



The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**



October 14, 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 Town of Wolfeboro, NH, (VC #177500) in the amount of \$120,000 to complete the *Lake Wentworth and Crescent Lake Watershed Management Plan Implementation Project Phase 2: Stormwater Best Management Practices*, effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2015</u>
03-44-44-442010-7602-072-500574	\$120,000
Dept. Environmental Services, Surface Water Quality PPG, 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.

Through this project, the Town of Wolfeboro will work in cooperation with the Lake Wentworth Foundation to implement watershed management efforts for Lake Wentworth and Crescent Lake based on recommendations provided in the Lake Wentworth/Crescent Lake Watershed Management Plan



(WMP) that was completed in 2012. Lake Wentworth and Crescent Lake are located in Wolfeboro, NH, and flow into Lake Winnepesaukee via the Smith River. The watershed for these lakes is approximately 35.6 square miles of mostly non-developed land that includes some small isolated urban areas, residential homes, and summer camps, located along shorelines. Fourteen different streams, totaling 54 miles in length, drain through these developed areas and into the lakes, carrying sediment and nutrients that adversely affect water quality. In the past several years, there has been an increase in algae and low levels of oxygen in the lake as a result of these sediment and nutrient loadings.

The WMP identified, evaluated and ranked several stormwater Best Management Practices (BMPs) to address the impacts of Non-Point Source (NPS) pollution, including these sediment and nutrient loadings from the urban and developed portions of the watershed. This project proposes the implementation of three of the top ten ranked stormwater structural BMPs from the approved WMP. The Lake Wentworth Foundation also plans to continue its on-going public education and outreach efforts utilizing educational brochures, mailings and updates to its website to provide educational information about stormwater runoff, NPS pollution and how these particular BMPs will help reduce pollution and improve water quality. To demonstrate the success of the project, Wolfeboro will provide DES with documentation of the BMP installations, and their associated pollutant load reduction estimates.

The total project costs are budgeted at \$200,040. DES will provide \$120,000 (60%) of the project costs through a federal grant and the Town of Wolfeboro will provide the remaining costs through cash and in-kind services. 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.

  
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Thomas S. Burack, Commissioner

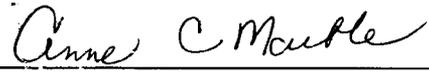
## GRANT AGREEMENT

Subject: Lake Wentworth/Crescent Lake Watershed Management Plan Implementation Phase 2: Stormwater Best Management Practices

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Town of Wolfeboro		<b>1.4 Grantee Address</b> P.O. Box 629 Wolfeboro, NH 03894	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$120,000
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> DAVID W. OWEN, TOWN MANAGER	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Carroll</u></b> On <u>09/30/2014</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <div style="text-align: right;"><b>ANNE C. MARBLE</b> Notary Public - New Hampshire My Commission Expires December 8, 2016</div>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>11/14/2014</u>			
<b>1.17 Approval by the Governor and Council</b> 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, of 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 of 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 Town of Wolfeboro, NH shall perform the following tasks as described in the detailed proposal titled Lake Wentworth/Crescent Lake Watershed Management Plan Implementation Phase 2: Stormwater Best Management Practices Project, submitted by the Town of Wolfeboro, dated December 13, 2013:

**Objective 1: The Town of Wolfeboro has entered into a contract with a consulting firm for design, engineering, and permitting of Best Management Practices (BMPs) to be installed in the Lake Wentworth and Crescent Lake watersheds.**

Measures of Success: The Town of Wolfeboro has entered into a contract with an engineering design firm.

**Deliverable 1:** Executed contract between design engineering firm and Town of Wolfeboro.

Task 1: Develop and issue a Request for Qualifications (RFQ) for a consulting firm to review the BMP concepts at Trites, Route 109, Wentworth State Park and South Main Street and generate the detailed design plans, calculations, and projected costs. RFQ process will follow a State and Federally approved procurement process. All documents must be approved by DES prior to publication.

Task 2: Review proposals and qualifications and conduct interviews as necessary.

Task 3: Select Engineering design firm, and then draft contract agreement between the firm and Town of Wolfeboro (Town) for the Scope of Work.

Task 4: Submit draft contract to DES for approval, and then execute the contract agreement with the selected engineering design firm.

**Objective 2: Complete detailed design for TRITES property BMPs**

Measures of Success: Detailed engineering designs are reviewed and approved.

**Deliverable 2:** Copies of approved engineering designs delivered to DES

Task 5: Coordinate with the engineering firm to review design concepts outlined in the RFQ and develop a report for the Town.

Task 6: Coordinate with design contractor, DES, and Town personnel to reach agreement on final design concepts.

Task 7: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to DES for approval.

Task 8: Coordinate with the engineering firm to make any modifications to detail designs requested by DES, and resubmit the final approved designs.

**Objective 3: All necessary permits and surveys to generate construction-ready plans for TRITES property BMPs on file with Town of Wolfeboro and DES.**

Measures of Success: All required State and Town permits have been approved.

**Deliverable 3:** Copies of all required permits to DES.

Task 9: Obtain documented Easement from property owner to implement and maintain BMPs.

Task 10: Define all required State and Town permits, and submit application forms.

Task 11: Work with consultant to respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 12: Coordinate with the consultant to complete required surveys and develop plans required for bidding process and construction.

**Objective 4: Construction Phase for TRITES Property BMPs**

Measures of Success: Construction firm is selected, a contract for construction is signed, and construction is completed

**Deliverable 4:** Construction close-out memo and pollutants controlled report submitted to DES.

Task 13: Develop and issue a Request for Bids for construction contractors. Bid process will follow a State and Federally approved procurement process. All documents must be approved by DES prior to publication.

Task 14: Conduct pre-bid site walk if necessary and review bid packages.

Task 15: Select construction contractor, and then draft contract agreement between the contractor and Town for the Scope of Work.

Task 16: Submit draft contract to DES for approval, and then execute the contract agreement with the selected construction contractor.

Task 17: Coordinate with the contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report and construction close-out memo for delivery to DES.

**Objective 5: Complete Detailed Design for Route 109 BMPs**

Measures of Success: Detailed engineering designs are reviewed and approved.

**Deliverable 5:** Copies of approved engineering designs delivered to DES

Task 18: Coordinate with the engineering firm to review design concepts and develop a conceptual design report for the Town.

Task 19: Coordinate with design contractor, DES, and Town personnel to reach agreement on final design concepts.

Task 20: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to DES for approval.

Task 21: Coordinate with the engineering firm to make any modifications to detailed designs requested by DES, and resubmit the final approved designs.

**Objective 6: Obtain All Necessary Permits and surveys for Route 109 BMPs**

Measures of Success: All required State and Town permits have been approved.

**Deliverable 6:** Copies of all required permits submitted to DES.

Task 22: Prepare and submit all required State and Town permit applications.

Task 23: Respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 24: Coordinate with the engineering firm to complete required surveys and plans required for construction.

**Objective 7: Construction Phase for Route 109 BMPs**

Measures of Success: Construction firm is selected, a contract for construction is signed, and construction is completed

**Deliverable 7:** Construction close-out memo and pollutants controlled report submitted to DES.

Task 25: Develop and issue a Request for Bids for construction contractors. Bid process will follow a State and federally approved procurement process. All documents must be approved by DES prior to publication.

Task 26: Conduct pre-bid site walk if necessary and review bid packages.

Task 27: Select construction contractor, and then draft contract agreement between the contractor and Town for the Scope of Work.

Task 28: Submit draft contract to DES for approval, and then execute the contract agreement with the selected construction contractor.

Task 29: Coordinate with the contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report for DES.

**Objective 8: Complete Detailed Design for Wentworth State Park BMPs**

Measures of Success: Detailed engineering designs are reviewed and approved.

**Deliverable 8:** Copies of approved engineering designs delivered to DES

Task 30: Coordinate with the engineering firm to review design concepts and develop a conceptual design report for the Town.

Task 31: Coordinate with design contractor, DES, and Town personnel to reach agreement on final design concepts.

Task 32: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to DES for approval.

Task 33: Coordinate with the engineering firm to make any modifications to detailed designs requested by DES, and resubmit the final approved designs.

**Objective 9: Obtain All Necessary Permits and surveys for Wentworth State Park BMPs**

Measures of Success: All required State and Town permits have been approved.

**Deliverable 9:** Copies of all required permits submitted to DES.

Task 34: Prepare and submit all required State and Town permit applications.

Task 35: Respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 36: Coordinate with the engineering firm to complete required surveys and plans required for construction.

**Objective 10: Construction Phase for Wentworth State Park BMPs**

Measures of Success: Construction firm is selected, a contract for construction is signed, and construction is completed

**Deliverable 10:** Construction close-out memo and pollutants controlled report submitted to DES.

Task 37: Develop and issue a Request for Bids for construction contractors. Bid process will follow a State and federally approved procurement process. All documents must be approved by DES prior to publication.

Task 38: Conduct pre-bid site walk if necessary and review bid packages.

Task 39: Select construction contractor, and then draft contract agreement between the contractor and Town for the Scope of Work.

Task 40: Submit draft contract to DES for approval, and then execute the contract agreement with the selected construction contractor.

Task 41: Coordinate with the contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report for DES.

**Objective 11: Complete Detailed Design for South Main Street BMPs**

Measures of Success: Detailed engineering designs are reviewed and approved.

**Deliverable 11:** Copies of approved engineering designs delivered to DES

Task 42: Coordinate with the consulting firm to review design concepts outlined in the RFP and develop a report for the Town.

Task 43: Coordinate with consultant, DES, and Town personnel to reach agreement on final design concepts.

Task 44: Coordinate with the consulting firm to complete detailed construction designs, calculations, and projected costs, and submit to DES for approval.

Task 45: Coordinate with the consulting firm to make any modifications to detail designs requested by DES, and resubmit the final approved designs.

**Objective 12: Obtain All Necessary Permits and surveys for South Main Street BMPs**

Measures of Success: All required State and Town permits have been approved.

**Deliverable 12:** Copies of all required permits submitted to DES.

Task 46: Prepare and submit all required State and Town permit applications.

Task 47: Respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 48: Coordinate with the consulting firm to complete required surveys and plans required for construction of South Main Street BMPs.

**Objective 13: BMP Design**

Measures of Success: Based upon BMP recommendations identified in 2012 Watershed Management Plan, develop and deliver 5 conceptual designs that can be implemented in the future at specific locations.

**Deliverable 13:** Provide DES with BMP concept designs and cost estimates for review and comment.

Task 49: Select 5 medium or high priority BMP sites for preliminary design for DES review and approval.

Task 50: Complete conceptual designs and cost estimates for above BMP sites for DES review and approval.

**Objective 14: Site Specific Project Plan (SSPP) - covering environmental data collection**

Measures of Success: SSPP approved by DES and on file with Town of Wolfboro and all project partners.

**Deliverable 14:** DES-approved SSPP on file with all project partners

Task 51: Follow DES guidance for developing SSPP documents and submit a draft to DES for initial review and comment.

Task 52: Incorporate requested edits from DES into draft SSPP and generate final document for DES and EPA approval.

**Objective 15: Lake and tributary quality trend monitoring conducted throughout project area to discern pre- and post-BMP installation performance.**

Measures of Success: In-lake and tributary sample collection, follows approved SSPP, throughout the term of the project to determine trend changes in lake and tributary quality.

**Deliverable 15:** Lake and tributary trend monitoring report to DES

Task 53: Conduct in-lake and tributary testing (following approved SSPP) throughout the term of the project. No data collection will precede approval of the SSPP.

Task 54: Provide DES with a report summarizing lake and tributary quality testing done throughout the project, highlighting any discernible trends.

**Objective 16: Outreach and education (EPA element e)**

Measures of Success: Successful informational campaign regarding stormwater mitigation BMPs, plus additional educational information on stormwater management for property owners distributed in the watershed.

**Deliverable 16:** Copies of meeting announcements, agendas, sign-in sheets, summaries. Copies of newspaper articles, outreach pieces, and web pages to DES.

Task 55: Develop BMP-related content for Lake Wentworth Foundation (LWF) website with links back to existing Watershed Management Plan (WMP) data and documents.

Task 56: Create and distribute press releases highlighting BMP projects as well as LWF website and social media resources to provide information linking BMP implementation to WMP phosphorus reduction goal of fifteen percent.

Task 57: Make at least one presentation at a Lake Wentworth Association (LWA) summer meeting and at least two presentations to shoreline association meetings per year; distribute WMP-related brochures on stormwater mitigation and BMP implementation.

**Objective 17: The Town of Wolfeboro prepares semi-annual reports, pollutant controlled reports for each BMP installed, and a final project report for DES**

Measures of Success: Timely semi-annual status reports, pollutants controlled reports, and final report to DES

**Deliverable 17: Semi-annual, pollutants controlled reports and final grant report to DES**

Task 58: Submit electronic semi-annual reports documenting all work performed on the project at the end of June and December each year during the life of the project. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 59: 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 BMP system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage.

**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.

**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 \$80,040. 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 through 4	\$250
Upon completion and DES approval of Task 5	\$1,000
Upon completion and DES approval of Task 6	\$2,000
Upon completion and DES approval of Task 7	\$5,000
Upon completion and DES approval of Task 8	\$3,000
Upon completion and DES approval of Task 9 and 10	\$1,500
Upon completion and DES approval of Task 11	\$1,500
Upon completion and DES approval of Task 12	\$2,000
Upon completion and DES approval of Task 13 through 16	\$6,000
Upon completion and DES approval of Task 17	\$56,500
Upon completion and DES approval of Task 18 through 21	\$1,000
Upon completion and DES approval of Task 22 through 24	\$250
Upon completion and DES approval of Task 25 through 29	\$250
Upon completion and DES approval of Task 30 through 33	\$2,000
Upon completion and DES approval of Task 34 through 36	\$1,500
Upon completion and DES approval of Task 37 through 41	\$10,000
Upon completion and DES approval of Task 42 and 43	\$9,000
Upon completion and DES approval of Task 44 and 45	\$10,000
Upon completion and DES approval of Task 46 and 47	\$4,000
Upon completion and DES approval of Task 48	\$1,000
Upon completion and DES approval of Task 49 and 50	\$250
Upon completion and DES approval of Task 51 and 52	\$250
Upon completion and DES approval of Task 53 and 54	\$250
Upon completion and DES approval of Task 55 through 57	\$250
Upon completion and DES approval of Task 58	\$250
Upon completion and DES approval of Task 59	\$1,000
<b>Total</b>	<b>\$120,000</b>

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 31.20 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 part 31.22; and OMB Circular A-87.

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 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. 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 31.36 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 *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall 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 information as required under the FFATA. The Grantee's DUNS number is 040249997.

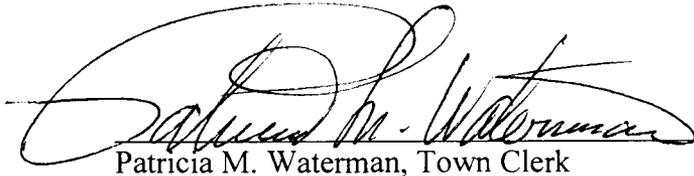
CERTIFICATE OF AUTHORITY

I, Patricia M. Waterman, Town Clerk of Wolfeboro, New Hampshire do hereby certify that:

- (1) at the Town Meeting held 8<sup>th</sup>, March, 1994 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting of 10<sup>th</sup>, May, 2010 the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of Wolfeboro warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

David W. Owen

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Wolfeboro, New Hampshire this 30<sup>th</sup>, September, 2014



Patricia M. Waterman, Town Clerk

My Commission Expires:

State of New Hampshire  
County of Carroll

On this 30<sup>th</sup> day of September, 2014, before me Anne C. Marble, the undersigned officer, personally appeared Patricia M. Waterman who acknowledged herself/himself to be the Town Clerk of Wolfeboro, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Justice of the Peace/Notary Public  
Commission Expiration Date:

**ANNE C. MARBLE**  
Notary Public - New Hampshire  
My Commission Expires December 8, 2015

(Seal)



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town Of Wolfboro 84 South Main Street PO Box 629 Wolfboro, NH 03894	<b>Member Number:</b> 331	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only. The participating Member will advise of cancellation no less than ten days prior to cancellation.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of NH Department of Environmental Services 29 Hazen Dr Concord, NH 03302			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 10/6/2014    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Grant Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>
Salaries & Wages	\$0.00
Travel and Training	\$0.00
Supplies	\$0.00
Contractual	\$38,000.00
Construction	<u>\$82,000.00</u>
<b>Total Grant Amount</b>	<b>\$120,000.00</b>

## 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 WMP 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.