



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Belknap County Conservation District, (VC # 154869) in the amount of \$69,800 to complete the *Gunstock Brook: Implementation of Meredith, Paugus, and Saunders Bays Watershed Management Plan (Phase I) Geomorphology-based Restoration at Route 11B Mass Failure/Wasting Site*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2014</u>
03-44-44-442010-2035-072-500574	<u>\$69,800</u>
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2014 Watershed Assistance Grants program. Fourteen proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the eleven highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

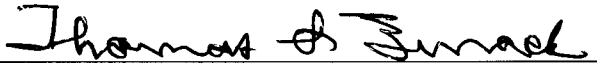
This project will implement restoration and repair activities on approximately 125 linear feet of eroding streambank on Gunstock Brook in Gilford. This stream segment passing under Route 11B was identified both in the Meredith Paugus and Saunders Bays Watershed management plan, and in an associated study, the Gunstock Brook Watershed Stream (GBWS) Geomorphic Assessment, as being in "poor"

geomorphic condition and needing restoration. Roadway construction has encroached on the floodplain and the stream was redirected into an unnatural flow pattern due to the location and alignment of the Route 11B bridge abutments, resulting in the scour and erosion of a steep streambank. The average eroded bank height is approximately 25 feet, and the estimated maximum height is 40 feet. The accumulation of sediment and phosphorus in Gunstock Brook threatens aquatic life in the stream, and destabilization of the bank and accumulation of debris could ultimately threaten the bridge structure.

The Belknap County Conservation District, in association with their project partners, will use a combination of techniques to stabilize the streambank. This will include: reinforcing the toe of the slope; contouring the bank to reduce the slope and provide a vegetated bench; removing and repurposing some of the deposited debris now obstructing the stream channel; and, re-vegetating the project area. In addition, local officials will conduct outreach activities, thoroughly document the restoration process, and review the GBWS Geomorphic Assessment report to prioritize future repairs to other threatened reaches on the brook.

A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner


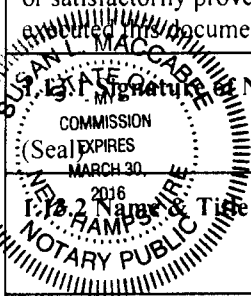
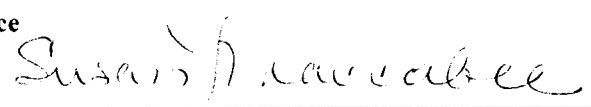

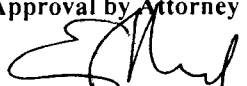
GRANT AGREEMENT

Subject: Gunstock Brook - Implementation of MPSB Watershed Management Plan (Phase I):
Geomorphology-based Restoration at Route 11B Mass Failure/Wasting Site

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

GENERAL PROVISIONS

I. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Belknap County Conservation District		1.4 Grantee Address 2 Airport Road, Unit #1 Gilford, NH 03249	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$69,800
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor John M Hodsdon, Chairman BCCD	
1.13 Acknowledgment: State of New Hampshire, County of <u>Belknap</u> On <u>3/17/14</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.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name & Title of Notary Public or Justice of the Peace		Susan Maccabee Notary.	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>4/16/2014</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

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 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 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee 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 Grantee notice of termination; and

11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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

The Belknap County Conservation District shall perform the following tasks as described in the detailed proposal titled Gunstock Brook - Implementation of MPSB Watershed Management Plan (Phase I): Geomorphology-based Restoration at Route 11B Mass Failure/Wasting Site Project, submitted by the Belknap County Conservation District, dated December 13, 2013:

Objective 1: Project Administration and timely reporting to NHDES.

Measures of Success: Project successfully completed, funds distributed, outcomes reported

Deliverable 1: Provide DES with Invoices, match documentation, and all required reports.

Task 1: Conduct general grant administration and financial tracking, and produce and submit semi-annual progress reports at the end of each June and December of the project period.

Task 2: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage.

Objective 2: Priority list of proposed sites identified within the Gunstock Brook Watershed Stream (GBWS) Geomorphic Assessment

Measures of Success: Newly established stream quality monitoring sites paired with priority project sites on Gunstock Brook.

Deliverable 2: Provide DES with: 1) the prioritization results study in digital and hard copy formats; 2) Consultant selection request for proposals documentation and contract documents.

Task 3: Coordinate with municipal officials to select stakeholders for the project steering committee. Supply stakeholders with project background materials including Full Proposal, GBWS Geomorphic Assessment, and Grant Agreement.

Task 4: Establish communication network, identify meeting location(s), and develop meeting schedule.

Task 5: Coordinate with stakeholder participants and use GBWS Geomorphic Assessment and other suggested reports and documents to prioritize potential project sites. Process will include: review and research of materials during and outside of meetings; talking with landowners; developing criteria for the prioritization process of future projects; and prioritizing potential projects; identification of potential water quality testing/monitoring sites.

Task 6: Complete a request for qualifications process in compliance with State and Federal rules to select and hire a consultant. Anticipated topics which will need consultant guidance include developing individual project cost estimates, engineering, construction, and water testing parameters. DES must review and approve all RFQ related documents prior to publication/execution.

Task 7: Compile and summarize the committee's prioritization results. Report the results to municipal officials. Post results to electronic media, and report general information about the committee and their results to local newspapers. Provide outreach materials to DES for review prior to publication.

Objective 3: GBWS Geomorphic Assessment Project Site MO2-A is stable relative to aggradation and degradation within this reach of Gunstock Brook.

Measures of Success: Bankfull events and larger magnitude storm events are conveyed through this reach without damage.

Deliverable 3: Provide DES with copies of the Site Specific Project Plan (SSPP), final design, annual post-installation reports, and Pollutants Controlled Report (PCR).

Task 8: Complete a request for qualifications process in compliance with State and Federal rules to select and hire a design engineering firm. DES must review and approve the solicitation and all documents before publication and/or execution.

Task 9: Coordinate with the engineer to develop a SSPP in accordance with Programmatic and reference QAPP documents relative to the use of the Region 5 Model to determine pollutant load reduction estimates as a result of project implementation.

Task 10: Perform a site specific topographic survey of the project area including elements of Phase III study suggested in the GBWS Geomorphic Assessment.

Task 11: Generate final designs. Design will include grading, BMP selection, profiles, cross section, and detail of the proposed improvements. Develop construction drawings, specifications, and cost estimates.

Task 12: Obtain the permits necessary to carry out restoration. Coordinate with the engineering firm to apply for and obtain NHDES Wetland Permit Application. Incorporate any changes into the Final Design.

Task 13: Complete a State and Federally compliant construction bid process to advertise for bids, coordinate bid opening, and then award the construction contract. DES must review and approve all bid related documents prior to publication/execution.

Task 14: Coordinate with the construction firm to follow the "construction sequence" and "construction notes" as stipulated in the approved NHDES Wetlands Permit. Ensure that the work site is 'closed' with appropriate best management practices at the end of each day to avoid further erosion.

Task 15: Coordinate with the selected engineering firm to have them perform on-site construction inspection to ensure construction plans are followed as designed.

Task 16: Coordinate project partners and design engineers to complete post-installation monitoring. Evaluation of performance will be conducted through the end of the project period. Complete and submit a Pollutants Controlled Report (PCR) immediately after construction is complete.

Objective 4: The public will be involved and notified about project development, implementation and success through a variety of media and media outlets

Measures of Success: Bulk mail receipts for 6,800 residents, successful video uploads to the Winnepesaukee Gateway, NHLA, YouTube, and other social media sites.

Deliverable 4: Provide DES with links and/or copies of the project video, project status report, newspaper articles, and successful uploads to various social media outlets and local websites (LWWA, NHLA, etc.)

Task 17: Perform a State and Federally approved request for proposals process to select a film/video company. DES must review and approve the solicitation and all documents before publication and/or execution.

Task 18: Collect footage for the video prior to installation, during installation, and after installation of restoration measures.

Task 19: Coordinate with the selected video contractor to upload the video content to the LWWA website, BCCD website, YouTube and provide link on social media sites. Ask other entities such as NH Lakes Assoc. and Lakes Region Planning Commission to offer a link to the video on their on-line sites. Submit an announcement to the local newspapers. All outreach materials must be reviewed and approved by DES prior to publication.

Task 20: Prepare a project summary document. Submit the document to be printed, and bulk mailed using addresses provided by the town to approximately 6,800 Gilford households. Complete a competitive selection process for printing and mailing services. All outreach and selection process materials must be reviewed and approved by DES prior to publication/execution.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Grantee Initials
Date 3/17/2014

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of at least \$46,557. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Task 1	\$1,000
Upon completion and DES approval of Task 2	\$1,000
Upon completion and DES approval of Tasks 3 - 5	\$600
Upon completion and DES approval of Tasks 6 and 7	\$100
Upon completion and DES approval of Tasks 8 and 9	\$1,400
Upon completion and DES approval of Task 10	\$3,500
Upon completion and DES approval of Task 11	\$7,500
Upon completion and DES approval of Task 12	\$2,200
Upon completion and DES approval of Task 13	\$1,500
Upon completion and DES approval of Task 14	\$34,000
Upon completion and DES approval of Task 15	\$5,000
Upon completion and DES approval of Task 16	\$4,000
Upon completion and DES approval of Task 17	\$150
Upon completion and DES approval of Task 18	\$6,700
Upon completion and DES approval of Task 19	\$150
Upon completion and DES approval of Task 20	\$1,000
Total	\$69,800

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66-460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 40 CFR 30.21 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR 30.27; and OMB Circular A-122.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 30.23 and OMB Circular A-122.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 30.34 through 40 CFR 30.37 and OMB Circular A-122.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR 30.13. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders

and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee will comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee's DUNS number is 031741957.

CERTIFICATE of AUTHORITY

I, Lisa Morin, Program Coordinator of the Belknap County Conservation District, do hereby certify that:

- (1) I am the Program Coordinator ;
- (2) at the meeting held on March 6, 2014, the Belknap County Conservation District voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Belknap County Conservation District further authorized the Board of Supervisors, Chairman, John Hodsdon to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

John Hodsdon

IN WITNESS WHEREOF, I have hereunto set my hand as the Program Coordinator of the Belknap County Conservation District, this 14 day of April, 2014.




Lisa Morin, Program Coordinator

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 14 day of April, 2014, before me Helen Stacy the undersigned officer, personally appeared Lisa Morin who acknowledged him/herself to be the Program Coordinator of the Belknap County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Name of Notary Public (signature above)

Commission Expiration Date:

(Seal)



CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Member Number:		All Members (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
Fire Damage (each fire)	\$			
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding
Salaries & Wages	\$2,600.00
Travel and Training	\$0.00
Contractual	\$31,700.00
Other (permits, postage, printing)	\$1,500.00
Construction	<u>\$34,000.00</u>
Total Grant Amount	\$69,800.00

Attachment B: 2014 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Proposal Score	Rank
DES Dam Bureau	Sawyers Mill Dam Pond - Bellamy River, Upper and Lower Sawyers Mill Dams Removal Project Phase II: Final Design and Permitting	90	92	86	90	88	85	531	1
Wolfeboro, Town of	Wentworth and Crescent Lake WWP Implementation Phase 2 Multiple Stormwater BMPs	97	91	82	88	75	85	518	2
Alstead, Town of	Warren Brook Restoration Master Plan Implementation Phase 2 Storm Damage Mitigation	90	88	74	87	74	95	508	3
Lake Winnepesaukee Watershed Association	Moultonborough Bay Inlet Watershed Restoration Plan Development and Implementation: Phase 1	95	86	80	86	70	80	497	4
University of New Hampshire	Great Bay Watershed Nitrogen Non-Point Source Study Implementation: Phase 1 - UNH BMPs to Reduce Nitrogen	91	83	81	89	73	72	489	5
New Hampshire Rivers Council	McQuesten Brook Geomorphic Assessment and Watershed Restoration Plan - Phase 3 Implementation: Culvert Replacements	80	89	80	89	84	64	486	6
Laconia, City of	Jewett Brook Watershed Management Plan Phase 1 - Restoration of Floodplain Access	80	82	79	70	71	78	460	7
Belknap County Conservation District	Gunstock Brook - Implementation of the MPSB Watershed Management Plan Phase 1 Geomorphology Based Restoration at Route 11B Mass Failure/Wasting Site	76	66	76	80	64	95	457	8
Rockingham County Conservation District	Great Bay Watershed Management Implementation Phase 1: New Septic Technologies for Nitrogen Management	91	55	67	84	74	66	437	9
Great Bay Stewards	Soak Up the Rain Great Bay Phase 1 Residential BMPs	70	77	65	86	58	36	392	10
Silver Lake Land Trust	Silver Lake Plan Development and Implementation Phase 1: Plan and Landowner BMP Education and Cost Share Program	72	59	72	67	67	53	390	11
Strafford County Conservation District	Great Bay Watershed Management Implementation Phase 1: Soil Health for Nutrient Management	76	43	55	68	68	65	375	not selected
Trout Unlimited	Labin Ainsworth Pond Partial Dam Removal and Stony Brook/Mountain Brook Restoration Project in Jaffrey, New Hampshire Phase 1 Design Engineering and Permitting	72	44	70	81	49	25	341	not selected
Squam Lakes Association	Squam Lakes Watershed Management Plan: Phase 1 Development	57	23	67	59	57	75	338	not selected

Review Team Members

Name	Qualifications
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.