



The State of New Hampshire APR 21 '20 AM 8:24 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

April 15, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Town of Wolfeboro, NH, (VC # 177500-B002) in the amount of \$100,000 to complete the *Lake Wentworth / Crescent Lake Watershed Management Plan Implementation Phase 4*, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-2035-072-500575	\$100,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2019 Watershed Assistance Grants program. The nine proposals received 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 the results of the selection process and available federal grant funding levels, the six highest-ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation waters travel through the ground or across land, transporting materials that are then introduced into groundwater or deposited into rivers, lakes, and coastal waters. Pollutants can include chemicals, sediments, nutrients, and toxics that often 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 Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

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Lake Wentworth is listed on the New Hampshire 303(d) list of impaired waters for failure to support the aquatic life designated use due to low dissolved oxygen. Consistent with recommendations in the Wentworth and Crescent Watershed Management Plan, the implementation practices included in this grant will reduce phosphorus loading that is contributing to low oxygen conditions in the lake. The Wentworth Watershed Association and the Town of Wolfeboro are partnering with landowners at Camp Pierce Birchmont and in the Wentworth Park area of Wolfeboro as well as working along a major public road to install stormwater controls. The proposed structures, combined with similar ones installed under past grants, are designed to reduce sediment and pollutants reaching Lake Wentworth, Crescent Lake and their tributaries within the watershed.

The total project costs are budgeted at \$166,700. NHDES will provide \$100,000 (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 of this item.


Robert R. Scott, Commissioner

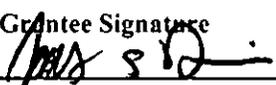
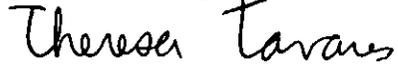
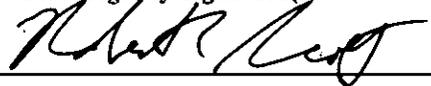
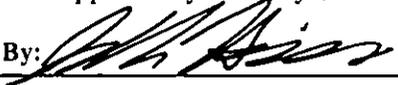
GRANT AGREEMENT

Subject: Lake Wentworth and Crescent Lake Watershed Management Plan Implementation Phase 4: Pierce Camp Birchmont, Route 28 Roadside and Fern Avenue Best Management Practices

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Town of Wolfeboro		1.4 Grantee Address PO Box 629 Wolfeboro, NH 03894	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$100,000
1.9 Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor James S. Pinedo Town Manager	
1.13 Acknowledgment: State of New Hampshire, County of On <u>03/06/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>4/15/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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 OR AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

 9/6/2020

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, workmen'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 admissions 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 workers' 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 18.1 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 will perform the following tasks as described in the proposal titled *Lake Wentworth and Crescent Lake Watershed Management Plan Implementation Phase 4: Pierce Camp Birchmont, Route 28/109 at Harvey Brook and Fern Avenue Best Management Practices* submitted December 5, 2018:

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

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

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

Task 1: Develop and issue a Request for Qualifications (RFQ) for an engineering firm to review the BMP concepts for *Pierce Camp Birchmont, Route 28/109 at Harvey Brook and Fern Avenue Best Management Practices* 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 NHDES prior to publication.

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

Task 3: Select engineering 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 NHDES for approval, and then execute the contract agreement with the selected engineering firm.

Objective 2: Preparation of site specific project plan (SSPP).

Measure of Success: SSPP approved by NHDES and on file with Town of Wolfeboro and all project partners.

Deliverable 2: NHDES-approved SSPP approved by the NHDES.

Task 5: Coordinate with the engineering firm to follow NHDES guidance for developing SSPP documents and submit a draft to NHDES for initial review and comment.

Task 6: Complete final SSPP incorporating responses to any NHDES comments and submit the final version to NHDES for signatures. No work subject to the terms of the SSPP is to be completed prior to approval of the SSPP.

Objective 3: Provide detailed designs for Camp Birchmont BMPs.

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

Deliverable 3: Copies of approved engineering designs delivered to NHDES.

Task 7: Coordinate with the engineering firm to review design concepts outlined in the RFQ and develop a report for the Town.

Task 8: Reach agreement on final design concepts between the engineering firm, the Town, and NHDES.

Task 9: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to the Town and NHDES for approval.

Task 10: Coordinate with the engineering firm to make any modifications to detail designs requested by the Town or NHDES, and resubmit the final approved designs.

Objective 4: All necessary permits and surveys to generate construction-ready plans for Camp Birchmont BMPs on file with Town and NHDES.

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

Deliverable 4: Copies of all required permits to NHDES.

Task 11: Obtain documented easement from property owner to implement and maintain BMPs (if needed).

Task 12: Define all required State and Town permits, and submit application forms. Respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 13: Coordinate with the engineering firm to complete required surveys and develop plans required for bidding process and construction.

Objective 5: Construction phase for Camp Birchmont property BMPs.

Measure of Success: Construction contractor is selected, a contract for construction is signed, and construction is completed.

Deliverable 5: Construction close-out memo and pollutants controlled report submitted to NHDES.

Task 14: Develop and issue a Request for Bids (RFB) for construction contractor.

Task 15: Conduct pre-bid site walk if necessary and review bid packages. Select construction contractor, and then draft contract agreement between the construction contractor and Town for the scope of work.

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

Task 17: Coordinate with the construction contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report and construction close-out memo, and Operations and Maintenance (O&M) Plan, for delivery to NHDES.

Objective 6: Provide detailed designs for Route 28/109 at Harvey Brook BMPs.

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

Deliverable 6: Copies of approved engineering designs delivered to NHDES.

Task 18: Engineering firm to review design concepts outlined in the RFQ and develop a report for the Town.

Task 19: Reach agreement on final design concepts between the engineering firm, the Town, and NHDES.

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

Task 21: Coordinate with the engineering firm to make any modifications to detail designs requested by the Town or NHDES, and resubmit the final approved designs.

Objective 7: All necessary permits and surveys to generate construction-ready plans for Route 28/109 at Harvey Brook BMPs on file with Town and NHDES.

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

Deliverable 7: Copies of all required permits to NHDES.

Task 22: Obtain documented easement to implement and maintain BMPs (if needed).

Task 23: Define all required State and Town permits, and submit application forms. 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 develop plans required for bidding process and construction.

Objective 8: Construction Phase for Route 28/109 at Harvey Brook BMPs.

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

Deliverable 8: Construction close-out memo and pollutants controlled report submitted to NHDES.

Task 25: Develop and issue a Request for Bids for construction contractor.

Task 26: Conduct pre-bid site walk if necessary and review bid packages. Select construction contractor, and then draft contract agreement between the contractor and Town for the scope of work.

Task 27: Submit draft contract to NHDES for approval, and then execute the contract agreement with the selected construction contractor.

Task 28: Coordinate with the construction contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report and construction close-out memo, and Operations and Maintenance (O&M) Plan, for delivery to NHDES.

Objective 9: Provide detailed designs for Fern Ave BMPs.

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

Deliverable 9: Copies of approved engineering designs delivered to NHDES.

Task 29: Coordinate with the engineering firm to review design concepts outlined in the RFQ and develop a report for the Town.

Task 30: Reach agreement on final design concepts between the engineering firm, the Town, and NHDES.

Task 31: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to the Town and NHDES for approval.

Task 32: Coordinate with the engineering firm to make any modifications to detail designs requested by the Town or NHDES, and resubmit the final approved designs.

Objective 10: All necessary permits and surveys to generate construction-ready plans for Fern Ave BMPs on file with Town of Wolfeboro and NHDES.

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

Deliverable 10: Copies of all required permits to NHDES.

Task 33: Obtain documented easement from property owner to implement and maintain BMPs (if needed).

Task 34: Define all required State and Town permits, and submit application forms. Respond to all requirements from the State and Town in order to obtain the necessary permits.

Task 35: Coordinate with the engineering firm to complete required surveys and develop plans required for bidding process and construction.

Objective 11: Construction Phase for Fern Ave Property BMPs.

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

Deliverable 11: Construction close-out memo and pollutants controlled report submitted to NHDES.

Task 36: Develop and issue RFB for construction contractor.

Task 37: Conduct pre-bid site walk if necessary and review bid packages. Select construction contractor, and then draft contract agreement between the construction contractor and Town for the scope of work.

Task 38: Submit draft contract to NHDES for approval, and then execute the contract agreement with the selected construction contractor.

Task 39: Coordinate with the construction contractor to implement construction of the BMPs per the detailed designs and contract agreement, and complete pollutants controlled report and construction close-out memo, and Operations and Maintenance (O&M) Plan, for delivery to NHDES.

Objective 12: BMP Designs.

Measures of Success: Based upon BMP recommendations identified in the 2012 Watershed Management Plan (WMP), the engineering firm will develop and deliver four conceptual designs that can be implemented in the future at specific locations within the watershed.

Deliverable 12: Engineering firm to provide the Town and NHDES with BMP concept designs and cost estimates for review and comment.

Task 40: Coordinate with engineering firm on the selection of four medium or high priority BMP sites for

preliminary design, for Town and NHDES review and approval.

Task 41: Engineering firm to complete the conceptual designs and cost estimates for above BMP sites for Town and NHDES review and approval.

Objective 13: 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 13: Copies of meeting announcements, agendas, sign-in sheets, summaries. Copies of newspaper articles, outreach pieces, and web pages to NHDES.

Task 42: Develop BMP-related content for WWA website with links back to existing Watershed Management Plan (WMP) data and documents.

Task 43: Conduct educational campaign by creating and distributing press releases highlighting BMP projects as well as WWA website and social media resources to provide information linking BMP implementation to WMP phosphorus reduction goal of fifteen percent.

Task 44: Make at least one presentation at a Wentworth Watershed Association (WWA) summer meeting and at least two presentations to shoreline association meetings per year; distribute WMP-related brochures on stormwater mitigation and BMP implementation. Provide presentation and outreach materials to NHDES for review prior to publication.

Objective 14: The town of Wolfeboro prepares semi-annual progress reports, pollutants controlled reports for each BMP installed, and a final report to NHDES.

Measures of Success: Timely semi-annual progress reports, pollutants controlled reports, and the final report submitted to NHDES is approved.

Deliverable 14: Semi-annual progress reports, pollutants controlled reports, and final report on file with NHDES.

Task 45: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31

- Work completed October 1 – March 31, report is due by April 30

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 46: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Exhibit B
Method of Payment and Contract Price

Handwritten signature and date: 5/1/2020

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$100,000 grant X 0.667 = \$66,700 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Tasks 1-4	\$1,000
Upon completion and NHDES approval of Tasks 5-6	\$750
Upon completion and NHDES approval of Task 7	\$500
Upon completion and NHDES approval of Task 8	\$500
Upon completion and NHDES approval of Task 9	\$1,000
Upon completion and NHDES approval of Task 10	\$6,000
Upon completion and NHDES approval of Tasks 11-13	\$1,250
Upon completion and NHDES approval of Task 14	\$2,000
Upon completion and NHDES approval of Task 15	\$2,000
Upon completion and NHDES approval of Task 16	\$2,000
Upon completion and NHDES approval of Task 17	\$39,000
Upon completion and NHDES approval of Task 18	\$1,000
Upon completion and NHDES approval of Task 19	\$1,000
Upon completion and NHDES approval of Task 20	\$1,000
Upon completion and NHDES approval of Task 21	\$6,000
Upon completion and NHDES approval of Tasks 22-24	\$1,300
Upon completion and NHDES approval of Task 25	\$1,200
Upon completion and NHDES approval of Task 26	\$1,500
Upon completion and NHDES approval of Task 27	\$1,000
Upon completion and NHDES approval of Task 28	\$10,000
Upon completion and NHDES approval of Task 29	\$1,000
Upon completion and NHDES approval of Task 30	\$1,000
Upon completion and NHDES approval of Task 31	\$1,000
Upon completion and NHDES approval of Task 32	\$1,000
Upon completion and NHDES approval of Tasks 33-35	\$1,000
Upon completion and NHDES approval of Task 36	\$1,500
Upon completion and NHDES approval of Task 37	\$1,500
Upon completion and NHDES approval of Task 38	\$1,000
Upon completion and NHDES approval of Task 39	\$9,000
Upon completion and NHDES approval of Tasks 40-41	\$1,250
Upon completion and NHDES approval of Task 42-44	\$250
Upon completion and NHDES approval of Task 45-46	\$500
Total	\$100,000

Exhibit C Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning 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) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 040249997.

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 Federal 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 2 CFR Part 200 Subpart D 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 2 CFR Part 200 Subpart E.

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 2 CFR Part 200 Subpart E.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make 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 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the

Handwritten initials and date in black ink.

circumstances detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee 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 all 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 2 CFR Part 200 Subpart E 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 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), 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) **Limitation on Administrative Costs.** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Handwritten initials "CP" and date "10/12/20" in black ink.

CERTIFICATE OF AUTHORITY

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

- (1) at the Town Meeting held 08, 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 on 26, November, 2018 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:

James Pineo

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Wolfeboro, New Hampshire this 6th day of March, 2020.


 Patricia Waterman, Town Clerk

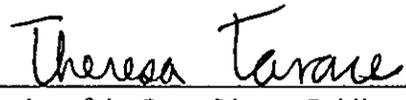
My Commission expires:



State of New Hampshire
County of Carroll

On this the 6th day of March, 2020, before me Theresa Tavares, the undersigned officer, personally appeared Patricia 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: 03/06/2020

(Seal)





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: Town of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894		Member Number: 331	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
Department of Environmental Services PO Box 95 Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 2/26/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Total
Salaries & Wages	\$0	\$37,800	\$37,800
Travel and Training	\$0	\$0	\$0
Contractual	\$23,750	\$6,500	\$30,250
Equipment and Supplies	\$0	\$1,500	\$1,500
Construction	\$76,250	\$20,900	\$97,150
Total Project Cost	\$100,000	\$66,700	\$166,700

Attachment B: 2019 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Southwest Region Planning Commission	Spofford Lake Watershed Management Plan Implementation Phase I: Watershed/ Shoreline BMPs	8	10	5	8	9	86.6	1
Pleasant Lake Preservation Association	Pleasant Lake Watershed Restoration Plan Implementation Phase II: Rt 107 Inlet Subwatershed BMPs	7	9	6	10	8	86.4	2
Nippo Lake Association	Nippo Lake Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	9	7	8	9	5	86.2	3
Four Seasons Property Assoc.	Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area BMPs	8	8	6	9	5	84.8	4
Lake Winnepesaukee Assoc.	Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukegan, Meredith Bay, and Moultonborough Bay Inlet subwatersheds	4	10	5	9	7	83.4	5
Town of Wolfeboro	Lake Wentworth/ Crescent Lake WMP Implementation Phase 4: shoreline and roadside BMPs	8	10	5	9	7	80.6	6
Acton Wakefield Watersheds Alliance	Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach	8	9	8	10	6	80.4	7
Southwest Regional Planning Assoc.	Lake Warren Watershed Management Implementation Phase 2: Stormwater BMPs	6	10	5	5	7	78.3	Not Selected
Town of Effingham	Province Lake Watershed Management Plan Implementation Phase 3: Lake Outlet Drainage Improvements – Bailey Road project	7	7	5	3	5	61.2	Not Selected

Review Team Members

Name	Qualifications
Steve Landry	21 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	15 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	21 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	8 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise