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New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

September 22, 2020

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Dubois & King, Inc. (VC# 160381) of Keene, NH for \$39,991 to provide an engineering study, design services, and construction oversight for the removal and replacement of a dilapidated stream crossing over Sand Brook at the Farrar Marsh Wildlife Management Area located at 588 Bog Rd, in Hillsborough, New Hampshire. The contract will be effective upon Governor and Council approval through June 4, 2021. Funding is 75% Federal Funds and 25% Wildlife Habitat Account.

Funding for this contract is available and will be expended from the Wildlife Habitat Conservation Account as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation	
020-07500-21550000-304-500841 Habitat Acquisition and Management	<u>FY21</u> \$39,991

Explanation

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas. It is NHFG's obligation to keep and maintain in good order the infrastructure of these properties for its management and to provide public access. The bridge removal and construction over Sand Brook will provide management and public access to Farrar Marsh WMA. Dubois and King will provide the necessary engineering services to accomplish the project goals. The contractor for this work was selected through a Request for Proposals (RFP) submission and subsequent qualification assessment evaluation. A Request for Proposals was advertised on August 10, 2020. Four proposals were received prior to the closing date. These proposals were graded based on qualification criteria (see enclosed assessment table). Dubois & King, Inc. had the winning proposal based on this evaluation.

Respectfully submitted

Scott R. Mason,
Executive Director

Kathy Ann LaBonte
Chief, Business Division

**QUALIFICATIONS COST ASSESSMENT EVALUATION
2021 Farrar Marsh WMA
Bridge Replacement Contract Solicitation**

COMBINED RANKINGS

Date: September 16, 2020

Possible Score	CMA Engineers	Dubois & King	Hoyle, Tanner Assoc., Inc.	Wright-Pierce				
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Proposal format and content

complete

Request for Qualifications Criteria								
Jim Oehler	55	48.5	54	54	48.5			
Eric Pospesil	55	50	54	54	47			
Subtotal	110	98.5	108	108	95.5	0	0	0
Qualification Rank		2	1	1	3			
Price \$		\$ 65,865	\$39,991	\$69,400	\$40,720			
Jim Oehler	10	3	10	3	9			
Eric Pospesil	10	3	10	3	9			
Combined Cost Score	20	6	20	6	18	0	0	0
Cost Rank								
Combined scores Total points	130	105	128	114	114	0	0	0
Final Ranking		3	1	2	2			

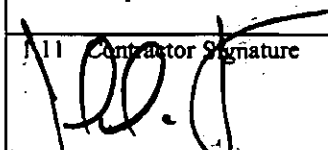
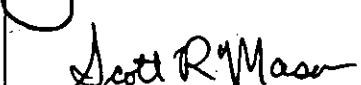

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <p style="text-align: center;">Fish and Game Department</p>		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name <p style="text-align: center;">Dubois & King, Inc.</p>		1.4 Contractor Address 28 North Main Street Randolph, VT 05060	
1.5 Contractor Phone Number 802-728-3376	1.6 Account Number 020-07500-2155-304-500841	1.7 Completion Date June 4, 2021	1.8 Price Limitation \$39,991
1.9 Contracting Officer for State Agency Eric Pospesil		1.10 State Agency Telephone Number (603) 271-1133	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Jeffrey W. Tucker, President/CEO	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/29/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials JNT
Date 11/23/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

FEDERAL AWARD INFORMATION
AND
COMPLIANCES FOR FEDERAL ASSISTANCE PROJECTS

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

Equal Employment Opportunity

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

Initials: ELW
Date: 10/25/20

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Government-wide Debarment and Suspension

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

Certification Regarding Debarment and Suspension

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

EXHIBIT B **SCOPE OF SERVICES**

In order to maintain the infrastructure of the Farrar Marsh Wildlife Management Area ("WMA") and its access road at the southern end of the WMA property off of Bog Road over Sand Brook in the Town of Hillsboro, New Hampshire, Dubois and King, Inc. ("D&K") shall provide engineering services, contractor solicitation services, and construction oversight services for the repair and replacement of the dilapidated Sand Brook bridge crossing. Specifically, D&K shall perform the following:

I. Engineering Study and Design:

- a. Engineer and design a project that removes the dilapidated wooden structure atop the stone bridge and abutments on the Farrar Marsh WMA access road, creates new concrete block abutments for the bridge, creates new approach ramps on either side of the bridge sufficient to accommodate full sized, loaded, tractor trailer trucks, and results in the installation of a new modular/component style pre-fabricated bridge. Such engineering and design shall include and be conditioned as follows:
 - i. Perform an engineering study of the Farrar Marsh WMA Sand Brook bridge crossing area, which shall include a hydrological analysis of the adjacent watershed that influences Farrar Marsh and Sand Brook. Such engineering study shall be used and allow D&K, with NHFG oversight, to develop a bridge replacement design that minimizes potential damage to the new

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bridge, to historic structures, and which shall have no adverse effect to the concrete dam and structure upstream of the site;

- ii. Provide wetlands delineation of the project area to include any jurisdictional wetlands and streams to the tops of the bank. Such wetlands delineation must be completed by a licensed professional, and done according to methods outlined by the NHDES Wetlands Bureau and the Army Corps of Engineers Wetlands Delineation Manual (1987);
 - iii. Provide the necessary surveying and mapping to locate existing conditions, topography, and delineated wetlands such that the data may be used to develop a complete plan set, including an existing conditions plan;
 - iv. Prepare an engineered design with documentation and plan sheets in both electronic and hardcopy format, which detail the methodology and calculations of the hydrological study, any test pit or soil boring information as it relates to the loading and compaction of the bridge approaches and abutments, the removal of the existing wood structure, construction of the new abutments for the pre-fabricated/pre-designed replacement structure, and site improvements necessary to provide adequate access for full length, loaded tractor trailers to and from the adjacent Bog Road supporting heavy grade logging equipment and trucks weighing 100,000 lbs. +/-.
 1. The abutments for this type of crossing should be based on accepted forest industry standards that utilize concrete waste blocks or pre-formed block wall materials.
 2. The design must also include safe approaches over the new bridge while avoiding any disturbance or damage to the historic stone structure of the former bridge.
- b. Such engineering and design shall be conditioned upon the following:
- i. The project, when constructed and complete, shall result in a safe, Class V town road;
 - ii. The engineering and design shall take into account and make accommodations for high water storm events and potential flooding;
 - iii. The work shall be engineered and designed so as not to disturb or damage the bridge's existing historic stonework;
 - iv. The work shall be engineered and designed so as to avoid wetlands impact. If such impacts cannot be avoided, NHFG will be responsible for obtaining the necessary permits;
 - v. All engineering and design plans shall be submitted to NHFG for review and approval;
 - vi. All engineering and design must conform to the New Hampshire Board of Licensure, Code of Administrative Rules for Professional Engineers;

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Date: 10/29/20

II. Contractor Solicitation and Bid Document Preparation and Assistance:

- a. D&K, once engineering and design plans have been approved, shall prepare bid documents and construction plans to support a future construction request for proposals for NHFG. D&K shall provide technical assistance and answer questions from bidding contractors;
- b. The bid documents that D&K prepares shall meet State of New Hampshire procurement standards and be reviewed and approved by NHFG before NHFG submits the request for proposals and opens the bid process. Such bid documents shall include a description of general conditions, a full set of design plans in PDF format with technical specifications and construction sequencing and details;
- c. D&K shall prepare for, coordinate the scheduling and communication of, and attend mandatory site meeting(s) to discuss the project with interested contractors. D&K shall also review any bidder inquiries and assist NHFG in drafting responses to inquiries.

III. Construction Oversight:

- a. After NHFG submits the requests for proposals, opens the bid process, and selects a contractor, with D&K assistance, D&K shall provide construction oversight and inspection consistent with D&K's finalized engineering and design plans and shall report progress updates to NHFG as requested;
- b. D&K shall reasonably oversee and inspect the contractor's progress to ensure that no damage is done to the historic stonework and that no wetlands impacts occur or any wetlands related work is done consistent with any issued permits;
- c. D&K shall observe and confirm that the contractor's methods and materials used during construction of the project conform to the existing plans and specifications and produce the expected and intended result as designed and detailed;
- d. If during monitoring and inspection of the project work, it is determined that the work does not conform with the engineering and design plans and contract documents, such non-conformity must be communicated to NHFG immediately;
- e. D&K shall provide NHFG with a Certificate of Final Completion after construction completion and final inspection by both D&K and NHFG and final acceptance by NHFG.

IV. Other Terms and Conditions:

- a. D&K shall coordinate and conduct periodic inspections, including a pre-construction meeting, with Eric Pospesil of NHFG or his designee, the contractor and other interested parties as determined by NHFG, as frequently as necessary as D&K and NHFG shall determine is adequate and necessary, or upon request of NHFG;

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- b. All engineering and design plans, engineering studies, and delineations described in Exhibit B Section I herein shall be submitted to NHFG by April 23, 2021;
- c. The bid documents and request for proposals described in Exhibit B Section II shall be prepared and submitted to NHFG no later than May 21, 2021 so that the request for proposal process and bidding may begin by June, 2021 and construction and completion of the project shall be achieved by November 30, 2021.

EXHIBIT C
METHOD OF PAYMENT

1. Payment of up to 25% (twenty five percent) will be made during the contract period for completion of engineering study, field survey and wetlands delineation as detailed in Exhibit B Section I.
2. The payment of 50% (fifty percent) of the contract will be made contingent upon completion of engineering design, submission to NHFG of design plans, preparation of bid documents and selection of construction contractor, as detailed in Exhibit B, Section II.
3. The balance payment, by NHFG to the contractor requires receipt of the final bill and a Certificate of Final Completion of their design element. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work and/or design plans. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator, as detailed in Exhibit B, section III.
4. The following appropriations code shall be referenced: 020-07500-21550000-304-500841.
5. Total to be paid under this contract may not exceed \$39,991.

Initials: WJ
Date: 10/29/20

State of New Hampshire

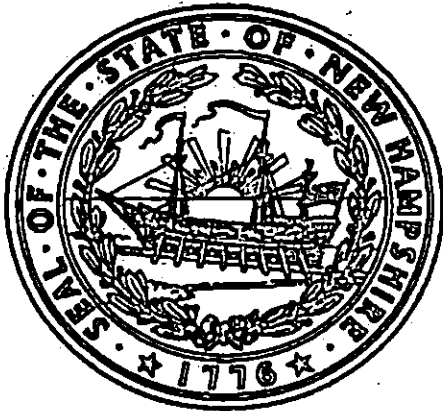
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DUBOIS & KING, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 04, 1970. 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: 766

Certificate Number: 0004910108



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

DuBois & King, Inc.

**Certificate of Vote
And
Certificate of Authority**

I, Richard J. Goodall, hereby certify that I am duly elected Clerk of DuBois & King, Inc.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 26, 2020, at which a quorum of the Board was present and voting.

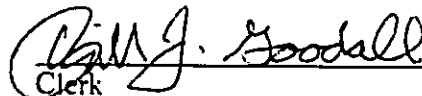
VOTED:

That the President of the Corporation (Jeffrey W. Tucker) is authorized and directed to execute and deliver, on behalf of the Corporation, any and all documents to include, but not by way of limitation, The Contract that in such officer's sole judgement, are necessary or appropriate in connection with executing a Contract with the New Hampshire Fish and Game Department to provide Professional Survey Services for the Fish and Game Department.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 28, 2020 and that Jeffrey W. Tucker is authorized to submit the Contract Agreement as detailed above for this Corporation.

Attest:

Date: July 28, 2020


Clerk



DUBO&KI-01

KLAROCQUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2020

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).

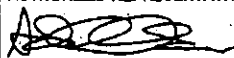
PRODUCER Kinney Pike Insurance Inc. 42 Meadow Lane Randolph, VT 05060	CONTACT NAME: Karen Larocque PHONE (A/C, No, Ext): (800) 296-5722 7716 FAX (A/C, No): (802) 728-4625 E-MAIL ADDRESS: klarocque@kinneypike.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Dubols & King, Inc. PO Box 339 Randolph, VT 05060	INSURER A: Acadia Insurance 31325	
	INSURER B: Star Insurance Company 18023	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 SUBR RISO WORD	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ADV5384526	8/7/2020	8/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC0871481	8/7/2020	8/7/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
States Listed Under Section 3A of the Workers Compensation Policy: ME, NH, NY, VT

CERTIFICATE HOLDER State of New Hampshire Fish & Game Department 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



DUBOI-2

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2020

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).

PRODUCER 585-385-0428 Poole Professional B&B - TM 107 Audubon Rd, 2-305 Wakefield, MA 01880 Thomas M. Mullard	CONTACT NAME: Thomas M. Mullard	
	PHONE (A/C, No, Ext): 585-385-0428	FAX (A/C, No):
E-MAIL ADDRESS: smiller@poole-ny.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Company		37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Dubois & King, Inc.
P.O. Box 339
Randolph, VT 05060

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Prof. Liability Pollution Liability		DPR9964093	08/01/2020	08/01/2021	PER CLAIM AGGREGATE	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Survey, set missing monuments, brush, blaze, paint & install signage.

CERTIFICATE HOLDER NHF&G-1 NEW HAMPSHIRE FISH & GAME DEPARTMENT 11 HAZEN DRIVE CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Matthew Mullard</i>
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