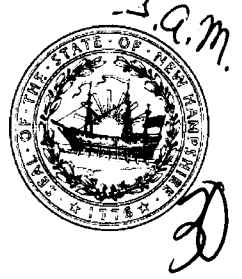




The State of New Hampshire  
**Department of Environmental Services**

Clark B. Freise, Assistant Commissioner



June 20, 2017

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Gomez and Sullivan Engineers, D.P.C., (Vendor Code #174969), Williamsville, NY, in an amount not to exceed \$48,516.00 to provide engineering services for an independent safety evaluation of the Murphy Dam in Pittsburg, NH, effective upon Governor & Council approval through June 30, 2018. (100% Connecticut-Coos Project Funds)

Funds are available in the account as follows. Funding for FY 2018 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2018</u>
03-44-44-442010-3812-046-500463	\$48,516.00
Dept of Environmental Services, Connecticut-Coos Project, Consultants	

**EXPLANATION**

Murphy Dam is owned by NHDES who is responsible for the repair and reconstruction of all state owned dams per RSA 482:55-57. Murphy Dam is among the highest hazard dams in New Hampshire, the failure of which would inundate more than 1,000 homes, over 20 state road crossings, and over 160 town road crossings. Because of the high potential hazard of Murphy Dam, NHDES has historically augmented the state's requirement of annual safety inspections by the NHDES Dam Bureau with an independent dam safety inspection/evaluation. The last such independent investigation was performed in 1998.

The Federal Energy Regulatory Commission (FERC) has requirements for monitoring the performance of high hazard dams under its jurisdiction that include a Potential Failure Mode Analysis (PFMA). NHDES has participated in the PFMA process for several other dams in New Hampshire with FERC and has identified it as an appropriate process to evaluate failure potential at Murphy Dam, in particular to prioritize safety inspection elements and provide unbiased status reports to concerned residents and Emergency Management officials.

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, internal review and approval of qualifications, and ranking of the most qualified firms. NHDES received responses to the RFP from four firms. Rankings were based on past firm experience with the preparation of Potential Failure Mode Analyses, Supporting Technical Information Documents (STI), and Surveillance and Monitoring Plans for dams of similar size and scope, references for the firm and project manager, quality and content of proposed scope of services, and timeline for completion.

The selection committee ranked the firms and was unanimous in its selection of Gomez and Sullivan Engineers, D.P.C. as the most qualified for conducting a PFMA at Murphy Dam. NHDES has negotiated terms and conditions for the services to be provided, billing rates and conditions, and a not-to-exceed cost for this Agreement with Gomez and Sullivan Engineers, D.P.C.

The Agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.



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Clark B. Freise  
Assistant Commissioner

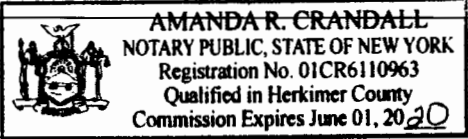
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Gomez and Sullivan Engineers, D.P.C.		1.4 Contractor Address 288 Genesee Street, Utica, NY 13502	
1.5 Contractor Phone Number 315-724-4860	1.6 Account Number 03-44-442012-3812-046- <sup>500463</sup>	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$48,516
1.9 Contracting Officer for State Agency James W. Gallagher, Jr., P.E.		1.10 State Agency Telephone Number 603-271-1961	
1.11 Contractor Signature <i>Jerry A. Gomez</i>		1.12 Name and Title of Contractor Signatory Jerry A. Gomez, President	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Oneida</u> On <u>May 12, 2017</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 <i>Amanda L. Crandall</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Amanda L. Crandall, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <u>7/14/17</u>		1.15 Name and Title of State Agency Signatory <i>Clark B. Faeise, Asst. Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Gordon P. Landrygan</i> On: <i>July 6, 2017</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

**EXHIBIT A  
SERVICES**

**1. WORK TO BE PERFORMED BY THE CONTRACTOR**

- 1.1 Work Program: The Work Program, as described below in Section 2, contains certain technical and professional activities to be performed with the funds pursuant to this Agreement.
- 1.2 Contractor Assurance: Gomez and Sullivan Engineers, D.P.C., heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the New Hampshire Department of Environmental Services (NHDES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).
- 1.3 Work Products: All materials, maps, plans, reports, specifications, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to NHDES on or before the due dates, and in the number of copies and format specified in the Work Program.

**2. WORK PROGRAM**

- 2.1 Title: Potential Failure Modes Analysis (PFMA).
- 2.2 Study Areas: Murphy Dam in Pittsburg, NH.
- 2.3 Objective: The objective of this agreement is for the Contractor to provide services relative to the completion of a Potential Failure Mode Analysis (PFMA), development of the Supporting Technical Information Document (STID) and a Surveillance and Monitoring Plan (SMP) for the Murphy Dam in Pittsburg, NH.
- 2.4 Background/Description: The State of New Hampshire owns Murphy Dam in Pittsburg, NH, and NHDES serves as the owner's representative. NHDES seeks to complete a PFMA to identify and obtain a clear understanding of the potential failure modes of Murphy Dam, provide guidance for development of the scope of the 10-year independent inspection of Murphy Dam, develop a STID and develop a SMP. Although Murphy Dam is not presently a Federal Energy Regulatory Commission (FERC) regulated facility, NHDES is requiring the PFMA follow the guidelines as outlined in FERC's Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter 14 (FERC Guidelines).

Potential Failure Modes Analysis for Murphy Dam (Pittsburg, NH) Agreement  
Exhibit A - Services

- A. The Contractor's designated Facilitator will lead the core team in the PFMA, site visit of the project and documentation of the PFMA results. Anticipated participants will include the NHDES Chief Water Resources Engineer, representatives of the NHDES Dam Bureau's Engineering and Construction Section, Dam Safety Section, and Operations and Maintenance Section, the contract administrator, and others as deemed appropriate by NHDES. The Facilitator will also review and comment on the Independent Contractor's draft and final copies of the potential failure modes analysis reports for the Project in accordance with FERC guidelines.
- B. The Facilitator and the core team will give due consideration to available, relevant reports on the safety of the project works made by or written under the direction of federal or state agencies, or made by other Contractors. All previous reports will be made available to the Facilitator and core team under Task 1.0. NHDES will provide a listing of the applicable reports well in advance of the PFMA session to the core team. During the course of the PFMA workshop, additional reports, data, drawings, photographs and construction history documents (which may have not been included in the draft STID) will be available for review, as necessary. NHDES will assemble all available background data and provide facilities in Pittsburg, NH for review of the data and the PFMA session. NHDES and Contractor will be responsible for assembling a summary information packet for distribution to the core team for review prior to the PFMA session. As discussed under Task 1.0 above, the Contractor will provide an electronic copy of the draft STID for review by the core team prior to the PFMA site visit and workshop. The STID will be finalized subsequent to the PFMA workshop.
- C. The Facilitator will coordinate with NHDES on the planning and logistics of the PFMA session, with regard to schedule, meeting accommodations, availability of resources, selection of core team members and other participants.
- D. The Facilitator will prepare a questionnaire for distribution to all PFMA participants in advance of the PFMA session to initiate thinking about potential failure modes and to solicit additional relevant materials and information that may be helpful to the process.
- E. The Facilitator will lead the core team in the physical site visit of the project works. The purpose of this site visit is to allow the core team to become familiar with the project, as well as to observe and discuss potential conditions that could lead to a failure or undesirable condition. This visit will also be structured to allow discussions with site operators and other NHDES personnel.
- F. The core team will review existing data and reports on the project. The findings of these reports will be summarized in the draft STID prepared before the work session (as discussed under Task 1.0) to help expedite this review. The review will include past evaluations of adequacy of spillways, effects of overtopping on

Potential Failure Modes Analysis for Murphy Dam (Pittsburg, NH) Agreement  
Exhibit A - Services

- J. FERC Guidelines indicate that the Contractor/Independent Contractor will be responsible for developing the draft and final copies of the PFMA report, which will be peer reviewed by the Facilitator. Services of both the Independent Contractor and Facilitator will be provided by the Contractor. Therefore, the Facilitator's peer review will be performed concurrently with the Independent Contractor's development of the PFMA report. The table of contents for the PFMA report is expected to be as follows:
- Introduction and Background
  - Brief Description of Dam and Other Key Features of Project
  - Major Findings and Understandings from Study
  - Potential Failure Modes Identified
  - Additional Items Discussed During the PFMA
  - Potential Risk Reduction Actions Identified
  - Summary of Potential Actions Identified in the PFMA with Respect to Performance Monitoring (Instrumentation and Visual Surveillance)
  - Summary and Conclusions
  - Appendix A – Key Supporting Data for PFMA
  - Appendix B – Pertinent Historic/Construction Photos
- K. Within three weeks of written notification of approval of a Contract from NHDES, the Contractor will collaborate with NHDES to set the schedule for the PFMA session. The schedule will generally adhere to that outlined on page 14-11 of the FERC Guidelines (Chapter 14 Revision 2, dated January 3, 2017). It is envisioned that the Murphy Dam PFMA sessions will take place about 16 weeks from issuance of a Notice to Proceed over approximately two to three consecutive days. The actual session schedule will be subject to the mutual agreement of the core team.
- L. The PFMA is projected to be conducted according to the following schedule:
- Day 1: Familiarization site review, begin reading/review of key documents.
  - Day 2: Complete reading/review of key documents.
  - Day 2 and/or 3: Development of project specific potential failure modes in brainstorming session led by facilitator. The group will discuss any additional thoughts concerning the performance parameters and the potential failure modes to be developed.

The time required for review of key documents will be governed by the quantity of background data and the preparation of the core team prior to the PFMA sessions. A draft STID will be provided by the Contractor to the core team sufficiently ahead of the week scheduled for the PFMA to allow proper preparation of the core team.

Potential Failure Modes Analysis for Murphy Dam (Pittsburg, NH) Agreement  
Exhibit A - Services

- 2.7 Format for Final Reports: Contractor will provide to NHDES two (2) hard copies of the final STID in three ring binders, and each binder will include a CD with electronic copies of the final STID in both PDF format and Word format. The final version of the STID will include the PFMA Report prepared by the Contractor.
- 2.8 Program Administration: The Contractor will meet or conference call with NHDES Dam Bureau staff at the request of NHDES as needed throughout each project.
- 2.9 Project Duration: From the date of Governor and Council approval through June 30, 2018.

**3. BASIS FOR BILLING**

Billings for professional services as outlined herein will be based on a lump sum per task basis. Total budget for the above Scope of Work (Section 2.5) is \$48,516.

Change orders and/or additional work at the request of NHDES will be addressed as amendments to the Agreement as a lump sum or at individual direct salary multiplied by a factor 3.0 to account for overhead, fringe benefits, and profit.

Table A-1 provides a breakdown of the man-hours and rates associated with each classification category as budgeted for this project, and a breakdown of direct expenses including a 10% markup. Total cost for the project shall not exceed \$48,516.



**EXHIBIT B**  
**CONTRACT PRICE AND METHOD OF PAYMENT**

All services shall be performed to the satisfaction of NHDES 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 on a monthly basis as a percentage completion of tasks as per the Work Program detailed in Exhibit A. Table A-1 in Exhibit A provides a detailed breakdown of costs for the project.

Table B-1 provides a cost summary for the project. The total cost of the contract shall not exceed \$48,516.

Invoices are subject to the approval of the Contract Officer before payment is processed.

No invoices for services performed under this contract shall be submitted until after July 1, 2017.

B-1

Contractor Initials JAG  
Date 5/12/17

**EXHIBIT C**  
**SPECIAL PROVISIONS**

The following paragraphs replace the corresponding paragraphs in the General Provisions of this Agreement in their entirety:

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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, relative to payment for services, other than the contract price.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor shall engage personnel in the Services that provide the Standard of Care normally exercised by similar professionals, operating under similar circumstances, in the same geographic area of the work, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**13. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the State, its officers and employees, from and against losses suffered by the State, its officers and employees, and 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, to the extent arising out of the negligent acts or omissions of the Contractor in the performance of professional services. 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.

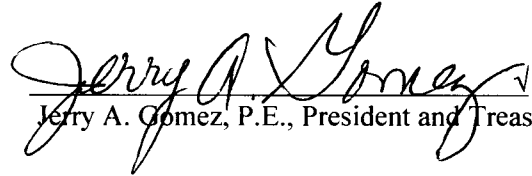
**14. INSURANCE.**

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. The Contractor is required to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**CERTIFICATE OF AUTHORITY**

I, Jerry A. Gomez, P.E., President and Treasurer of Gomez and Sullivan Engineers, D.P.C. do hereby certify that: (1) I am the duly elected and authorized President and Treasurer of Gomez and Sullivan Engineers, D.P.C.; (2) I sign and maintain or cause to be maintained and am familiar with the minutes; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; Gomez and Sullivan Engineers, D.P.C. further authorized Thomas J. Sullivan, Vice-President and Secretary, and Jerry A. Gomez, President and Treasurer, to execute any documents which may be necessary to effectuate contracts on behalf of Gomez and Sullivan Engineers, D.P.C in accordance with the attached Corporate Resolution dated June 10, 2014; (4) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof:

IN WITNESS WHEREOF, I have hereunto set my hand as the President and Treasurer of Gomez and Sullivan Engineers, D.P.C. this 6th day of July, 2017.

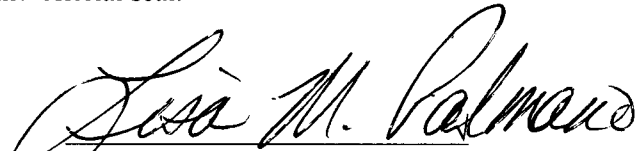
  
Jerry A. Gomez, P.E., President and Treasurer

STATE OF New York

County of Oneida

On this the 6th day of July, 2017, before me Lisa M. Palmano [Justice of the Peace/Notary Public] the undersigned officer, personally appeared Jerry A. Gomez who acknowledged himself to be the President and Treasurer of Gomez and Sullivan Engineers, D.P.C., being authorized so to do, 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:**

Seal

**LISA M. PALMANO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01PA6355026  
Qualified in Oneida County  
Commission Expires May 01, 2021

**CORPORATE RESOLUTION**

**I HEREBY CERTIFY** that at a meeting of the Board of Directors and Shareholders of Gomez and Sullivan, Engineers, D.P.C., **A CORPORATION** organized under the laws of the State of New York, duly called (a quorum being present) and held on the 10<sup>th</sup> day of June 2014, **THE FOLLOWING** resolution was duly adopted and is now in full force and effect:

**RESOLVED**, that the following individuals are authorized to execute contracts and other documents that legally bind Gomez and Sullivan Engineers, D.P.C.:

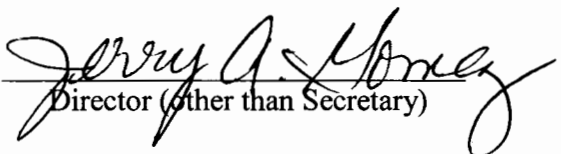
Jerry A. Gomez, President and Treasurer

Thomas J. Sullivan, Vice President and Secretary

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary of said Corporation and affixed the corporate seal this 10<sup>th</sup> day of June 2014.

  
Secretary

I hereby certify that I am a Director of said Corporation and that the foregoing is a correct copy of the resolution passed as therein set forth, and that the same is now in full service.

  
Director (other than Secretary)

**(CORPORATE SEAL)**

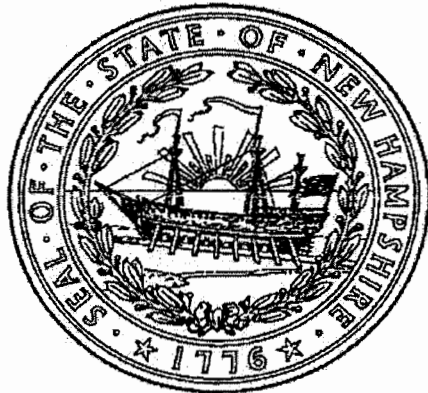
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOMEZ AND SULLIVAN ENGINEERS, P.C. is a New York Professional Profit Corporation registered to transact business in New Hampshire on January 28, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 220344



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 May A.D. 2017.

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

William M. Gardner  
Secretary of State



**GOMEZ AND SULLIVAN  
ENGINEERS**

288 Genesee Street  
Utica, NY 13502  
T: 315.724.4860  
F: 315.724.4862

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April 18, 2017

NH Department of Environmental Services  
Water Division - Watershed Management Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Attn: Melissa Doperalski, Water Division - Watershed Management Bureau Watershed  
Programs Coordinator

Re: Name change

Dear Ms. Doperalski:

Please be advised that on April 22, 2014 a Certificate of Amendment to our Certificate of Incorporation was filed with the State of New York Department of State amending the title of our company from Gomez and Sullivan Engineers, P.C. to Gomez and Sullivan Engineers, D.P.C. This change also means that our company is now incorporated pursuant to New York State Business Corporation Law as a Design Professional Corporation (D.P.C.), whereas previously we were incorporated as a Professional Corporation (P.C.).

This minor change in name and incorporation law does not affect our ability to provide professional services or other contract obligations provided by Gomez and Sullivan. Our staff still provide the same services as before and our business address (see above), senior management and officers of the company remain the same. Additionally our Employer Identification Number (E.I.N.) remains the same.

Please contact me if you have any questions. Thank you.

Sincerely,

Jerry A. Gomez, P.E.  
President



GOMEZ-1

OP ID: SM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2017

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

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

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Matthew R. Mullard		585-385-0428		CONTACT NAME:		
				PHONE (A/C, No, Ext):	585-385-0428	FAX (A/C, No):
				E-MAIL ADDRESS:	smiller@poole-ny.com	
				INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A:		25658
				INSURER B:		25623
				INSURER C:		
				INSURER D:		
				INSURER E:		
				INSURER F:		
INSURED		Gomez & Sullivan Engineers DPC 288 Genesee St Utica, NY 13502-4620				

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Business Owners</b>	X	X	6809H013781	03/18/2017	03/18/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/QP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA7088X825	03/18/2017	03/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10000	X	X	CUP7089X139	03/18/2017	03/18/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 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		X	UB3691T243	03/18/2017	03/18/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The above listed policies include 30-day notice of cancellation & waiver of subrogation. Blanket additional insured applies to the general liability, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

CERTIFICATE HOLDER		CANCELLATION	
NHDEP11 NH Dept of Environmental Services PO Box 95 29 Hazen Drive Concord, NH 03302-0095		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 <i>Matthew Mullard</i>	



GOMEZ-1

OP ID: SM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2017

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

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

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Matthew R. Mullard	585-385-0428	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 585-385-0428 E-MAIL ADDRESS: smiller@poole-ny.com FAX (A/C, No): 585-662-5755
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gomez & Sullivan Engineers DPC 288 Genesee St Utica, NY 13502-4620	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>	<b>Prof. Liability</b> <b>Pollution Liability</b>			EEH591899111	03/18/2017	03/18/2018	PER CLAIM	1,000,000
							AGGREGATE	1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>NHDES-2</b>  New Hampshire Department of Environmental Services 29 Hazen Drive P. O. Box 95 Concord, NH 03302-0095	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 <i>Matthew Mullard</i>
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## **Attachment A**

### **Procurement Process**

The procurement process for this contract was conducted in accordance with RSA 21-I:22. A Request For Proposals (RFP) was advertised in the Union Leader (December 12-14, 2016) and on the state's website for current bidding opportunities (New Hampshire Department of Administrative Services). The following four firms responded:

AECOM Environment – Chelmsford, MA  
Dubois & King, Inc. – South Burlington, VT  
Gomez & Sullivan Engineers, PC – Williamsville, NY  
GZA GeoEnvironmental, Inc. – Manchester, NH

An internal NHDES selection committee reviewed and ranked the responses to the RFP. The committee consisted of James W. Gallagher, Jr., P.E., the Chief Engineer for the Dam Bureau with more than 40 years of experience with dam design, contracting, construction and safety; Daniel Mattaini, P.E., the Administrator of the Operations and Maintenance Section of the Dam Bureau who has over 25 years of experience as an engineer for hydrologic and dam related projects; and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 20 years of experience as an engineer for civil design and construction.

NHDES received proposals from each firm and members of the selection committee reviewed the proposals and ranked the firms. Rankings were based on firm experience with Potential Failure Mode Analyses, Supporting Technical Information Documents, and Surveillance and Monitoring Plans for dams of similar size and scope, references for firms and project managers, quality and content of proposed scopes of services, and timeline for completion. The firm ranked first by the majority of the members of the Selection Committee would be the selected firm with whom NHDES would negotiate a final scope of work and price.

A scoring summary is provided in Table AT-1 on page AT-2. As shown in the summary, all three members of the Selection Committee chose Gomez and Sullivan Engineers, PC, and they were selected. Following the selection, NHDES commenced negotiations with Gomez and Sullivan Engineers, PC, to establish a scope of work and fee schedule. The negotiated contract price limitation is fair and reasonable for the scope of work.

**Table AT-1**

**Reviewer 1**

Criteria	Weighting	Firm			
		GZA	Dubois & King	Gomez & Sullivan	AECOM
Overall experience completing PFMAs, STIs and Monitoring plans	50%	8.00	8.00	10.00	9.00
References for firm and project manager	5%	10.00	10.00	10.00	10.00
Quality and content of proposed scope of services	35%	10.00	8.00	10.00	9.00
Timeline for Completion	10%	10.00	10.00	9.00	10.00
<b>Total =&gt;</b>		<b>9.00</b>	<b>8.30</b>	<b>9.90</b>	<b>9.15</b>
		3	4	1	2

1

**Reviewer 2**

Criteria	Weighting	Firm			
		GZA	Dubois & King	Gomez & Sullivan	AECOM
Overall experience completing PFMAs, STIs and Monitoring plans	50%	6.00	6.00	10.00	8.00
References for firm and project manager	5%	10.00	10.00	10.00	10.00
Quality and content of proposed scope of services	35%	9.00	8.00	10.00	9.00
Timeline for Completion	10%	10.00	10.00	9.00	10.00
<b>Total =&gt;</b>		<b>7.65</b>	<b>7.30</b>	<b>9.90</b>	<b>8.65</b>
		3	4	1	2

**Reviewer 3**

Criteria	Weighting	Firm			
		GZA	Dubois & King	Gomez & Sullivan	AECOM
Overall experience completing PFMAs, STIs and Monitoring plans	50%	6.00	6.00	10.00	8.00
References for firm and project manager	5%	10.00	10.00	10.00	10.00
Quality and content of proposed scope of services	35%	10.00	8.00	10.00	8.00
Timeline for Completion	10%	8.00	10.00	7.00	10.00
<b>Total =&gt;</b>		<b>7.80</b>	<b>7.30</b>	<b>9.70</b>	<b>8.30</b>
		3	4	1	2