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New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

May 14, 2019

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Collins Engineers, Inc., Portsmouth, NH (Vendor Code #305023), in the amount of \$175,000.00 for Engineering Services for the Statewide Public Boat Access Program from Governor and Council approval through June 30, 2021. 75% Federal Funds, 25% Public Boat Access Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2020 and 2021 with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

		<u>FY 2020*</u>	<u>FY 2021*</u>
03 7575 753520 21170000	Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 046 500463	Consultants	\$100,000.00	\$75,000.00
		* Pending Budget Approval	

Explanation

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

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

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

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

SUMMARY

PRESENTATION/ INTERVIEWS EVALUATION (March 15, 2019) 2019 Engineering Services Contract Solicitation

REVIEWER*	Maximum Score	Collins Engineers, Inc.	GZA	Stantec Consulting Services Inc.
Garret Graaskamp	100	88	85	87
Alan Moody	100	91	76	90
Paul Sanderson	100	91	66	86
Subtotal	100	90.0	75.7	87.7
Rank		1	3	2

SUMMARY
REQUEST FOR QUALIFICATIONS EVALUATION
2019 Engineering Services Contract Solicitation

CANDIDATE FIRM

Possible Score	Ambit Engineering, Inc.	Collins Engineers, Inc.	Fuss & O'Neil	GeoInsight	GZA	Milome & MacBroome, Inc.	Stantec Consulting Services Inc.
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Business Documents Present

Form SF 330	Y/N	Y	Y	Y	Y	Y	Y	Y
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Request for Qualifications Criteria - REVIEWER

Garret Graaskamp	115	77	102	96	84	109	94	104
Alan Moody	115	51	80	79	63	91	87	102
Paul Sanderson	115	72	98	99	70	110	80	110
Average Total	115	66.7	93.3	91.3	72.3	103.3	87	105.3
Rank		7	3	4	6	2	5	1


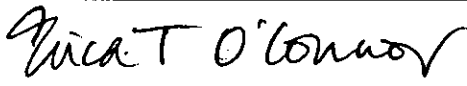
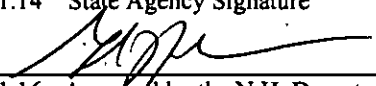
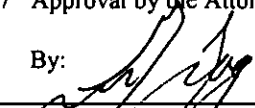

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Collins Engineers, Inc.		1.4 Contractor Address 650 Islington Street, Suite 1, Portsmouth, NH 03861	
1.5 Contractor Phone Number (603) 334-4742	1.6 Account Number 21170000 046 500463	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$175,000.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel O'Connor, P.E., Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>5/8/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public of the Peace [Seal] My Commission Expires Nov. 16, 2021 Erica T. O'Connor 			
1.13.2 Name and Title of Notary or Justice of the Peace ERICA T. O'CONNOR, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director Date: <u>5/15/2019</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/17/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A

SCOPE OF SERVICES

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

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

Phase I – Preliminary Site Selection and Engineering Evaluation.

The Consultant shall provide assistance in developing alternative site selections and preparing engineering evaluations.

A. Site Selection Activities

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

B. Engineering Evaluation Activities

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

C. Topographic Survey

The Consultant shall provide a property survey completed in accordance with Chapter 500, New Hampshire Code of Administrative Rules, and Board of Licensing for Land Surveyors.

D. Environment and Hazardous Waste

1. Environmental Reviews

The Consultant shall provide environmental reviews and documentation that are consistent with the most current versions of the National Environmental Policy

Contractor's Initials DD
Date 5/8/19

Act of 1969 as amended procedures; Federal and State permitting; wetland delineation techniques as outlined in the "Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1"; Hydric soils delineation techniques as outlined in the manual, "Field Indicators for Identifying Hydric Soils in New England"; and, wetland classifications in accordance with the United States Fish and Wildlife Service Manual, "Classification of Wetlands and Deepwater Habitats of the United States."

2. Hazardous Waste Assessment

The Consultant shall provide hazardous waste assessments in accordance with the most current versions of the "ASTM E1528-14 Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process," "ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," and "ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

3. Historic and Archeological Assessment

The Consultant shall provide environmental reviews and documentation that are consistent with Section 106 of the National Historic Preservation Act of 1966 as amended, and historical and archeological inventory and assessment protocols that may be required by the New Hampshire Division of Historical Resources (State Historic Preservation Office).

4. Endangered and Threatened Species Assessment

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

Phase II – Preliminary Plans, Specifications and Estimates

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

Contractor's Initials PA
Date 5/8/19

Phase III – Final Plans, Specifications and Estimates

The Consultant shall prepare from approved Phase II documents, working drawings and specifications, setting forth in detail the requirements for construction of the entire project.

Construction documents shall comply with all current state and local codes, laws, regulations and requirements applicable to the project.

The Consultant agrees that the construction drawings shall be of an appropriate scale, measuring 24 inches by 36 inches with a ½ inch border and a binder border of 1-½ inches, and/or as required to meet Agency requirements. Drawings, which have been completed by a computer aided drafting system, shall be presented to the NHFG in a format compatible with Carlson Civil Suite 2017 and in a .pdf format version. Plan Sheets shall be labeled with its corresponding electronic file name and revision date. Specifications and/or reports, which have been completed by a computerized word processing system, shall be presented to the NHFG in Microsoft Office 2010 Word and Microsoft Office 2010 Excel formats. The format and file names shall be clearly identified on the electronic media.

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

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

The Consultant shall advise the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief of any adjustments to previous statements of probable construction costs indicated by change in program or requirements.

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

Contractor's Initials TOP
Date 5/8/19

The Consultant shall cooperate in the evaluation of any changes in the work with the NHFG Public Boat Access Program Coordinator and NHFG Facilities and Lands Division Chief.

Phase IV – Site Development Supervision and Project Completion

The Consultant shall be responsible for monitoring any and all phases of a project. Project observation will be provided to ensure that each site development conforms to all federal, state, and local laws and also, conforms to the agreed upon documentation of Phases II and III.

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

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

Contractor's Initials DL
Date 5/8/19

EXHIBIT B

TERMS OF PAYMENT

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

The consultant shall receive payment for services rendered in accordance with the following schedule:

1. **Contract Price** – The Contract is for a two-year period. The Consultant shall be eligible to receive up to \$100,000 in the first year of the Contract (July 1, 2019 to June 30, 2020) and up to an additional \$75,000 in the second year (July 1, 2020 to June 30, 2021) of the Contract, contingent upon availability and continued appropriations for State Fiscal Years 2020 and 2021. The Consultant may receive the entire amount or any portion of said amount, depending on services rendered during each contract year. Unused funds from the first year of the Contract may be carried over to the second year of the Contract contingent upon availability and continued appropriations for State Fiscal Years 2020 and 2021.
2. **Vouchers for Payment** – The Consultant may voucher for payments for work satisfactorily completed on a monthly basis. The payment requests for services rendered shall be compiled using the rates shown on the Consultant's fee schedule negotiated for this statewide contract. A copy of the Consultant's fee schedule showing all personnel, a summary of work completed, and timesheet documents shall be included with each request for services rendered.
3. **Mileage** will be reimbursed at the rate of \$0.58/mile and will be adjusted annually based on Federal Government rates.
4. **Expenses** including mail, photos, Federal Express, reproductions, etc. will be invoiced at cost by receipt.

Inflationary Clause – The cost for professional services and reimbursable direct costs may be adjusted after two years, to reflect the cost of living index.

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Date 5/6/19

EXHIBIT C

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

"STATEWIDE PUBLIC BOAT ACCESS PROGRAM"

8. EVENT OF DEFAULT: REMEDIES

Amend 8.1 to include:

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

8.1.5 Makes an assignment for the benefit of creditors, or

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

The Department shall give notice in writing to the Consultant for such delay, neglect, or default. If the Consultant does not proceed in accordance with the Notice, then the Department will, upon written notification from the Project Manager of the fact for such delay, neglect or default and the Consultant's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Consultant. The Department may enter into an Agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in its opinion, will be required for the completion of said contract in an acceptable manner.

10. TERMINATION

Amend 10 to read:

Termination of Contract Without Fault

The Department, for any cause, including but not limited to an order of any Federal authority of petition of the Consultant due to circumstances beyond his control may, in written notice to the Consultant, with the concurrence of the Governor and Council, terminate the contract, or any portion thereof, subject to conditions a, b, c and d provided below.

Notwithstanding, anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available for Appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds, or appropriations, or a reduction of expenditure of State Funds by the Advisory Budget Control Committee, the Department may, by written Notice to the Consultant, immediately terminate this contract in whole or in part in accordance with the following conditions:

Contractor's Initials JDL
Date 9/8/19

- a) When a contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed. Payment for items of work not completed at the time of termination shall be the greater of the following amounts: 1) a percentage or completion of the particular item at time of termination, or 2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.
- b) Reimbursement for organization of the work and mobilization, when not otherwise included in the contract, shall be made where the volume of work completed is too small to compensate the Consultant for these expenses under the Contract, the intent being that an equitable settlement be made with the Consultant.
- c) Acceptable materials obtained or ordered by the Consultant for work and that are not incorporated in the work shall, at the option of the Consultant, be purchased from the Consultant based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Consultant shall do everything possible to cancel unfilled orders.
- d) Termination of a contract or a portion thereof shall not relieve the Consultant of his responsibilities for the work completed.

14. INSURANCE AND BOND

Amend GENERAL PROVISION 14.1 as follows:

Amend 14.1 to read

14.1 The Consultant shall deliver at the time of execution of the Contract, certificates of insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the project, and at the request of the Department, the Consultant shall promptly make available a copy of any and all listed insurance policies. The State of New Hampshire Fish and Game Department shall be named as Certificate holder. The Consultant shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor of assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

Contractor's Initials rd
Date 5/8/19

Amend 14.1.1 to read:

14.1.1 General Liability, Comprehensive form including

Premises – Operations
Completed Operations
Contractual (see Indemnification Clause)
Broad Form Property Damage
Independent Contractors (Contractors Protective)

Combined Single Limit, Bodily Injury, Death and Property Damage

\$2,000,000.00 Per Occurrence
\$2,000,000.00 Aggregate

The Consultant shall indemnify, defend and save harmless the State of New Hampshire and its agents and employees from and against any suit, action, or claim of loss of expenses because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said State of New Hampshire, its agents, employees or others.

Amend 14.1.2 to read:

Professional Liability, Claims Made Form

Limits of Liability
\$1,000,000.00 Per Claim
\$1,000,000.00 Aggregate

CLAIMS AND INDEMNIFICATION:

(a) NON-PROFESSIONAL LIABILITY INDEMNIFICATION: 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 sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct by wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.

(b) PROFESSIONAL LIABILITY INDEMNIFICATION: 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 negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance 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.

Contractor's Initials DT
Date 5/6/19

EXHIBIT D

FEDERAL AWARD INFORMATION AND COMPLIANCES

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

1. Government-wide Debarment and Suspension

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

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

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

2. Restrictions on Lobbying

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

Certification Regarding Lobbying

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

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

Contractor Initials: SDA
Date: 5/19/19

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

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

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

3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387)

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

Contractor Initials: YDL
Date: 9/21/19

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Collins Engineers, Inc.						
1. Principal Engineer 2. Dan O'Connor	1. Responsible for supervising subordinate supervisors of team leaders, e.g. Project Manager, Environmental Consultant, etc. May act as an individual researcher and/or consultant and may assist or be assisted by other engineers and/or technicians. 2. Senior level - 25 years experience and registered P.E. in NH.	\$75.00	150.90%	10.0%	\$206.99	
1. Project Manager/ Marine Engineer 2. Wally Mosher	1. Responsible for entire "Statewide Public Boat Access Program" projects. Duties include all aspects of project management. Responsible for advanced and detailed design, for interpreting and applying engineering principals beyond textbook applications, and for estimating manpower requirements for individual tasks. 2. Senior level - 26 years experience and registered P.E. in States of NH, ME and WA.	\$60.81	150.90%	10.0%	\$167.83	
1. Senior Marine Engineer 2. Zack Jenkins	1. Responsible for conceptual development and for waterfront and civil/site engineering design to include design of piers, pile-held floating docks, stone revetments, coastal bank protection and expansion dredging. 2. Senior level - 9 years experience and registered P.E. in States of NH, MA, NY, RI, VA, CA, HI.	\$49.78	150.90%	10.0%	\$137.39	
1. Senior Marine Engineer 2. Chris Shepard	1. Responsible for waterfront and civil/site engineering design to include design of piers, pile-held floating docks, stone revetments, coastal bank protection and expansion dredging. 2. Senior level - 17 years experience and registered P.E. in States of NH, ME.	\$51.14	150.90%	10.0%	\$141.14	
1. Project Marine Engineer 2. Curtis Cheney	Responsible for waterfront and civil/site engineering design to include design of piers, pile-held floating docks, stone revetments, coastal bank protection and expansion dredging. Responsible for construction oversight upon Department request. Intermediate level - 6 years experience and registered PE in MA	\$38.14	150.90%	10.0%	\$105.26	
1. Staff Marine Engineer 2. Ben Brock	1. Responsible for developing preliminary and final plans completely in the CADD system. Responsible for working with survey personnel to produce base plans from electronic field data. Responsible for construction oversight upon Department request. 2. Staff level - 3 years of experience and EIT.	\$32.45	150.90%	10.0%	\$89.56	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Collins Engineers, Inc.						
1. Staff Marine Engineer 2. Derek Gallagher	1. Responsible for developing preliminary and final plans completely in the CADD system. Responsible for working with survey personnel to produce base plans from electronic field data. Responsible for construction oversight upon Department request. 2. Staff level - 1 year of experience and EIT.	\$28.09	150.90%	10.0%	\$77.53	
1. CADD Designer 2. Steve Bailey	1. Responsible for providing drafting support. 2. Senior level Technician - 12 years of experience and retired PE.	\$46.35	150.90%	10.0%	\$127.92	
1. CADD Designer 2. Dan Jordan	1. Responsible for providing drafting support. 2. Staff level Technician - 3 years of experience.	\$23.27	150.90%	10.0%	\$64.22	
1. CADD Technician 2. Rebecca Cook	1. Responsible for providing drafting support. 2. Staff level Technician, intern.	\$16.00	150.90%	10.0%	\$44.16	
1. Project Manager/Civil Engineer 2. Rachel Tranel	1. Responsible for overall QA/QC of site civil design including grading and drainage design, paving design, utility design, and stormwater management. 2. Senior level site civil project manager/engineer - 22 years of experience and registered in AR, IL, NC, NM, OR, PA, TN, VA, WI, & WV.	\$63.27	150.90%	10.0%	\$174.62	
1. Project Manager/Civil Engineer 2. Kery Hardin	1. Responsible for overall QA/QC of site civil design including grading and drainage design, paving design, utility design, and stormwater management. 2. Senior level site civil project manager/engineer- 21 years experience and registered P.E. in State of WI.	\$42.44	150.90%	10.0%	\$117.13	
1. Sr. Civil Engineer 2. Kevin Weighner	1. Responsible for leading and preparing civil site design plans completely in the CADD system. Including grading and 3D surface generation, utility pipe network design, and stormwater management measures. 2. Senior level site civil project engineer- 10 years experience and registered P.E. in State of WI.	\$40.35	150.90%	10.0%	\$111.36	
1. Staff Civil Engineer 2. Matt Roesch	1. Responsible for developing profiles, cross-sections with template and drainage designs, and quantity estimating. 2. Staff level engineer with 4 years of experience and EIT.	\$30.66	150.90%	10.0%	\$84.62	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Collins Engineers, Inc.						
1. Staff Civil Engineer 2. James Grove	1. Responsible for developing profiles, cross-sections with template and drainage designs, and quantity estimating. 2. Staff level engineer, < 1 year experience and EIT.	\$26.00	150.90%	10.0%	\$71.76	
1. Principal Engineer 2. Jennifer Escobedo, P.E.	1. Responsible for supervising subordinate supervisors and team leaders, e.g. Project Manager, Sub-Consultant, etc. May act as an individual PM, responsible for the oversight and quality control of site civil improvement plan design and preparation, including project specifications. Responsibilities involve design coordination with the client, sub-consultants, architect, other engineering disciplines, multiple jurisdictional entities and utility purveyors. 2. Senior level - 18 years experience and registered P.E. in the State(s) of AZ, CO, NM, NV, TN, UT and WY.	\$75.00	150.90%	10.0%	\$206.99	
1. Project Manager/Project Engineer 2. Edgar León, P.E.	1. Responsible for the oversight and quality control of site civil improvement plan design and preparation, including project specifications. Responsibilities involve design coordination with the client, sub-consultants, architect, other engineering disciplines, multiple jurisdictional entities and utility purveyors. 2. Staff level - 16 years experience and registered P.E. in the State of NV.	\$57.60	150.90%	10.0%	\$158.87	
1. Civil Engineer 2. Christopher Bolton, E.I.T.	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Also responsible for traffic-related tasks such as preparation of Traffic Impact Analyses and Studies, traffic counts, trip generation calculations, trip distribution and assignment, intersection level of service using SYCHRO, turning lane storage, and queuing analysis. 2. Staff level engineer - 11 years experience.	\$40.00	150.90%	10.0%	\$110.40	
1. Civil Engineer 2. Jonathan Head, E.I.T.	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Responsible for a the site civil improvement plans designs and production and in-house quality control. Also responsible for coordination with sub-consultants, architects and other engineering disciplines. 2. Staff level engineer - 7 years experience.	\$32.00	150.90%	10.0%	\$88.32	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Collins Engineers, Inc.						
1. Junior Civil Engineer 2. Annie Weist, E.I.T.	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Responsible for site civil improvement plans design and production. Water system responsibilities include preparation of the Water Network Analysis, including coordination with jurisdiction for peak hour demands, estimating max day demands, calculating required fire flow for a project site, calculating pressures at the project site using WaterCAD V8i, as well as utility design for the site. 2. Staff level engineer - 1 year experience.	\$24.04	150.90%	10.0%	\$66.35	
1. Senior Engineering Technician, CADD Designer 2. Tony Pacas-Interiano	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Responsible for site civil improvement plans design and production including demolition, horizontal control, grading, wet utilities, roadway design, dry utility coordination, civil details, cross section details, and roadway/utility profiles; as well as in-house quality control. 2. Senior level technician - 19 years experience.	\$38.50	150.90%	10.0%	\$106.26	
1. Senior Engineering Technician 2. John Martinez, Jr.	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Responsible for the management, coordination and facilitation of all site civil related submittals and approvals as required, through local, state and federal review agencies and utility purveyors. Responsibilities also involve client and sub-consultant coordination, jurisdictional coordination and schedule tracking. 2. Senior level technician - 18 years experience.	\$36.40	150.90%	10.0%	\$100.46	
1. CADD Designer 2. John Martinez, Sr.	1. Responsible for the preparation of civil improvement plans under the supervision of a licensed professional engineer. Responsibilities also include active construction administration, on-site inspection, and site design to resolve issues during construction. 2. Staff level technician - 45 years experience.	\$33.00	150.90%	10.0%	\$91.08	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
MRLD, LLC						
1. Landscape Architect	1. Responsible for plantings plans, site design, stormwater and low impact development design, and visual impact analysis and mitigation design.	\$90.0	45%	10%	\$143.55	
2. Mitchell Rasor	2. Senior level, ME and MA Licensed Landscape Architect, CLARB Certified.					
Victoria Bunker, Inc.						
1. Principal Archeologist	1. Responsible for project management, client communication, research design, field evaluation, report writing.	\$125.00	50.00%	10.0%	\$206.25	
2. Victoria Bunker	2. Senior level - company owner, PhD.					
1. Project Archeologist	1. Responsible for historic sites and industrial sites, research, field evaluation, report writing.	\$45.00	50.00%	10.0%	\$74.25	
2. Shella Charles 3. Dennis Howe	2,3. Senior level - Master degree.					
1. Field Supervisor	1. Responsible for implementing research design in field, field investigations, artifact evaluation, data synthesis, draft and final report production.	\$25.00	50.00%	10.0%	\$41.25	
2. Brian Cavanaugh 3. Ashley Cavanaugh	2. Junior level - project basis.					
1. Graphic artist	1. Responsible for draft and final report production.	\$25.00	50.00%	10.0%	\$41.25	
2. Katharine Buchanan	2. Junior level - project basis.					
1. Field Crew	1. Responsible for walkover inspections, shovel test sampling, field recording.	\$18.00	50.00%	10.0%	\$29.70	
2. Various individuals on contract basis	2. Staff level - project basis.					

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Summit Geoenvironmental Services, Inc.						
1. Principal Engineer 2. William Peterlein	1. Responsible for oversight of technical work performed by project managers and senior engineers. Supervision of all employees in the performance of their work, budgets, billing, client communications, and deliverables. 2. Senior level - company owner and registered PE in NH, ME, VT and MA.	\$52.00	150.00%	10.0%	\$143.00	
1. Senior Geotechnical Engineer 2. Mat Hardison 3. Kevin Russ	1. Responsible for exploration scope development, execution, analyses of data, and preparation of reports. Acts simultaneously as project manager and project engineer. Reports directly to the Principal Engineer. 2,3. Senior level, registered PE in ME.	\$43.00	150.00%	10.0%	\$118.25	
1. Senior Geologist 2. Steve Marcotte	1. Responsible for exploration scope development, execution, analyses of data, and preparation of reports. Acts simultaneously as project manager and project engineer. Reports directly to the Principal Engineer. 2. Senior level, PG	\$43.00	150.00%	10.0%	\$118.25	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Doucet Survey						
1. Senior Professional Surveyor	1. Responsibilities include direct supervision of project management, records research, computations, drafting, and field survey. 2-6. Senior level - 10 + years experience as a licensed land surveyors.					
2. William Doucet		\$56.75	135%	10%	\$146.89	
3. Steve Michaud		\$53.06	135%	10%	\$137.34	
4. Jeff Goldknopf		\$42.96	135%	10%	\$111.19	
5. Jack Kaiser		\$42.96	135%	10%	\$111.19	
6. Matt Fagginger-Auer		\$37.90	135%	10%	\$98.10	
1. Project Manager	1. Responsibilities include all aspects of project management. 2,3. Senior level.					
2. Pat Sharkey		\$35.38	135%	10%	\$91.57	
3. Michael Carter		\$33.13	135%	10%	\$85.75	
1. Survey Crew Chief	1. Foreperson of survey crew. 2-6. Intermediate to Senior level - 5 to 10+ years experience with boundary and detailed topographic survey in a wide variety of projects.					
2. John Laflam		\$28.75	135%	10%	\$74.41	
3. Dan Buscemi		\$27.00	135%	10%	\$69.88	
4. Jon Edy		\$25.75	135%	10%	\$66.65	
5. Steve French		\$25.20	135%	10%	\$65.23	
6. Jason McKay		\$23.00	135%	10%	\$59.53	
1. Survey Instrument Operator	1. Responsible for operation and maintenance of survey equipment including robotic total station, digital level, GNSS Receivers and UAV. 2-6. Staff to Intermediate level.					
2. Luke Smith		\$24.75	135%	10%	\$64.06	
3. Derek Lee		\$20.00	135%	10%	\$51.77	
4. Bevan Timm		\$24.75	135%	10%	\$64.06	
5. Glan Andrea Noonan		\$19.00	135%	10%	\$49.18	
6. Jesse Hofmann		\$20.00	135%	10%	\$51.77	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Doucet Survey						
1. Senior Survey Cad Tech	1. Responsible for compiling survey data into a design ready cad drawing to clients specifications or recordable plat.					
2. Whitney Covill		\$30.00	135%	10%	\$77.65	
3. Michael Lanigan	2-4. Staff to Intermediate level.	\$33.86	135%	10%	\$87.64	
4. Ed Potter		\$18.50	135%	10%	\$47.88	
1. Survey Tech	1. Responsibilities include Jr. Project management, research and computations.					
2. Bevan Timm		\$24.75	135%	10%	\$64.06	
3. Dan Buscemi	2.3. Survey tech has both office and field experience totaling over 5 years.	\$27.00	135%	10%	\$69.88	
1. Clerical	1. Responsible for providing secretarial support as necessary.					
2. Linda Hoff		\$31.00	135%	10%	\$80.24	
3. Christal Partis	2.3. Staff level.	\$20.00	135%	10%	\$51.77	

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

POSITION TITLE (1) AND TEAM MEMBER NAME (2)	RESPONSIBILITIES (1) AND PERFORMANCE LEVEL (2)	SALARY RATE	OVERHEAD %	FEE %	TOTAL RATE/HR	FOR CONSULTANT COMMITTEE USE ONLY
Normandeau Associates						
1. Principal Wetland Scientist 2. Lee Carbonneau	1. Responsible for contract compliance and staff oversight 2. Senior level - 30 yrs experience, NH Cert. Wetland Scientist, Prof. Wetland Scientist	\$48.71	223%	10%	\$168.16	
1. Senior Wetland Scientist 2. William McCloy	1. Responsible for environmental project management 2. Senior level - 13 yrs experience, NH Certified Wetland Scientist, Professional Wetland Scientist	\$28.93	223%	10%	\$102.91	
1. Staff Wetland Scientist 2. Ben Griffith	1. Responsible for wetland delineation, plant survey, permit applications. 2. Intermediate level - 10 yrs experience and NH Certified Wetland Scientist	\$24.58	223%	10%	\$87.36	
1. Staff Scientist 2. Jamie O'Brien	1. Responsible for task management, wetland data management, wildlife survey and permitting assistance 2. Staff level - 8 yrs experience.	\$22.48	223%	10%	\$79.97	
1. Senior Aquatic Biologist 2. Joe Snavely	1. Responsible for rare mussel survey, aquatic habitat evaluation 2. Senior level - 18 yrs experience	\$41.69	223%	10%	\$148.30	
1. Staff Fisheries Biologist 2. Tyler Parent	1. Responsible for fisheries/Essential Fish Habitat/coastal habitat surveys 2. Staff level - 5 years experience	\$20.90	223%	10%	\$74.35	

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State of New Hampshire

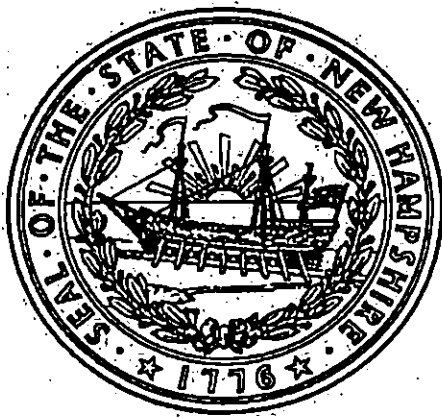
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COLLINS ENGINEERS, INCORPORATED is a Illinois Profit Corporation registered to transact business in New Hampshire on April 12, 2007. 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: 575882

Certificate Number: 0004511328



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. 2019.

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

William M. Gardner
Secretary of State

COLLINS ENGINEERS INC

CERTIFICATE OF VOTE

I, Roxanne Collins Secretary of Collins Engineers, Inc. do hereby certify that:

1. I am the duly elected Secretary of Collins Engineers, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Collins Engineers, Inc. duly held on May 7, 2019.

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that the President and Vice President-Northeast Division Manager are hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to affect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 7, 2019.

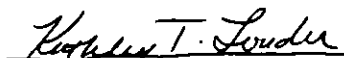
4. Daniel G. Cecchi is the duly appointed President and Daniel W. O'Connor is the duly appointed Vice President-Northeast Division Manager of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Collins Engineers, Inc. this 7th day of May 2019


Roxanne Collins, Secretary

State of ILLINOIS, County of WILL.

On this the 7th day of MAY 2019, before me Roxanne Collins, the undersigned officer, personally appeared personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


Kathleen T. Louder
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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 USI Insurance Services LLC 10 S. Wacker, 17th floor Chicago, IL 60606	CONTACT NAME: Alison Blaser PHONE (A/C, No, Ext): 312 766 2018 FAX (A/C, No): 610 537 1864 E-MAIL ADDRESS: alison.blaser@usi.com														
INSURED Collins Engineers, Inc. 123 N Wacker Dr Ste 900 Chicago IL 60606	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Commerce & Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B: Travelers Indemnity Co. of Connecticut	25682	INSURER C: Commerce & Industry Insurance Company	19410	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 14187645** **REVISION NUMBER: See below**

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	ADDITIONAL SUBROGATION WAIVED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		P6307A377680	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 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 - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HCPD/ACV		P-810-7A377680	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP-31N05192	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	WC5226716	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC4321498 USL&H/ AOS	11/01/2018	11/01/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers		P-630-7A377680	11/01/2018	11/01/2019	\$150,000
A	EDP Data & Media		P-630-7A377680	11/01/2018	11/01/2019	\$25,000

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

RE: Engineering Services for the Public Boat Access Project Additional Insureds: State of New Hampshire and its agents and employees

When agreed in written contract with the Named Insured, the above are named as additional insured as it relates to general liability and auto liability subject to the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds.

CERTIFICATE HOLDER NH Fish and Game Department Glenn Normandeau, Executive Director 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
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CERTIFICATE OF LIABILITY INSURANCE

COLLIENG1

DATE (MM/DD/YYYY)
5/9/2019

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.

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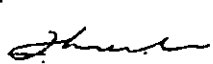
PRODUCER USI Insurance Services LLC 10 S. Wacker, 17th floor Chicago, IL 60606	CONTACT NAME: Alison Blaser PHONE (A/C, No, Ext): 312 766 2018 FAX (A/C, No): 610 537 1964 E-MAIL ADDRESS: alison.blaser@usi.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Beazley Insurance Company 37540 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Collins Engineers, Inc. 123 N Wacker Dr Ste 900 Chicago IL 60606		

COVERAGES **CERTIFICATE NUMBER:** 14184961 **REVISION NUMBER:** See below

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L 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 <input type="checkbox"/> 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) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Form			V15RR9191401	03/15/19	03/15/20	\$1,000,000 each claim \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE:Engineering Services for the Public Boat Access Project Evidence of Insurance

CERTIFICATE HOLDER NH Fish and Game Department Glenn Normandeau, Executive Director 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 
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