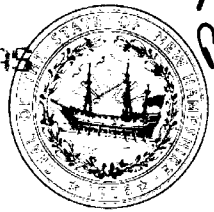




The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



December 10, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Milone and MacBroom, Inc., (Vendor #163188), Waterbury, VT, in an amount not to exceed \$15,000.00 to complete sediment quantity estimation and transport fact sheets to support a DES sediment protocol for dam and channel barrier removal projects, effective upon Governor & Council approval through June 1, 2015. (100% Federal Funds)

Funds are available in the account as follows:

FY 2015
03-44-44-442010-3642-102-500731 \$15,000.00
Dept of Environmental Services, Coastal Zone Management, Contracts for Program Services

EXPLANATION

DES is preparing a sediment assessment and analysis protocol (the "protocol") for use as a resource for dam owners, municipalities, state agencies, and consultants. Under the proposed Agreement, Milone and MacBroom, Inc. will prepare fact sheets and flow charts to include as part of the protocol. These fact sheets will provide direction for stakeholders on appropriate alternatives for estimating the quantity of impounded sediment, the particle size and distribution of the sediment, and the quantity of potentially mobile sediment.

River Restoration, more specifically dam removal, has been a programmatic focus of the New Hampshire Coastal Program (NHCP) since 2009. The NHCP has been actively engaged in a number of dam removal projects, both completed and proposed, in the coastal zone since that time. The NHCP receives funding from the National Oceanographic and Atmospheric Administration (NOAA) for assistance with river restoration and other projects. Development of a dam removal sediment assessment and analysis protocol is a Task in the NHCP's NOAA-approved work plan.

The presence and disposition of impounded sediment is a significant permitting and cost issue for removing an existing dam and other river restoration projects. The fact sheets and flow charts are critical elements of the protocol that help river restoration project stakeholders identify various ways to estimate sediment quantities, assess the potential for mobilization of the sediments, evaluate the cost-effectiveness of options to manage the sediments, and determine when certain options are more appropriate than others.




Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council

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The procurement process for this Agreement, further detailed in Attachment A, was conducted in accordance with NH RSA 21-I:22 by issuing a Request For Proposals (RFP) for engineering analyses, performing an internal review and assessment of proposals, and conducting interviews. DES received two responses to the RFP and conducted interviews of both firms. The criteria for rating the firms included firm experience, technical approach, staff experience, scope of services, proposed schedule, and references. As described in Attachment A, Milone and MacBroom, Inc. was the unanimous choice of all five members of the selection panel after reviewing the proposals and interviewing both firms in the context of the selection criteria.

The contract is a not-to-exceed amount of \$15,000, which was determined to be a fair and reasonable price for the proposed scope of work. The contract 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

Subject: NH DES Dam Removal Sediment Assessment & Management Protocol

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Environmental Services		1.2 State Agency Address 29 Hazen Drive; PO Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Milone & MacBroom		1.4 Contractor Address 1 South Main Street, 2nd Floor, Waterbury, VT 05670	
1.5 Contractor Phone Number 802-882-8335	1.6 Account Number 03-44-44-442010-3642-002-600331	1.7 Completion Date June 1, 2015	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Kent Finemore, Assistant Chief Engineer		1.10 State Agency Telephone Number NH Dam Bureau, (603) 271-0566	
1.11 Contractor Signature James G. MacBroom		1.12 Name and Title of Contractor Signatory James G. MacBroom	
1.13 Acknowledgement: State of CT, County of New Haven On Nov. 21, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Diana C. Berriman [Seal]		Diana C. Berriman Notary Public-Connecticut My Commission Expires October 31, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Diana C. Berriman, Notary Public			
1.14 State Agency Signature Thomas S. Burack		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: [Signature] On: 12/19/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JEM
Date 11-21-14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials JEM
Date 4-21-14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A - Scope of Work

1. Discuss intended software packages and format to be used for final products, including the number of pages for each fact sheet. Written DES approval for software choices and format must be received prior to submittal to DES of draft flow charts and Fact Sheets.
2. Create Draft Fact Sheet for Estimating Impounded Sediment and Dominant Particle Size
 - 2.1 Create initial draft of flow chart to quantify impounded sediment and document while considering impoundment size and sediment quality. Factors of risk to be considered that will guide required level of accuracy shall include nearby infrastructure and the likelihood of channel migration. The target audience shall be private dam owners with no specific technical expertise with sediment issues. The initial draft will be submitted to DES for a review.
 - 2.2 Review sediment volume and dominant particle size estimation methods as needed to advance the initial draft.
 - 2.3 Building on the initial draft, update the draft fact sheet in content and formatting to follow DES protocols. The target audience shall be private dam owners with no specific technical expertise with sediment issues. The fact sheet will be developed utilizing conditions and factors commonly found in New Hampshire and the region. Draft Fact Sheet shall include at least three methods to estimate the total sediment volume and dominant particle size. Consideration will be given to impoundment size and sediment quality with method selection and required accuracy. Recommended criteria for determining when each method should be used and estimates of accuracy and cost will be provided. At least one of the methods must be focused on using probes for collecting data to determine sediment volume, including the recommended spatial distribution for probing under varied conditions.
 - 2.4 Prepare or assemble reference documents to be provided as attachments to the Fact Sheet.
 - 2.5 Submit the draft to DES for review and comment.
3. Create Draft Fact Sheet for Estimating the Amount of Mobile Sediment
 - 3.1 Create initial draft of flow chart to quantify the mobile component of the impounded sediment. Other factors of risk that will guide required level of accuracy such as nearby infrastructure, upstream head-cutting, and the likelihood of channel migration will be considered. The target audience shall be private dam owners with no specific technical expertise with sediment issues. The initial draft will be submitted to DES for a review, if desired.

- 3.2 Review sediment transport analysis methods as needed to advance the initial draft of fact sheet for estimating the quantity of the mobile component of the impounded sediment.
 - 3.3 Building on the initial draft, update the draft fact sheet in content and formatting to follow DES protocols. The target audience shall be private dam owners with no specific technical expertise with sediment issues. The fact sheet will be developed utilizing conditions and factors commonly found in New Hampshire and the region. Draft Fact Sheet shall include at least three methods to estimate the potential mobile sediment quantity within impoundments. Consideration will be given to impoundment size and sediment quality with method selection and required accuracy. Recommended criteria for determining when each method should be used and estimates of cost will be included. One of the methods shall incorporate the use of a sediment routing or channel evolution model. Documentation of methods shall include references that describe how to implement each method and estimates of accuracy and cost.
 - 3.4 Prepare or assemble reference documents to be provided as attachments to the Fact Sheets.
 - 3.5 Submit the draft to DES for review and comment.
4. Incorporate feedback on draft flow charts, Fact Sheets, and references from DES on technical content and DES Fact Sheet protocols.
 5. Make final edits and prepare the final flow charts, Fact Sheets, and references.
 6. The final deliverables will include:
 - Twenty (20) hard copies in color of each flow chart and fact sheet
 - Electronic MS Word Files, PDFs, and/or any other formats approved by DES of flow charts and Fact Sheets
 - One (1) hard copy of references
 - Electronic PDF copies of references delivered via email or other appropriate means

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. The billing is to be done by task per Exhibit A – Scope of Work.

The total cost of the contract shall not exceed \$15,000. Contractor is eligible to invoice at the completion of Tasks according to the following schedule:

Completion of Tasks 1 & 2: \$4,000

Completion of Task 3: \$4,000

Completion of Task 4: \$3,000

Completion of Tasks 5 & 6: \$4,000

Completion of Tasks 5 & 6 shall include final DES receipt and approval of all contract deliverables.

DES agrees to pay the invoices as submitted by the Contractor. Invoices are subject to the approval of the Contract Officer before payment is processed.

Exhibit C – Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. 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.

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 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.
- II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 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 15 CFR part 24.22; 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 15 CFR part 24.24 and OMB Circular A-87.
- V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.
- VI) ***Debarment and Suspension.*** The grantee shall comply with 15 CFR part 26. 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 15 CFR part 24.36 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 15 CFR part 24.36(e), 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 15 CFR part 28 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 15 CFR part 26 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 174825307.

CORPORATE RESOLUTION

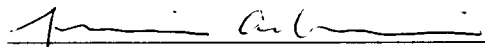
I, Jeanine A. Gouin, Vice President and Secretary of MILONE & MACBROOM, INC., do hereby certify that the resolution stated below is a true copy of a resolution passed at the meeting of the Board of Directors of the said Corporation held on February 6, 2014.

RESOLVED: That the Corporation may execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED: That James G. MacBroom, as Senior Vice President of the Corporation, is hereby authorized and directed to enter into contracts with the Department of Environmental Services, State of New Hampshire, whereby the Corporation will agree to provide consulting services and said officer is hereby authorized and directed to take whatever action and to sign whatever documents that may be necessary to effectuate the purposes of this resolution.

This resolution has not been modified since the date of adoption and is still in full force and effect.

Dated: 11-21-14



Jeanine A. Gouin, P.E., Vice President and Secretary
(Seal)

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILONE & MACBROOM, INC. a(n) Connecticut corporation, is authorized to transact business in New Hampshire and qualified on April 14, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of November, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

MILON-1 OP ID: BS

DATE (MM/DD/YYYY)

11/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ion Insurance Corporation 24 Cherry Street P.O. Box 619 Naugatuck, CT 06770 David K. Drescher		CONTACT NAME: David K. Drescher PHONE (A/C, No, Ext): 203-714-8596 E-MAIL ADDRESS: FAX (A/C, No): 203-729-4343															
INSURED Milone & MacBroom, Inc. 99 Realty Drive Cheshire, CT 06410		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B : West American Insurance Co.</td> <td>44393</td> </tr> <tr> <td>INSURER C : Ohio Casualty Insurance Co.</td> <td>24074</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co.	24082	INSURER B : West American Insurance Co.	44393	INSURER C : Ohio Casualty Insurance Co.	24074	INSURER D :		INSURER E :		INSURER F :	
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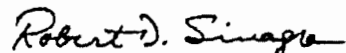
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BZS55578501	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAS55578501	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		USO55578501	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Comp Ops \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	XWW55578501 NY IS INCLUDED	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers		BZS55578501	06/30/2014	06/30/2015	Val Paper 775,000

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

MMI #4099-03

CERTIFICATE HOLDER State of New Hampshire Dept of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302-0095	STATENH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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MILO&MA-01

PATRA4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Camilleri & Clarke Associates an Affiliate of Smith Brothers 68 National Drive, Suite 2 Glastonbury, CT 06033	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Suellyn Hurley</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (860) 652-3235</td> <td>FAX (A/C, No): (860) 652-3236</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: shurley@camillericlarke.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Co</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Suellyn Hurley		PHONE (A/C, No, Ext): (860) 652-3235	FAX (A/C, No): (860) 652-3236	E-MAIL ADDRESS: shurley@camillericlarke.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Co	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eq occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Eq accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right; margin-top: -20px;"> <input type="checkbox"/> Y <input type="checkbox"/> N / A </div>						<div style="float: right; margin-right: 10px;"> <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </div> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab.			DPR9716568	06/19/2014	06/19/2015	each claim 5,000,000
A	RETRO DATE: 04/01/84			DPR9716568	06/19/2014	06/19/2015	annual aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302-0095	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Kimberly S. Conolly</i></p>
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Attachment A

Procurement Process

The procurement process for this contract was conducted in accordance with RSA 21-I:22. A notice that a Request For Proposals (RFP) was available upon request was advertised in the Union Leader and on the State's website. The following two firms responded to the RFP:

Interfluve, Inc. – Cambridge, MA
Milone and MacBroom, Inc. – Waterbury, VT

An internal DES selection committee (the "selection committee") reviewed and ranked the responses to the RFP. The selection committee consisted of Christian Williams, the Federal Consistency Coordinator for the New Hampshire Coastal Program with 20 years of experience with river restoration projects, Greg Comstock, P.E., Supervisor of the Water Quality Planning Section with over 25 years of watershed planning and engineering project experience, Steve Landry, Merrimack Watershed Supervisor with over 20 years of watershed planning experience, David Larsen, Risk Assessment Specialist with over 15 years of sediment risk assessment experience, and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 25 years of experience as an engineer for civil design and construction.

Members of the selection committee reviewed the proposals, conducted interviews of both firms, and ranked the firms after reviewing the proposals and conducting the interviews. Rankings were based on firm experience, technical approach, staff experience, scope of services, proposed schedule, and references. The firm ranked first by the majority of the members of the Selection Committee would be the selected firm with whom DES would negotiate a final scope of work and price.

A scoring summary is provided in attached Table AT-1. As shown in the summary, all five members of the selection committee ranked Milone and MacBroom the most qualified. Following the selection DES commenced negotiations with Milone and MacBroom to establish a scope of work and fee schedule. The negotiated contract price limitation is fair and reasonable for the scope of work.

AT-1

