentation sufficient to comply with the National Environmental Policy Act, relating to wetlands/shoreland impacts, coastal resources and resiliency, floodplains/floodways, water quality, farmland soils, parks/recreation areas, conservation areas, Section 4(f) resources, Section 6(f) resources, wildlife and wildlife habitats, fisheries and stream crossings, Threatened and Endangered species, historic and archaeological

## ARTICLE I

resources, noise studies, air quality studies, invasive species, Coastal Zone Management areas, Essential Fish Habitat (EFH), and hazardous/contaminated materials.

- Prepare Section 4(f) Evaluations (23 CFR PART 774).
- Prepare State-level environmental documentation for approval by the Bureau of Environment for State funded projects. It is anticipated that State-level assignments under this AGREEMENT would involve use of the "NHDOT Environmental Review-Short Form for Non-Federal Projects," or other similar format.

### 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 (33 CFR PART 332)

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.
- Design wetland creation sites, including preparation of a *Wetland Mitigation Technical Report*, containing information required by the ACOE's 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 Data Collection/Assessment/Design

This task involves the investigation, assessment, data collection, technical report preparation, and design of and for stream crossings.

The CONSULTANT shall (as directed by the DEPARTMENT), perform assessments, data collection and all necessary documentation for stream crossings in accordance with PART Env-Wt 900. Stream crossing designs shall include, as necessary, a hydraulic capacity report, and detailed alternatives analysis. In addition, for designs, the following shall apply:

- Study, develop, and/or refine alignments, concepts, layouts, traffic control, drainage, and environmental impacts, based on the description of work and other support work that may be necessary.

## ARTICLE I

- Prepare presentation plans.
- Prepare right-of-way plans, contract plans, contract documents and landscaping plans. In some cases, the DEPARTMENT may furnish preliminary studies of the improvements to be developed and/or refined by the CONSULTANT.
- Complete the designs including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, Federal Highway Administration and/or any other state or federal agency that may be required.
- Perform complex drainage studies and/or designs.
- Perform other engineering, photogrammetric, technical and drafting work as directed by the DEPARTMENT.
- Review the utility involvement and determine any associated impacts on the project. Coordinate with the project designers and the utility companies to arrange for utility relocations.
- Provide visualization of the proposed improvements superimposed and merged with a pictorial view of the existing condition.
- Perform video inspection of culverts and corresponding report of culvert condition.
- Provide technical writing services for grant applications.

### Monitoring of Wetland and/or Stream Restoration Mitigation Sites

This task involves field personnel inspection of 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 ACOE Section 404 Permit and the NHDES Dredge and Fill Permit and in accordance with specific *Wetland Mitigation Plans* and commitments.
- Effectively communicate to manage the construction of all aspects of the *Wetland Mitigation Plans* with the DEPARTMENT's Contractor. Coordinate actions to ensure the work is being performed in accordance with the *Wetland Mitigation Plans*.
- 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.

## ARTICLE I

- 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/survey locations and provide electronic files compatible with DEPARTMENT 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 and/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.

### **C. STAFFING**

The CONSULTANT shall submit the **Salary Rate Calculation Form** (furnished to the CONSULTANT by the DEPARTMENT) which contains the average salary rates for the personnel anticipated to be assigned to the Task Order. This form will be used for Task Order cost development independently by the CONSULTANT and the DEPARTMENT prior to entering into negotiations for Task Orders under this AGREEMENT.

### **D. QUALITY CONTROL**

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

## ARTICLE I

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract scope of work, terms and conditions, to carry out a specific project for the DEPARTMENT. These Task Orders will be initiated by 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 DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'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 CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. The CONSULTANT shall sign the Authorization to Proceed Letter and return it to the DEPARTMENT. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

### **G. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization to Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

## ARTICLE I

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress monthly for each active Task Order with activity during the billing period, in accordance with the DEPARTMENT'S Standardized Invoicing.

### **H. 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.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

### **I. DELIVERABLES**

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data:** The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

**Computer Aided Design/Drafting (CAD/D) files:** 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. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version



## ARTICLE I

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

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

**Website Information:**

- a. Website Content: All external NHDOT websites created for Task Orders under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.
- b. Website Documents: All documents posted to a website created for Task Orders under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

**J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2023** unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II 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.

ARTICLE II

**ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES**

**A. AGREEMENT GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT 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 \$400,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$400,000.00 total amount.)

**B. METHOD OF COMPENSATION FOR TASK ORDERS**

The method of compensation for Task Orders issued under this agreement will either be a **Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, or a **Lump-Sum** format with method of payment as described in Section D. A **Task Order Fee Summary** will be included in the DEPARTMENT-issued Authorization to Proceed for a Task Order.

**C. COST-PLUS-FIXED-FEE FORMAT**

1. **Task Order Cost Development** - The negotiated not-to-exceed cost of each cost-plus-fixed-fee format Task Order will be computed as follows:

$$\begin{aligned} & \text{Labor Costs [hours x average rates* + indirect cost rate x (hours x rates)]} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ = & \text{ Negotiated Task Order Cost} \end{aligned}$$

- \* The average rates are the Average NHDOT Allowed Rates from the most-current version of the **Salary Rate Calculation Form** (see Article I Section C - Staffing).

2. **Task Order Cost Reimbursement** - In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT for each Task Order an amount equal to the sum of the following costs (a)+(b)+(c)+(d)+(e):

- a. Actual salaries\* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

\* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

## ARTICLE II

- b. Overhead costs applicable to the direct salary costs. The audited indirect cost rates of 180.09%, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT agrees that the indirect cost rate shall be extended at that rate for the duration of the Contract in accordance with 23 CFR 172.11 (b)(1)(vi). An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.
- c. A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.
- d. Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$100,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$100,000 shall be invoiced as direct expenses and do not require individual invoices.
- e. Reimbursement for actual cost of subconsultants.

The amount payable under categories (a), (b), (d), and (e) may be reallocated within the not-to-exceed Task Order amount upon mutual agreement of the DEPARTMENT and CONSULTANT. The fixed fee (c) shall only change when there has been a significant increase or decrease in the scope of work. The estimated amounts for (a), (b), (d), and (e) and the actual amount for (c) are listed in the Fee Summary section of the Authorization to Proceed for each Task Order.

3. **Task Order Limitation of Costs** – The total amount to be paid for any Task Order shall not exceed the sum of the amounts shown in the Task Order Fee Summary limits contained in the Authorization to Proceed Letter. It is expected that the CONSULTANT agrees to use best efforts to perform the work specified in the Task Order Scope of Work and all obligations under this contract within such limiting amount.
4. **Task Order Payments** - Monthly payments on account may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the

## ARTICLE II

DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

### **D. LUMP-SUM FORMAT**

**Task Order Cost Reimbursement** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT); direct expenses, and subconsultant costs. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment. For a substantial lump-sum Task Order, the DEPARTMENT'S Lump Sum Article II for standalone agreements will be furnished to the CONSULTANT for additional reference information.

### **E. SUBCONSULTANT SUPPORTING SERVICES**

The subconsultant firms included in the CONSULTANT'S Technical Proposal are:

- Doucet Survey, Inc. – Surveying services
- Pepperell Cove Marine – Marine Benthic Surveys

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

### **F. TASK ORDER AMENDMENTS**

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 DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

### **G. RECORDS, REPORTS, AND FINAL AUDIT**

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT and all items charged on this project. 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 final payment is made and all other pending matters are closed, for examination

## ARTICLE II

by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

**For Cost-Plus-Fixed-Fee Task Orders only:** All costs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the negotiated amount for any Task Order. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

## ARTICLE IV

### ARTICLE IV - STANDARD PROVISIONS

#### A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 177 Corporate Drive, Portsmouth, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### C. EXTENT OF CONTRACT

##### 1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### 2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the

## ARTICLE IV

services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to



## ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability

## ARTICLE IV

(errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

## ARTICLE IV

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or

## ARTICLE IV

modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

### **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

### **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

### **M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)**

#### **COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

## ARTICLE IV

- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter

## ARTICLE IV

into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

## ARTICLE IV

### O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

## ATTACHMENT A

### Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

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

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.



Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT <sup>x</sup>\_\_\_\_, proposed subconsultant \_\_\_\_\_, hereby certifies that it has <sup>x</sup>\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has <sup>x</sup>\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Tighe & Bond, Inc.

\_\_\_\_\_  
(Company)

By: Marc J. Richards

Marc J. Richards, PE, LSP, Senior Vice President

\_\_\_\_\_  
(Title)

Date: August 17, 2020

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

*Attachment 2*

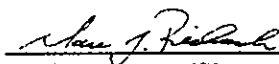
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

08/17/2020

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Signature)

Marc J. Richards, PE, LSP  
Senior Vice President  
Tighe & Bond, Inc.

Attachment 3

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Tighe & Bond, Inc. and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

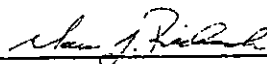
except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

08/17/2020

(Date)



(Signature)

Marc J. Richards, PE, LSP  
Senior Vice President  
Tighe & Bond, Inc.


**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

August 21, 2020  
(Date)

  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, 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 any Federal 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.
- (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 Federal 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.

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.

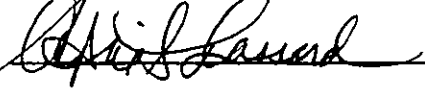
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 6

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

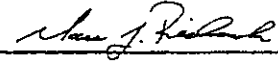
Consultant

WITNESS TO THE CONSULTANT

By:   
April S. Lassard, Senior Contracts Manager

Dated: 08/17/2020

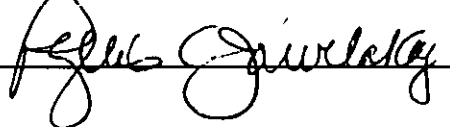
CONSULTANT

By:   
Marc J. Richards, PE, LSP, Senior Vice President  
(TITLE)

Dated: 08/17/2020


Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: 

Dated: August 21, 2020

THE STATE OF NEW HAMPSHIRE

By:   
Director of Project Development

for DOT COMMISSIONER

Dated: August 21, 2020

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 9/14/2020

By:   
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary of State

Corporate Resolution

I, Peter J. Grabowski, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

Tighe & Bond, Inc. I hereby certify the following is a true copy of a vote taken at,  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 28,  
2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marc J. Richards, PE, LSP, Senior Vice President is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

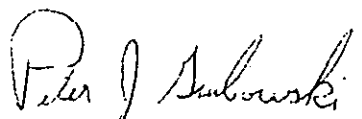
Tighe & Bond, Inc. with the State of New Hampshire and any of its agencies  
(Name of Corporation )

or departments and further is authorized to execute any documents which  
may in his/her judgment be desirable or necessary to affect the purpose of  
this vote, including but not limited to Statewide On-Call Coastal Wetlands &  
Environmental Services 42833.

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

DATED: August 17, 2020

ATTEST:

  
Peter J. Grabowski, PE  
Corporate Secretary



# State of New Hampshire

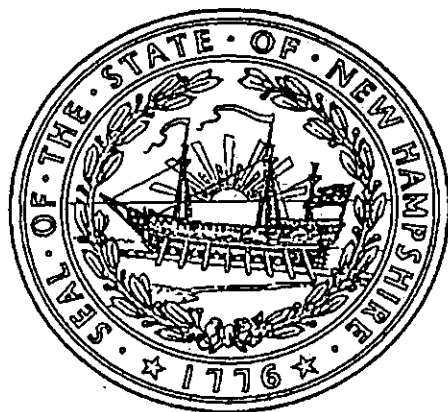
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TIGHE & BOND, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 12, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77856

Certificate Number: 0004983982



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of August A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2020

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).

<b>PRODUCER</b> Poole Professional B&B - TM 107 Audubon Rd, 2-305 Wakefield, MA 01880 Thomas M. Mullard	<b>CONTACT</b> Thomas M. Mullard <b>NAME:</b>	
	<b>PHONE</b> (A/C, No, Ext):	<b>FAX</b> (A/C, No):
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Co		25674
<b>INSURER B:</b> Travelers Indemnity Co of CT		25682
<b>INSURER C:</b> XL Specialty Insurance Company		37885
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


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

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6803L850582 PRIMARY NON CONTRIBUTO	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0R112212	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6N395203	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4N087733	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Environmental Legal Pollution			DPR9958277	04/14/2020	04/14/2021	Per Claim \$ 5,000,000 Aggregate \$ 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Statewide On-Call Coastal Wetlands & Environmental Services 42833

<b>CERTIFICATE HOLDER</b>  NHDOT-1  State of New Hampshire Comm. of the Dept. of Transportation John O. Morton Building 7 Hazen Drive Concord, NH 03301-0483	<b>CANCELLATION</b>  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 

**NOTEPAD:**

HOLDER CODE NHDOT-1  
INSURED'S NAME Tighe & Bond, Inc., T&B Engineering, P.C.,

TIGHE-1  
OP ID: DB

PAGE 2  
Date 09/23/2020

State of New Hampshire COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION  
is included as additional insured under the general liability policy  
subject to same terms and conditions. 30 days, or 10 days in cases of  
non-payment of premium, after written notice thereof has been received by  
the STATE