



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**

July 8, 2013



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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend an agreement (PO# 1016297) with Inter-Fluve, Inc., VC# 221334, to complete the *Geomorphology-Based Restoration Design and Permitting for the Suncook River and Floodplain* project by extending the completion date to December 31, 2013 from September 30, 2013, changing the Scope of Services to amend Tasks 24 and 25, including additional Tasks 26 and 27, and increasing the contract award amount by \$10,000 from \$408,851 to \$418,851, effective upon Governor and Council approval though December 31, 2013. The original agreement was approved by G&C on June 22, 2011, Item #96. An amendment was approved by G&C on January 16, 2013, Item #43. 100% Capital (General) funds.

Funding is available in the account as follows.

	<u>FY 2014</u>
03-44-44-440030-0960-034-500162	\$ 10,000
Dept Environmental Services, Suncook River Infrastructure Protection Project, Capital Projects	

EXPLANATION

This agreement is due to expire on September 30, 2013. DES is requesting approval of this second amendment to the agreement in order to revise the Scope of Services to change two tasks, add two new tasks, and to provide Inter-Fluve Inc. with increased time and funding to complete additional surveys, permitting preparations, and project management services not anticipated by the project team when the original scope of services was developed. Copies of the original Contract and Amendment 1 are included in Attachment A.

DES entered into a \$450,000 Memorandum of Agreement (MOA) with the Division of Homeland Security and Emergency Management to address ongoing threats to infrastructure attributed to river instability issues on the Suncook River in Epsom, NH. Under the MOA, DES entered into two contracts. This contract with Inter-Fluve, Inc. involves the engineering and permitting portions of the overall project. A separate contract was managed by the NH Geological Survey to provide for the collection and analyses of geophysical data.

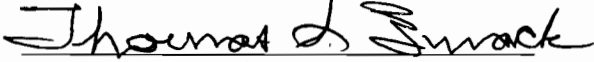
The proposed amendment is necessary for several reasons. Upon receipt of the 90 percent designs from Inter-Fluve, Inc. for river stabilization and infrastructure protection measures on the Suncook River (Route 4 Bridge) and Leighton Brook (Black Hall Road Bridge), the project team realized that the areas

DES Web Site: [www.des.nh.gov](http://www.des.nh.gov)  
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095  
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

of disturbance exceeded what was anticipated. In response, DES invited the New Hampshire State Archaeologist from the New Hampshire Division of Historical Resources (NHDHR) to conduct a pedestrian survey of the proposed Area of Potential Effect (APE). The purpose of the survey was to identify archaeologically sensitive locations and to provide recommendations for subsurface testing in advance of any project-related ground-disturbing activities as a means to fulfill cultural resource compliance obligations under Section 106 of the National Historical Preservation Act. In consideration of the testing recommendations provided by NHDHR, an estimated one hundred shovel test pits will be necessary to adequately test the Suncook River project limits.

In addition to the Section 106 compliance testing, the project team has also been directed by natural resource agencies in New Hampshire to perform a detailed survey to determine the existence or extent of endangered, freshwater mussels in Suncook River within the proposed construction areas. Results from both the Section 106 compliance investigations and freshwater mussel surveys are required before permits can be finalized. Inter-Fluve, Inc. engineers have concluded that some of the additional services and fees will be incorporated into existing tasks, while other survey work and associated fees will require the development of new tasks and additional funding.

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

  
Thomas S. Burack, Commissioner

**Agreement for Services with Inter-Fluve, Inc.**  
Amendment No. 2

This Agreement (hereinafter called "Amendment No. 2") dated this 11<sup>th</sup> day of June, 2013, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Inter-Fluve, Inc., acting by and through its Principal, Lon Mikkelson (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 22, 2011, its first Amendment (hereinafter called "Amendment 1") approved by the Governor and Council on January 16, 2013, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and Amendment 1, and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Contractor and the State have agreed to amend the Agreement and its Amendments in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and Amendment 1, and set forth herein, the parties hereto do hereby agree as follows:

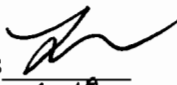
1. Amendment and Modification of Agreement: The Agreement and Amendment 1 are hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1 (A) of Amendment 1 shall be changed from September 30, 2013 to December 31, 2013.
  - (B) The Grant Limitation as set forth in sub-paragraph 1 (B) of Amendment 1 shall be changed from \$408,851 to \$418,851.
  - (C) The Scope of Services as set forth in Exhibit A shall be amended as follows:

Task 24. Bid Process Support (*cost: \$11,088*) is no longer necessary because construction funds will not be obtained before this contract expires. Therefore, archaeological services performed by the Public Archaeology Laboratory (PAL) will be partially completed under Task 24 instead. The work completed under this task will replace the Construction Management Services and there will be no increase or decrease to the cost of this task.

PAL, subcontracting to Inter-Fluve, will complete the following services under Task 24.

- 24.1. *Coordination* – PAL will coordinate with Inter-Fluve, Inc. and any other individuals or agencies (as directed) concerning administrative and logistical issues specific to the archaeological survey. These issues may include, but are not limited to, coordination of site access and work schedule, and information regarding proposed development plans. PAL also will submit an archaeological work plan to NHDHR as abstracted from this scope of services. The purpose of the work plan will be to solicit comments on the adequacy of the proposed archaeological survey in advance of field

Contractor Initials

  
Date 6-18-13

investigations, and to pro-actively address any comments or concerns that the SHPO may have.

- 24.2. *Research* – PAL will conduct a program of background research to develop pre- and post-contact cultural, historical, and environmental contexts for the proposed APE. The research program will include a review of state site files and cultural resource management reports housed at NHDHR to identify known sites within a 5-kilometer radius of the APE; a review of secondary town, state, and regional histories with a particular emphasis on the Town of Epsom; the examination of historic maps and photographs; and a review of principal sources concerning the ecology, geology, soils, and pre-contact culture history of the Suncook River and the Merrimack River drainage basin. These contexts will be used to develop predictive statements regarding the archaeological potential of the proposed APE, and to provide a meaningful framework within which to interpret and manage any identified cultural resources.
- 24.3. *Fieldwork* – Based on a review of project plans provided Inter-Fluve, Inc., and in consideration of Dr. Boisvert’s testing recommendations, PAL estimates that approximately 100 50-x-50-centimeter (cm) shovel test pits will be necessary to adequately test the Suncook River Flood Mitigation Project APE with the testing broken down by project impact area as follows:
- River left embankment running from Dover Road/Route 4 to the confluence of Little Suncook River (~1000 feet [ft]/300 meters [m]) – a total of five (5) judgmentally-placed transects comprising five (5) shovel test pits (STP) spaced at 8-meter (m) intervals (25 STPs)
  - River right embankment running from Dover Road/Route 4 to the confluence of Little Suncook River (~1000 feet [ft]/300 meters [m]) – a total of four (4) judgmentally-placed transects comprising five (5) shovel test pits (STP) spaced at 8-meter (m) intervals (20 STPs)
  - Confluence of the Suncook and Little Suncook rivers – a minimum of 4 STPs judgmentally placed on the elevated landforms located on river right and river left
  - River left staging area – a total of five (5) judgmentally-placed transects comprising five (5) shovel test pits (STP) spaced at 8-meter (m) intervals (25 STPs)
  - River right staging area – a total of two (2) judgmentally-placed transects comprising five (5) shovel test pits (STP) spaced at 8-meter (m) intervals (10 STPs)
  - River left avulsion site treatment staging area – a total of two (2) judgmentally-placed transects comprising 10 shovel test pits (STP) spaced at 8-meter (m) intervals (20 STPs)

During his field visit, Dr. Boisvert identified a soil anomaly along river right at the head of the second riffle adjacent to a downed pine tree with a broken trunk near the toe of slope; he

Contractor Initials 

Date 6-18-13

believes the soil anomaly may be a fire pit scar. PAL will attempt to relocate the anomaly to document its size, shape, condition, and possible function. Two previously recorded sites (27-MR-0112 and 27-MR-0114) also have been identified south and west of the Project. As per Dr. Boisvert’s request, PAL will conduct a field visit of those sites to document their current conditions as well as any signs of on-going erosion or other forms of disturbance. *Due to the previous budget of Task 24, the part of the labor as well as all of the direct expenses for this subtask will be included in Task 25.*

Task 25. Construction Management Services (*cost: \$8,974*) is no longer necessary because construction funds will not be obtained before this contract expires. Therefore, archaeological services performed by PAL will be partially completed under Task 25 instead. The work completed under this task will replace the Construction Management Services and there will be no increase or decrease to the cost of this task.

PAL, subcontracting to Inter-Fluve, will complete the following services under Task 25.

25.1. *Fieldwork* – The remainder of the fieldwork labor and all direct expenses will be completed in this subtask as described above.

25.2. *Lab Processing and Analysis* - All cultural materials recovered from the project area during the field investigations will be returned to PAL’s facility for laboratory processing and analyses. All curation and conservation measures will be in accordance with the Secretary of Interior standards 36 CFR79 and in accordance with state curation guidelines. The laboratory processing and analyses activities will include:


- cleaning, identification, and cataloging of any recovered cultural materials,
- preliminary analysis of spatial distributions of cultural materials, and
- map and graphics production

(E) The Contract Price and Method of payment as set forth in Exhibit B shall be amended to include payment for the additional tasks payable upon completion and review of deliverables by DES as follows:

Task	Description	New funding
26	Field work, laboratory processing, analyses, and final reporting on archaeological resources to fulfill Section 106 requirements	\$5,670
27	Field work and development of mussel management plan for <i>Alasmidonta varicosa</i> within proposed construction areas	\$4,330
Total		<b>\$10,000</b>

Task 26. Archaeology Report

The Public Archaeology Laboratory (PAL), subcontracting to Inter-Fluve, will complete the necessary field work, laboratory processing, and analyses required to satisfy the archaeological and cultural resource investigations throughout the project area to comply with Section 106 and

Contractor Initials 

Date 6-18-13

to develop a framework for any mitigation of resource impacts as a result of the proposed construction activities along the Suncook River.

- 26.1. *Work Products* – Following the completion of fieldwork and all laboratory processing and analyses, PAL will prepare a report detailing the survey results. The report will follow the guidelines established by the National Park Service in the *Recovery of Scientific, Prehistoric, Historic, and Archeological Data* (36 CFR Part 66, Appendix A) and New Hampshire state guidelines. Draft copies of the report will be provided to Inter-Fluve, Inc. for review. Following client review approval, the report will be submitted to NHDHR for review and comment. Archaeological site forms will be updated and submitted to the NHDHR as necessary.

Task 27. Mussel Survey for *Alasmidonta varicosa*

Based upon the population of *Alasmidonta varicosa* discovered and relocated in the Suncook River immediately following the 2006 avulsion, natural resource agencies in New Hampshire have required that a pre-construction mussel survey and management plan (if needed) be developed for the construction areas on the river. Biodrawversity, subcontracting to Inter-Fluve, will complete the following services.

- 27.1. *Fieldwork* – Biodrawversity will complete a 1-day survey (two people) in each of the two areas of the river where instream work is proposed, plus a 25 meter upstream buffer and 50-meter downstream buffer. The survey will be completed using snorkel gear, plus SCUBA if there are any areas more than 4 feet deep. Biodrawversity will record the total number, density (#/m<sup>2</sup>), shell length, shell condition, location (GPS), and micro habitat of any *Alasmidonta varicosa* found, plus composition and relative abundance of other species. Surveyors will find a suitable relocation site upstream from the project areas, including a survey to verify that *A. Varicosa* already occur there. This information is important for developing the mussel management plan.
- 27.2 *Report, Management Plan* - Biodrawversity will prepare a written report with maps and tables, which will also include (as an appendix) a draft mussel management plan (essentially, a relocation and monitoring plan) for client review and agency review.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials



Date 6-18-13

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Inter-Fluve, Inc.

By   
Principal, Lon Mikkelson

STATE OF OREGON  
COUNTY OF HOOD RIVER

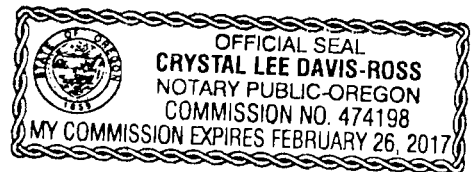
On this the 18 day of June, 2013, before the undersigned officer, personally appeared Lon Mikkelson, Principal who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

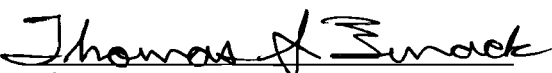
IN WITNESS WHEREOF, I hereunto set my hand and official seal.




My Commission Expires:

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

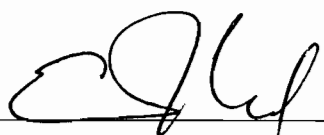



By   
Thomas S. Burack, Commissioner

Contractor Initials   
Date 6-18-13

Approved by Attorney General this 8<sup>th</sup> day of July, 2013

OFFICE OF ATTORNEY GENERAL

By   
Evan M. Hollander, AAG

Contractor Initials   
Date 6-18-13



# 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 Inter-Fluve, Inc. a(n) Montana corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20<sup>th</sup> day of June, A.D. 2013

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

William M. Gardner  
Secretary of State



Applied River and Wetland Restoration  
Founded 1983

June 18, 2013

To: Whom it may concern

Re: Corporate Resolution

I, David Reeves, hereby certify that I am the duly elected Secretary/Treasurer of Inter-Fluve, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on December 2001 that Lon Mikkelsen and Greg Koonce; Principals of Inter-Fluve, Inc. are authorized to execute contracts and bonds in the name and behalf of Inter-Fluve, Inc. and such execution of any contract or obligation in Inter-Fluve, Inc.'s name on its behalf by such Principals under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed, and remains in full force and effect as of June 18, 2013 and that Lon Mikkelsen and Greg Koonce remain the duly elected Principals of this corporation.

Dated: June 18, 2013

Attest: \_\_\_\_\_

David Reeves





# CERTIFICATE OF LIABILITY INSURANCE

INFLU-1

OP ID: DT

DATE (MM/DD/YYYY)

06/18/13

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

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

PRODUCER First West, Inc. PO Box 1800 1905 Stadium Dr Bozeman, MT 59715 Richard B. Deming, CIC	406-587-5111	CONTACT NAME: Donna Tucek	
	406-587-9162	PHONE (A/C, No, Ext): 406-922-6048 FAX (A/C, No): 406-587-9162 E-MAIL ADDRESS: dtucek@1stwestinsurance.com	
INSURED Inter-Fluve, Inc. PO Box 1892 Bozeman, MT 59771-1892	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : American Economy Ins Co.		19690
	INSURER C : Evanston Insurance Company		35378
	INSURER D :		
	INSURER E :		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CAP5136879	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$	
A	AUTOMOBILE LIABILITY			CAA5136879	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
A	UMBRELLA LIAB	X		CAP5136879	12/31/12	12/31/13	EACH OCCURRENCE \$ 8,000,000	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$ 8,000,000
	DED <input checked="" type="checkbox"/>						RETENTION \$ 0	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	01WC39443210	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						N/A	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab & Pollution Liab			12CPLC00224	12/14/12	12/14/13	Aggregate \$ 2,000,000	
							Retention \$ 50,000	

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

RE: Geomorphology-Based Design and Permitting for the Suncook River and Floodplain  
Certificate holder is additional insured for General Liability per conditions and limitations of policy form GA472MT 5-10 available upon request.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NHDES-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
New Hampshire Department of Environmental Services Steve Landry PO Box 95 Concorde, NH 03302-0095	AUTHORIZED REPRESENTATIVE 

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**Attachment A: Copy of Original Agreement and Amendment 1**



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 3, 2013

APPROVED G & C

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

DATE 1/16/13  
ITEM # 43

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to retroactively amend a sole source agreement (PO# 1016297) with Inter-Fluve, Inc., VC# 221334, to complete the *Geomorphology-Based Restoration Design and Permitting for the Suncook River and Floodplain* project by extending the completion date to September 30, 2013 from December 31, 2012, changing the Scope of Services to include additional Tasks, and increasing the contract award amount by \$72,851 from \$336,000 to \$408,851, effective upon Governor and Council approval though September 30, 2013. The original agreement was approved by G&C on June 22, 2011, Item # 96. 100% Other (Interagency Pass-Thru Federal) funds.

Funding is available in the account as follows.

	<u>FY 2013</u>	<u>FY2014</u>
03-44-44-440010-8663-102-500731	\$ 71,351	\$1,500
Dept. Environmental Services, Suncook River Geophysical and Design, Contracts for Program Services		

EXPLANATION

This agreement expired on December 31, 2012. It took several months for DES and Inter-Fluve, Inc. to negotiate the amendment language, additional scope of services and associated fees for the remaining tasks associated with this phase of the Suncook River Geophysical Assessment, Design, and Permitting project. Preparation of the design and construction plans for stabilization on the Suncook River to protect the Route 4 Bridge demand meticulous planning by all parties involved. Although every attempt was made to meet the end of year deadline for the existing contract amendment approval, we must now seek a retroactive approval for this essential work to continue. DES is requesting this sole source amendment in order to provide Inter-Fluve, Inc. additional time and funding to complete further design, engineering, and project management services. This amendment represents a greater than ten percent increase in the original grant award, and is categorized as a sole source amendment. Inter-Fluve Inc. and the assembled team currently working on this project represent the most qualified experts in this field. The original contract was awarded to Inter-Fluve, Inc. after a Request for Qualifications process as the most qualified firm. Attempting to re-bid the contract would unreasonably delay and disrupt the continuity of the project without any possibility of selecting a more qualified firm. A copy of the original Contract is included in Attachment A.

DES entered into a \$450,000 Memorandum of Agreement (MOA) with the Division of Homeland Security and Emergency Management to address ongoing river instability issues on the Suncook River in Epsom, NH. Under the MOA, DES entered into two contracts. This contract with Inter-Fluve, Inc. provides for the engineering and permitting portions of the overall project.

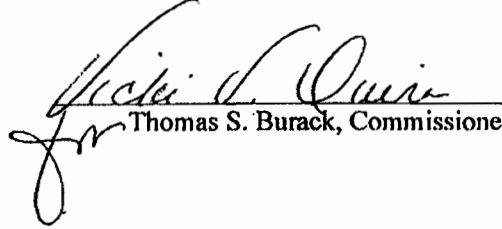
The proposed amendment is necessary for several reasons. One, Tropical Storm Irene and the associated high river flows delayed field data collection efforts on the Suncook River from the fall of 2011 to the summer of

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council

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2012. Additionally, now that data has been collected, Inter-Fluve, Inc. engineers have concluded that a Letter of Map Revision, Conditional Letter of Map Revision, and structural analysis for a proposed valley-spanning sheet piling, designed to protect the Route 4 Bridge and other critical infrastructure, will be required.

In the event that federal or other funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

  
Thomas S. Burack, Commissioner

COPY

**Agreement for Services with Inter-Fluve, Inc.**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 14<sup>th</sup> day of December, 2012, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Inter-Fluve, Inc., acting by and through its Principal, Lon Mikkelson (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 22, 2011, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Contractor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from December 31, 2012 to September 30, 2013.
  - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$336,000 to \$408,851.
  - (C) The Scope of Services as set forth in Exhibit A shall be amended as follows:

Task 8 & 10 - Sheet pile designs replace AECOM fees in Task 8 and 10 of existing Agreement  
Sheet Pile Designs - AECOM will prepare a Structural Engineering Drawing containing a plan view for 650 linear feet of sheeting and one cross section. In addition, AECOM will prepare one geotechnical construction specification for the sheeting. An AECOM geotechnical engineer will research and select the sheeting size based upon the installation criteria; prepare the material and installation specification; and perform QA/QC. The designs will be incorporated into the submitted 75% and final designs.

Task 8 & 10 assumptions:

- steel sheeting with a cap will be specified
- 50 year service life assumed
- channel scour depth based on modeling will be provided by Inter-Fluve
- approximate sheeting depths not to be significantly lower than EL 320
- sheeting will be driven, jetted or excavated and installed in place to clear obstructions
- submittals to Inter-Fluve Inc. will include one drawing sheet and one construction specification

Task 17 - Alteration of Terrain Permit

The Alteration of Terrain Permit was deemed unnecessary. Some effort was already expended to advance this permit, but no further work will be completed.

Task 21. Permitting – FEMA Conditional Letter of Map Revision (CLOMR) Phase 1

Contractor Initials \_\_\_\_\_

Date 12/18/12

AECOM will prepare and submit the CLOMR application to FEMA, including preparation and submittal of the following forms:

- Payment Information Form
- MT-2 Form 1: Overview and Concurrence Form
- MT-2 Form 2: Riverine Hydrology and Hydraulics Form
- MT-2 Form 3: Riverine Structures Form

AECOM will submit the USGS 2010 Suncook River Flood Study report for FEMA review as the existing conditions hydrologic and hydraulic description. AECOM will submit the proposed conditions model developed by Inter-Fluve for FEMA's review as the proposed conditions model. AECOM will also submit a textual description, to be provided by Inter-Fluve, which details all of the changes incorporated by Inter-Fluve into the USGS model to represent proposed conditions. The model will be truncated at the downstream and upstream limits of the project for purposes of FEMA's CLOMR application review. AECOM will delineate the floodplain and floodway boundaries manually for submittal to FEMA for their review as part of the CLOMR application.

Task 21 assumptions:

- CLOMR application submittal will not include a duplicate Effective or Corrected Effective model
- Levees, berms, and floodwalls do not exist within the revision area.
- Inter-Fluve will provide AECOM with proposed conditions model for submittal to FEMA
- Inter-Fluve will provide AECOM with a textual description of all changes incorporated into the USGS model.
- There are no existing violations of the NFIP regulations present in the project area.
- Inter-Fluve will certify the submittal by signing the application form as a Registered Professional Engineer (PE).
- Inter-Fluve/DES will assist in obtaining community concurrence signatures on the application form.
- The attached estimate assumes \$500 for notification to any property owners affected by any increase in Base Flood Elevation, if necessary. If notification is necessary, it is assumed that parcel data are available from the affected communities in GIS format to facilitate parcel identification and notification.

Contractor Initials 

Date 12/18/12



- If there are increases in the BFE due to the project, then Inter-Fluve PE will certify that proposed increases in BFE will not impact any structures and will provide documentation that alternatives were evaluated that would not cause increases in the BFE.
- Inter-Fluve/DES will assist in obtaining as-built drawings of cross drainage structures (bridge, culverts) within the limits of the map revision.

**Task 22. Permitting – FEMA CLOMR Phase 2 Flood Study**

AECOM will respond to one additional data request from FEMA regarding the CLOMR application. AECOM will prepare a Duplicate Effective (DE) model, corrected Duplicate Effective Conditions model, an Existing Conditions model, and a Proposed Conditions model for the response. AECOM will delineate the floodplain and floodway boundaries manually for submittal to FEMA for their review. AECOM will prepare a textual description of the hydraulic analysis and project summary.

**Task 22 assumptions:**

- FEMA will accept effective FIS hydrologic analysis or hydrologic analysis from 2010 USGS Report
- It is assumed that additional surveyed cross sections will not be required
- Levee, berm, and floodwall do not exist within the revision area; Inter-Fluve will provide relevant plans and sections of the proposed work or alternatively modify the existing conditions model cross sections (to be provided by AECOM) to reflect the proposed work. In addition, FEMA agrees to an upstream tie-in location of just upstream of Dover Road.
- There are no existing violations of the NH regulations present in the project area

**Task 23. Permitting – FEMA CLOMR Phase 2 Coordinate CLOMR Application**

AECOM will coordinate the CLOMR application and submit the necessary documents to FEMA.

**Task 24. Bid Process Support**

Inter-Fluve will provide support through the public bidding process.

- 24.1. Review bid package – Inter-Fluve will provide designs and specifications to NH DES for inclusion in the bid package and will review the bid package, developed by NH DES, once complete prior to being sent to contractors.
- 24.2. Pre-bid meeting – Following dispersal of bidding documents, Inter-Fluve will attend a pre-bid meeting for interested contractors. Notice of the pre-bid meeting will be included in the bid package.
- 24.3. Respond to Requests for Information – Inter-Fluve will respond to Requests for Information (RFIs) submitted by potential bidders during the solicitation period. Responses will be prepared in writing and submitted electronically to NH DES for distribution to all plan holders.

Contractor Initials 

Date 12/18/12

- 24.4. Prepare Addenda – Inter-Fluve will prepare addenda if required during the solicitation period if determined necessary in conjunction with NH DES. Addenda will be prepared in writing and submitted electronically to NH DES for distribution to all plan holders.
- 24.5. Contractor selection – Inter-Fluve will review the submitted bids and assist the partners in contractor selection

Task 24 Assumptions:

- NH DES will be responsible for printing and advertising the bid documents as necessary

Task 24 Deliverables:

- Review of bid package using track changes, or other digital format
- Attendance at pre-bid site visit
- Written responses to questions from bidders
- Amendments to bid package

Task 25. Construction Management Services

Inter-Fluve will provide services to facilitate the construction process. Most of the review of contractor submittals and all of the construction oversight tasks will be included under a separate contract:

- 25.1. Pre-Construction Meeting – Inter-Fluve will attend a pre-construction meeting in Epsom, NH to review schedule, plans and specifications with the contractor.
- 25.2. Prepare necessary addenda through the construction process as necessary for issue by the project owner. This includes preparation of Field Directives and Owner/Engineer requested changes and responses to Requests for Information by the contractor.
- 25.3. Review of Contractor Submittals – Inter-Fluve will communicate with the partners and contractor, review contractor submittals, review schedule, and establish approved materials (shop drawings, gradations, material specs, etc.) and substitutions as necessary. The contractor will prepare Requests for Information and Change Order Requests, to be reviewed by Inter-Fluve and NH DES. Inter-Fluve will provide printed and electronic forms for use by the partners and contractor in communication of changes, potential change orders and clarifications. (This task will be partially completed under this contract and partially completed under a separate contract)

Task 25 Assumptions:

- Inter-Fluve assumes that the contractor will be responsible for all construction staking, surveys, measurements, or elevation checks as necessary to ensure accuracy with the design plans

Task 25 Deliverables:

- Attendance at pre-construction meeting
- Digital copy of any necessary addenda submitted to NH DES and the contractor

Contractor Initials

Date 12/18/12


- (D) The Contract Price and Method of payment as set forth in Exhibit B shall be amended to eliminate further payments to Task 17, allowing the remaining amount to be reallocated to new Task 21:

Task	Description	Expended	Remaining (to be reallocated)
17	Alteration of Terrain Permit Application	\$7,512	\$13,588

- (E) The Contract Price and Method of payment as set forth in Exhibit B shall be amended to include payment for the additional tasks payable upon completion and review of deliverables by DES as follows:

Task	Description	Reallocated funding	New funding
21	Conditional Letter of Map Revision - Phase I	\$13,588	\$7,660
22	Conditional Letter of Map Revision - Phase II	\$0	\$34,169
23	Submit Conditional Letter of Map Revision	\$0	\$10,960
24	Construction bid document preparation	\$0	\$11,088
25	Pre-construction meeting and contractor selection	\$0	\$8,974
Totals		\$13,588	\$72,851

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials 

Date 12/18/12

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Inter-Fluve, Inc.

By [Signature]  
Principal, Lon Mikkelson

Oregon  
STATE OF ~~NEW HAMPSHIRE~~  
COUNTY OF Hood River

On this the 18 day of December, 2012, before the undersigned officer, personally appeared Lon Mikkelson, Principal who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

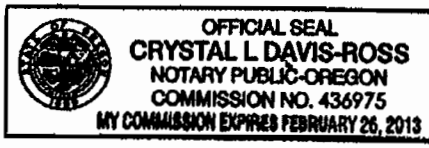
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

**COPY**

[Signature]  
(enter name notary public/JOP, select title)

My Commission Expires: date  
February 26, 2013

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services



By [Signature]  
for Thomas S. Burack, Commissioner

Approved by Attorney General this 28 day of December, 2012

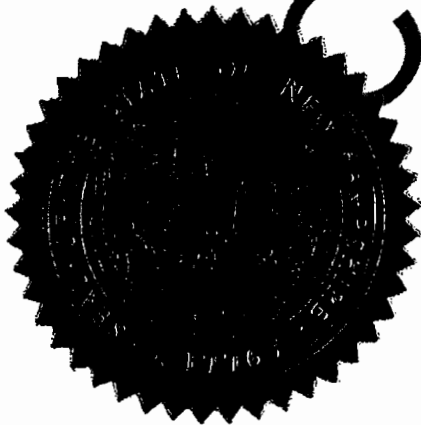
OFFICE OF ATTORNEY GENERAL  
By [Signature] Evan McHale, AAG

By [Signature]  
Contractor Initials [Signature]  
Date 12/18/12

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 Inter-Fluve, Inc. a(n) Montana corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20<sup>th</sup> day of December, A.D. 2012

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

William M. Gardner  
Secretary of State



Applied River and Wetland Restoration  
Founded 1983

December 19, 2012

To: Whom it may concern

Re: Corporate Resolution

I, David Reeves, hereby certify that I am the duly elected Secretary/Treasurer of Inter-Fluve, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on December 2001 that Lon Mikkelsen and Greg Koonce; Principals of Inter-Fluve, inc. are authorized to execute contracts and bonds in the name and behalf of Inter-Fluve, Inc. and such execution of any contract or obligation in Inter-Fluve, Inc.'s name on its behalf by such Principals under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed, and remains in full force and effect as of December 19, 2012 and that Lon Mikkelsen and Greg Koonce remain the duly elected Principals of this corporation.

Dated: December 19, 2012

Attest: David Reeves  
David Reeves

COPY





# CERTIFICATE OF LIABILITY INSURANCE

INFLU-1

OP ID: DT

DATE (MM/DD/YYYY)  
12/19/12

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

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

<b>PRODUCER</b> First West, Inc. PO Box 1800 1905 Stadium Dr Bozeman, MT 59715 Richard B. Deming, CIC	406-587-5111	<b>CONTACT NAME:</b> Donna Tucek <b>PHONE (A/C, No, Ext):</b> 406-922-6048 <b>E-MAIL ADDRESS:</b> dtucek@1stwestinsurance.com	<b>FAX (A/C, No):</b> 406-587-9162
	406-587-9162	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Inter-Fluve, Inc. PO Box 1892 Bozeman, MT 59771-1892	<b>INSURER A:</b> Cincinnati Insurance Company		<b>NAIC #</b> 10677
	<b>INSURER B:</b> American Economy Ins Co.		19690
	<b>INSURER C:</b> Evanston Insurance Company		35378
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	CAP5136879	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA5136879	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CAP5136879	12/31/12	12/31/13	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01WC39443210	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab & Pollution Liab			12CPLC00224	12/14/12	12/14/13	Aggregate \$ 2,000,000 Retention \$ 50,000

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

Certificate holder is additional insured for General Liability per conditions and limitations of policy form GA472MT 5-10 available upon request.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Dept of Environmental Services  
 PO 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

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**Attachment A: Copy of Original Agreement**

**COPY**





The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Jeff Marcant



Thomas S. Burack, Commissioner

June 9, 2011

APPROVED G & C

DATE 6/22/11

ITEM # 96

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with Inter-Fluve, Inc., Madison, WI (VC #221334), in the amount of \$336,000 to complete the *Geomorphology-Based Restoration Design and Permitting for the Suncook River and Floodplain* project effective upon Governor and Council approval through December 31, 2012. 100% Other (Interagency Pass-Thru Federal) funds.

Funding is available in the account as follows:

03-44-44-440010-8663-102-500731 <sup>FY 2011</sup> \$336,000  
Dept Environmental Services, Suncook River Geophysics and Design, Contracts for Program Services

EXPLANATION

DES entered into a \$450,000 Memorandum of Agreement (MOA) with the Division of Homeland Security and Emergency Management to address ongoing river instability issues at the Suncook River in Epsom. Under the MOA, DES will enter into two contracts. This contract involves the engineering and permitting portions of the overall project. A separate contract, to be managed by the NH Geological Survey, will provide for the collection of geophysical data. The outcomes of the geophysical survey will provide subsurface geological data necessary to inform the engineering design and permitting. The geophysical data collection and engineering/permitting contracts will run concurrently and be coordinated by DES.

On May 14-15, 2006, the Suncook River experienced an avulsion, by which about one mile of river channel changed location by dissecting a former wetland and gravel pit. The avulsion has resulted in major effects on the Suncook, including upstream migrating headcuts and considerable erosion on the new Suncook River mainstem and contributing tributaries. Upstream migrating headcuts pose threats to public infrastructure, including the Route 4 bridge and Black Hall Road bridge in Epsom. Thus, the potential continues to exist for safety risks to public bridge infrastructure and residents on the Suncook River in the vicinity of the avulsion.

Grade control structures are designed to arrest further headcutting and have been proposed to be installed in the Suncook River and Leighton Brook where site conditions are favorable for installation. A headcut has progressed upstream and is now located 575 feet downstream of the state-owned Route 4 bridge just east of the Epsom traffic circle. A second headcut has progressed upstream on Leighton

Brook, and is located 160 feet downstream of the recently replaced Black Hall Road culvert in Epsom. If these headcuts continue to progress upstream and reach the bridge crossings, the potential for the bridge infrastructure to become compromised increases greatly, posing a safety risk to local citizens and the traveling public. In the case of the Route 4 bridge, any failure or bridge closing will result in a 6-mile detour and \$1.5 million would be needed to replace the bridge that carries 18,000 vehicles per day.

The primary purpose of this project is to generate final engineering designs and permitting for grade controls on the main stem of the Suncook River downstream of the Route 4 Bridge, and grade controls on Leighton Brook downstream of the Black Hall Road crossing. Additional tasks to be carried out with this project will include bank restoration, and an alternatives analysis for floodplain access and attenuation of floodwaters in the vicinity of the avulsion.

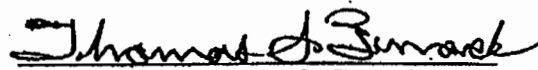
The Department of Environmental Services issued a Request For Qualifications (RFQ) for the *Geomorphology-Based Restoration Design and Permitting for the Suncook River and Floodplain* project in December 2010. Two Statement of Qualifications packages were received. The Statement of Qualifications packages were ranked based on the criteria included in the RFQ: specialized experience of the project team, project personnel, and project approach.

Each reviewer used a standardized scoring sheet, which was based on the selection criteria listed in Section V of the Request for Qualifications. All of the scores recorded for each section of selection criteria for each firm were summed to calculate a cumulative score for each qualification package, which are shown in Attachment A.

Based upon the outcomes of ranking the qualification packages, both firms were invited to attend an interview with DES staff on March 10, 2011, where each project team presented their scope of work in greater detail and participated in a structured interview format. Following the interviews, five reference checks were performed for each firm by DES personnel.

The DES review and interview team met on March 30, 2011, and made the decision to enter into a contract for services with Inter-Fluve, Inc. based on results of the interview, quality of the qualification package submitted, and the outcome of the reference checks. Inter-Fluve, Inc. is a firm completely dedicated to geomorphology-based river restoration solutions and they have demonstrated their expertise working on large river systems similar to the Suncook River across the country. In addition, the response to the reference checks for Inter-Fluve, Inc. was extremely convincing and built confidence with the interview team that a contract should be executed with Inter-Fluve.

DES negotiated a scope of services and payment schedule with the highest qualified firm. The total cost associated with the contract between DES and Inter-Fluve, Inc. is \$336,000. The contract has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

  
Thomas S. Burack, Commissioner

Subject: Geomorphology-Based Restoration Design & Permitting - Suncook River FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive PO Box 95, Concord NH 03302-0095	
1.3 Contractor Name Inter-Fluve, Inc.		1.4 Contractor Address 3602 Atwood Avenue, Suite 3, Madison, WI 53714	
1.5 Contractor Phone Number (617) 714-5537	1.6 Account Number 03-44-44-440010-8663-102	1.7 Completion Date December 31, 2012	1.8 Price Limitation \$336,000
1.9 Contracting Officer for State Agency Stephen C. Landry, Merrimack Watershed Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory GREG KOONCE, PRINCIPAL	
1.13 Acknowledgement: State of <u>OR</u> , County of <u>Washington</u> On <u>6/3/11</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>Crystal L Davis-Ross</i> [Seal]		OFFICIAL SEAL CRYSTAL L DAVIS-ROSS NOTARY PUBLIC-OREGON COMMISSION NO. 436975 MY COMMISSION EXPIRES FEBRUARY 28, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Crystal L Davis-Ross			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>8/8/11</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

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

**7. PERSONNEL.**

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

Contractor Initials                       
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials OK  
Date 4/7/11

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be entered into 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

Inter-Fluve, Inc. (Inter-Fluve) of Madison, WI, will complete the following design and engineering services in support of the *Geomorphology-Based Restoration Design and Permitting for the Suncook River and Floodplain* project.

1. *Convene project kickoff meeting* - Inter-Fluve team members will coordinate and participate in an initial kick-off meeting. The meeting will include a site walk and discussion with project partners as recommended by NHDES. It is anticipated that a representative from each of the members of the Design Team (Inter-Fluve, AECOM, Field Geology Services, and Headwaters Hydrology) will participate in this meeting.

Deliverables: Copies of all final presentation media and work products in electronic format suitable for web posting. Summary documents from site walk and meeting in electronic format.

2. *Perform existing data collection* (partially completed as part of the RFQ process)- Inter-Fluve will acquire existing data (sediment transport analyses, aerial mapping, geomorphological survey data, etc.) on the project area from federal and state agencies and universities that have conducted studies on the Suncook River avulsion site and will supplement and utilize as required.

Deliverables: Memorandum detailing the acquired data, citation listing, and copies of existing data in electronic format.

3. *Perform site assessment* - Inter-Fluve will complete repeat Wolman pebble counts along the cross sections completed by VHB. This will allow us to compare the surface grain size under existing conditions with those soon after the avulsion occurred. Inter-Fluve will collect sub-pavement bulk sediment samples to be analyzed by a lab for grain size distribution. Inter-Fluve will attempt to determine the exact locations established in the VHB study and replicate these samples. Inter-Fluve anticipates the collection of 10 sub-pavement samples: 2 upstream of the Route 4 Bridge, 2 between the bridge and the avulsion location, 2 between the avulsion site and the confluence with the original side channel, 1 between the confluence with the original side channel and the confluence with the original main channel, 2 downstream of the confluence with the original main channel, and 1 in the original main channel. This will provide a good comparison with earlier studies and will also inform the restoration designs

Deliverables: Electronic copies of field data sheets, frequency distribution curves, sub-pavement bulk sediment lab analyses results, and a memorandum comparing current conditions to those shortly after the avulsion.

4. *Conduct topographic survey* - Inter-Fluve will conduct up to 6 days of topographic survey sufficient for 1D hydraulic modeling and restoration designs for the installation of grade controls downstream of the Rte 4 Bridge on the Suncook River, grade control downstream of the Black Hall Rd on

Leighton Brook, bank stabilization adjacent to the installed grade controls, and floodplain reconnection on the Suncook River between the Rte 4 Bridge and the avulsion site. Survey necessary for a 2D hydraulic model in the vicinity of the grade control installations near the Rte 4 bridge will also be completed. Inter-Fluve will use survey data collected by the USGS to complete their hydraulic model (USGS, 2009) where possible, but will collect additional cross-sectional survey data as necessary for the completion of an updated 1D hydraulic model for the Suncook River and Leighton Brook within the study area. This survey will extend from upstream of the Route 4 Bridge on the mainstem of the Suncook River to approximately 0.4 miles downstream of its confluence with the abandoned main channel so as to capture the influence of Round Pond and the floodplains and meander scars downstream. As desired by the Project Partners, this survey will include a re-survey of the 27 cross sections completed by VHB as described in their 2008 report and shown in Figure C-1 in Appendix B of that report. This will provide some information on the amount of channel change that has occurred within the study area. Survey monuments installed by VHB will be resurveyed where possible and repeat cross section locations will be estimated using maps and GPS coordinates where monuments cannot reasonably be relocated. The level of detail in this survey will also provide enough detail for design plans for the grade control structures, bank stabilization, and limited floodplain reconnection. Inter-Fluve will use a combination of GPS-RTK and total station surveying equipment to gather the necessary topographic data. This survey will not include information necessary for the geotechnical investigation as this will be completed by others under a separate contract. Geotechnical information necessary for completion of designs will be provided to Inter-Fluve in a commonly-used electronic format in a timely manner. Property boundaries and right of way lines will be obtained from electronic GIS or AutoCAD files from the Town or State and will not be field-surveyed.

**Deliverables:** Digital copies of field data sheets and data files from GPS-RTK and total station equipment. Memorandum that compares VHB cross section data to that collected by Inter-Fluve in 2011.

5. *Perform structural engineering assessment* - Project team engineers will verify assumptions regarding structural elements of the project. A structural and transportation engineer will accompany the project geomorphologists and project manager to complete the following:
- a. *One-day visual infrastructure inspection* - Complete a 1-day visual inspection of the potentially affected roads, bridges, culverts, building foundations, railroad and trail berms, dams, and other infrastructure within the project area. These inspections will be conducted prior to submittal of the 30% plans, in order to highlight any potential design issues.
  - b. *Utility information* - GIS-based or other utility location data available from the Town of Epsom and other local entities will be incorporated into the plans. Inter-Fluve will confirm the location of utilities that can be visually observed during the topographic survey. Relocation or interruption of utilities will not be included in the designs for this project.

**Deliverables:** Memorandum summarizing findings from the infrastructure inspection that highlight any potential design issues that need to be considered by the project team. This memorandum will also include any updates on potential utility issues relative to proposed plans.

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Date 6/2/11



6. *Develop and evaluate construction logistics* – Construction logistics will be further evaluated prior to and again following approved 30% designs, including logical construction access routes, traffic management, staging areas, disposal sites for excavated material, and source stone material for construction as needed. Landowners recommended for construction access will be identified. Construction easement agreements and documentation is the responsibility of others.

Deliverables: Design recommendations for construction staging and access, and for protecting existing infrastructure. Utility locations and design recommendations will be included in the Technical Memorandum and incorporated into the design plans.

7. *Perform fluvial geomorphic analysis* – Existing data and updated survey information will be used to correlate plan, profile, channel type, slope, substrate, bank soils, surficial geologic controls, valley characteristics, and proposed vegetation. These data will be used in conjunction with hydrologic and hydraulic data to develop a long-term stable design.

Deliverables: All data, models, and calculations relative to completing the fluvial geomorphic analysis.

8. *Complete hydrology and hydraulics* – Inter-Fluve will verify hydraulics under the final proposed conditions, including:

- a. *Hydrology* – Inter-Fluve will collect available and relevant hydrologic data from local, state and federal sources, including that used for the USGS HEC-RAS model. Review the most recent FEMA hydrologic information for the Suncook River (URS 2008, USGS 2009). Basic hydrologic data review will include review of previously completed flow estimates for various return interval floods (low flow, 10 and 100-year) and modifications using gauge transfer, regional regression and statistical analysis methods.

- b. *1D Hydraulic model - Existing conditions* - Collect available and relevant hydraulic model data from local, state and federal sources, including the USGS HEC-RAS model. Update a hydraulic model (GEO-RAS or HEC-RAS) of existing conditions including recently surveyed cross-sections in areas prone to lateral and vertical change. The existing conditions model will cover the entire project area, and will include sufficient reach length upstream of Route 4, and downstream of the confluence with the original main stem channel to encompass areas hydraulically impacted by the project. The model will be run for a series of flow events (base, 1.5, 10, 100, and 500-year return interval flow). Boundary conditions will be established for the project reach. *Proposed conditions (grade control and Leighton Brook)* - Inter-Fluve will create a hydraulic model of the site under the proposed grade controls and Leighton Brook restoration design. HEC-RAS model runs during final design iterations will be used to quantify the effect of the treatments on flooding during the 100 and 500 year flood events. Sediment transport and shear stress analysis will be used to characterize thresholds and to size bed and bank treatments. Modeling will assess potential for scour impacts on upstream and downstream infrastructure and utilities. (e.g., culverts, berms, bridges and roads).

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Date 6/2/11

- c. 2D Hydraulic model - Inter-Fluve will complete a 2D hydraulic model for the areas around the grade control installations downstream of the Rte 4 Bridge on the Suncook River. This model will be run for both existing and proposed conditions.
- d. *Proposed conditions (floodplain access)* - A three-dimensional AutoCAD-Civil 3D surface will be developed for the preferred floodplain access alternative upstream of the avulsion site. These data will be incorporated into GEO-RAS, along with the final design CAD data for the grade controls and Leighton Brook. Geomorphic data and hydraulic data will be used to develop a stable design.

Deliverables: All data, models, and calculations relative to hydrology and hydraulics.

- 9. *Prepare progress submittal on preliminary design (30%)* – Inter-Fluve will prepare a progress submittal for grade control and Leighton Brook at the 30% completion level. The full extent of final design tasks will be dictated by the need for bank stabilization, sediment management requirements, fisheries time of year restrictions, regulatory requirements for dewatering and diversion, permitting, and landowner requirements for access, staging and traffic.

Deliverables: Design progress meeting, plan sheets, and a technical memorandum. The brief technical memorandum will be prepared describing the engineering analysis and results that support the 30% designs. Appendices included as appropriate. This technical memorandum will include estimated quantities and an *Engineer's Opinion of Probable Cost* for construction. Cost estimates will include materials, equipment, and construction supervision.

- 10. *Prepare progress submittal on preliminary design (75%)* - Inter-Fluve will prepare a progress submittal at the 75% completion level. The 75% submittal will be appropriate for initial permitting. This progress submittal will include the following plan sheet layout:

- a. Cover (1 sheet)
- b. General notes (2 sheets)
- c. Existing conditions, access and staging, benchmarks, soil boring locations (3 sheets)
- d. Proposed conditions plan view and profile, project disturbance limits, grading, property boundaries and right of way, location of utilities, drainage facilities, and associated appurtenances, designated or designed wetlands, and property lines and related information compiled from existing maps and records (4 sheets)
- e. Sequencing (as proposed conditions – 2 sheets)
- f. Quantitative cross sections showing existing and proposed (3 sheets)
- g. Typical cross-sections for proposed river conditions (2 sheets)
- h. Typical details (3 sheets)
- i. Stabilized construction entrance, access and staging details (1 sheet)
- j. Suggested water and erosion/sediment control details (1 sheet)
- k. Erosion control and permitting boundaries, resource impact table (1 sheet)
- l. Planting plan (1 sheet)

Deliverables: Design progress meeting, plan sheets and a technical memorandum. The brief technical memorandum will be prepared describing the engineering analysis and

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Date 6/2/11

results that support the 75% designs. Appendices included as appropriate. This technical memorandum will include estimated quantities and an *Engineer's Opinion of Probable Cost* for construction. Cost estimates will include materials, equipment, and construction supervision. Plans will be presented in 11 inch x 17 inch format as a PDF.

11. *Generate final design submittal (grade control and Leighton Brook)* - Following the 75% design review meeting and completion of regulatory permitting, Inter-Fluve will submit plans and specifications complete to the 90% level for review and comment. Upon receipt of final comments, Inter-Fluve will develop 100% final construction ready plans and specifications suitable for inclusion in the final bid package and stamped by a professional engineer licensed in the State of New Hampshire. The intent is that these plans will be used for competitive bidding purposes with oversight by qualified personnel. The 90% and 100% submittals will include the following:
- Plans* based on the previous submittal and comments received. Plans will be 11 inch x 17 inch as a PDF copy with a Word copy of the Specifications and Report.
  - Engineer's Opinion of Probable Cost*
  - Bid Item List* with quantities
  - Special Technical Specifications*
  - Final Report* - An updated Design Technical Memorandum will be completed that summarizes the contract tasks, design process and alternative analysis considered in developing the restoration design and construction sequencing. Plans, specs, and Engineers Opinion of Probable Cost will be included

**Deliverables:** Three sets of final plans stamped by a professional engineer licensed in the State of New Hampshire. Two copies of full sized plans sheets will be provided in hard copy. Final design plans will also be presented on 8 ½ inch x 11 inch sheets in accordance with the Army Corps of Engineer submittal requirements. Final Report, Engineer's Opinion of Probable Cost, Bid Item List, Special Technical Specifications

12. *Generate floodplain access alternatives* - Following data collection and hydraulic analysis, Inter-Fluve will create two conceptual level design alternatives for floodplain access grading designs that will be included in the 30% design submittal. GEO-RAS inundation mapping will be completed for the preferred design. The preferred floodplain access alternative will be added to the preliminary and final designs. This will likely entail 2-3 additional sheets in the planset.

**Deliverables:** Technical memorandum presenting both conceptual level design alternatives for floodplain access. GEO-RAS mapping and modeling results. Inter-Fluve will schedule and facilitate a design progress meeting for the 30%, 75% and 90% submittal milestones. These meetings will allow Inter-Fluve to review specific project plan details with the project partners and solicit feedback. Meetings will update the group on the status of work, problems encountered, and planned next steps.

13. *Coordinate and attend pre-application meeting* - Inter-Fluve will coordinate and attend one pre-application meeting with staff from the pertinent state and federal regulatory agencies, including:

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Date 6/21

DES Wetlands Bureau, DES Alteration of Terrain (AoT) Bureau, DES Shoreland Section, NH Fish and Game Department (NHFG), U.S. Army Corps of Engineers (Corps), U.S. Environmental Protection Agency (EPA), and the U.S. Fish and Wildlife Service (USFWS). The intent of the meeting will be to present and discuss the project, identify any areas of special concern, and verify exemptions from several environmental permits

**Deliverables:** Meeting summary document and outline for permitting requirements relative to construction of grade control and floodplain access for the Suncook River and Leighton Brook.

14. *Prepare and submit NHDES Standard Dredge and Fill Permit Application* – Inter-Fluve will prepare and submit the NHDES Standard Dredge and Fill Permit Application relative to design and construction for the Suncook River project area. This includes responding to requests for additional information required to satisfy permit review requirements. This permit application will be submitted as 'restoration' and will not require the submittal of impact fees or compensatory mitigation. This scope includes up to one round of comments and revisions from the regulatory agencies.

**Deliverables:** Copies of the approved NHDES Standard Dredge and Fill Permit Application and meeting notes.

15. *Prepare and submit NHDES Shoreland Permit Application* – Inter-Fluve will prepare and submit the NHDES Shoreland Permit Application relative to design and construction for the Suncook River project area. This includes responding to requests for additional information required to satisfy permit review requirements. This permit application will be submitted as 'restoration' and will not require the submittal of impact fees or compensatory mitigation. This scope includes up to one round of comments and revisions from the regulatory agencies.

**Deliverables:** Copies of the approved NHDES Shoreland Permit Application and meeting notes.

16. *Prepare and submit Stormwater Pollution Prevention Plan (SWPPP)* – Inter-Fluve will prepare and submit a Stormwater Pollution Prevention Plan for use in obtaining future coverage under the EPA Construction General Permit. Screening for the occurrence of rare, threatened, and endangered plant and animal species and natural communities will be completed using the NH Natural Heritage Bureau DataCheck Tool for the affected landowners that have given permission. Additional special studies needed to document or address potential impacts to protected species or natural communities will not be completed, but can be added via contract addendum. Additional special historical resources studies, including archaeological surveys, are not included in this scope of work. This scope includes the preparation and submittal of the SWPPP, but Inter-Fluve is not responsible for the payment of fees associated with the SWPPP. This scope includes up to one round of comments and revisions from the regulatory agencies.

**Deliverables:** Copies of the approved Stormwater Pollution Prevention Plan and pre-application meeting notes.

17. *Prepare and submit NHDES Alteration of Terrain Permit Application* – Inter-Fluve will prepare and submit the NHDES Alteration of Terrain Permit Application relative to design and construction for the Suncook River project area. This includes responding to requests for additional information required to satisfy permit review requirements. The level of effort for the preparation of this permit is based on best engineering judgment and may vary upon completion of the designs. If the designs require a much larger area of impacted terrain, the additional level of effort for completing this permit can be added via contract addendum. This scope includes up to one round of comments and revisions from the regulatory agencies.

Deliverables: Copies of the approved Alteration of Terrain Permit and meeting notes.

18. *Convene abutter and private land owner meeting* - Following the project kickoff meeting and prior to any fieldwork activities, Inter-Fluve will facilitate a meeting of landowners abutting the project site, including all areas in which field work will be conducted. The goal of this meeting will be to inform and educate the abutters about the project and to ask for permission from those that have not already granted it, to gain access to their land to conduct the surveys. Landowner permission for fieldwork and as required for permitting will be requested, but cannot be guaranteed. Project Partners will take the lead at this and all public meetings and Inter-Fluve and its team will provide technical assistance through preparation and delivery of Power Point presentations and answering of technical questions relating to the studies and designs involved with this scope of work. Project Partners will also schedule and organize this and other public meetings including selecting meeting locations, notifying landowners and stakeholders, publicizing the meetings as necessary, and producing meeting notes.

Deliverables: Meeting summary document and signed, property access permission forms from abutters in the project area

19. *Convene Public Meeting #1* - Inter-Fluve will provide technical assistance during a public meeting in Epsom. A power point presentation regarding proposed work will be developed and submitted for partner edits 1 week prior to the scheduled outreach meeting.

Deliverables: Meeting summary document and copy of power point presentation

20. *Convene Public Meeting #2* - Inter-Fluve will provide technical assistance during a second public meeting in Epsom. A power point presentation and posters detailing designs will be developed and submitted for partner edits 1 week prior to the scheduled outreach meeting

Deliverables: Meeting summary document and copies of power point presentation and other outreach materials

EXHIBIT B

CONTRACT PRICE AND METHOD OF PAYMENT

All services shall be performed to the satisfaction of DES before payment is made. Payments shall be made on the following schedule upon receipt and approval of stated deliverables and upon receipt of an associated invoice.

1. Upon completion of Task 1 and receipt of associated Deliverables	\$7,000
2. Upon completion of Task 2 and receipt of associated Deliverables	\$10,000
3. Upon completion of Task 3 and receipt of associated Deliverables	\$34,500
4. Upon completion of Task 4 and receipt of associated Deliverables	\$37,500
5. Upon completion of Task 5 and receipt of associated Deliverables	\$5,500
6. Upon completion of Task 6 and receipt of associated Deliverables	\$3,000
7. Upon completion of Task 7 and receipt of associated Deliverables	\$4,500
8. Upon completion of Task 8 and receipt of associated Deliverables	\$31,500
9. Upon completion of Task 9 and receipt of associated Deliverables	\$30,000
10. Upon completion of Task 10 and receipt of associated Deliverables	\$29,000
11. Upon completion of Task 11 and receipt of associated Deliverables	\$33,500
12. Upon completion of Task 12 and receipt of associated Deliverables	\$20,000
13. Upon completion of Task 13 and receipt of associated Deliverables	\$9,100
14. Upon completion of Task 14 and receipt of associated Deliverables	\$24,200
15. Upon completion of Task 15 and receipt of associated Deliverables	\$8,300
16. Upon completion of Task 16 and receipt of associated Deliverables	\$14,300
17. Upon completion of Task 17 and receipt of associated Deliverables	\$21,100
18. Upon completion of Task 18 and receipt of associated Deliverables	\$1,800
19. Upon completion of Task 19 and receipt of associated Deliverables	\$6,200
20. Upon completion of Task 20 and receipt of associated Deliverables	<u>\$5,000</u>
Total	\$336,000

Initials GLC  
Date 6/2/11

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

No special provisions apply.

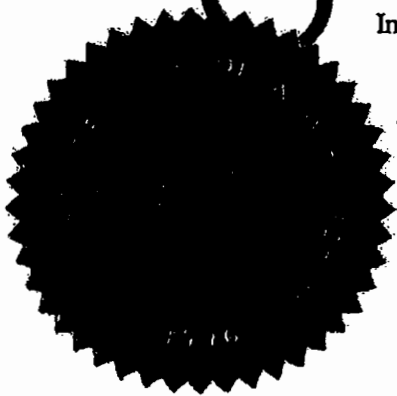
**COPY**

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Date 4/2/11

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 Inter-Fluve, Inc. , a(n) Montana corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2011. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7<sup>th</sup> day of June, A.D. 2011

*William M. Gardner*

William M. Gardner  
Secretary of State





Applied River and Wetland Restoration  
Founded 1983

June 6, 2011

To: Whom it may concern

Re: Corporate Resolution

I, David Reeves, hereby certify that I am the duly elected Secretary/Treasurer of Inter-Fluve, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on December 2001 that Lon Mikkelsen and Greg Koonce; Principals of Inter-Fluve, inc. are authorized to execute contracts and bonds in the name and behalf of Inter-Fluve, Inc. and such execution of any contract or obligation in Inter-Fluve, Inc.'s name on its behalf by such Principals under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed, and remains in full force and effect as of June 6, 2011, and that Lon Mikkelsen and Greg Koonce remain the duly elected Principals of this corporation.

Dated: June 6, 2011

Attest: 

David Reeves

Offices Nationwide  
1020 Wasco Street, Suite 1, Hood River, Oregon 97031  
541.386.9003 www.interfluve.com





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)  
05/06/11

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

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

<b>PRODUCER</b> First West, Inc. PO Box 1800 1905 Stadium Dr Bozeman, MT 59715		406-587-5111 406-587-9162	<b>CONTACT NAME:</b> Meridee Becker <b>PHONE (A/C, No. Ext.):</b> 406-922-6021 <b>FAX (A/C, No.):</b> 406-587-9162 <b>E-MAIL ADDRESS:</b> meridee@fstwest.com <b>PRODUCER CUSTOMER ID #:</b> INFLU-1
<b>INSURED</b> Inter-Fluve, Inc. PO Box 1892 Bozeman, MT 59771-1892		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
		<b>INSURER B:</b> American Economy Ins Co.	19690
		<b>INSURER C:</b> Evanston Insurance Company	35378
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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	INDL NUMR INSR WORD	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CAP5136879	12/31/10	12/31/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO		CAA5136879	12/31/10	12/31/11	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		CAA5136879	12/31/10	12/31/11	
	<input checked="" type="checkbox"/> HIRED AUTOS		CAA5136879	12/31/10	12/31/11	
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CAP5136879	12/31/10	12/31/11	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	DEDUCTIBLE RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	02WC65716840	12/31/10	12/31/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab & Pollution Liab		10CPLC00224	12/14/10	12/14/11	Aggregate 2,000,000 Ded 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 99, Additional Remarks Schedule, if more space is required)  
 Certificate holder is additional insured for General Liability per conditions and limitations of policy form GA472 10-01 available upon request.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Dept of Environmental Services  
 PO 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

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Attachment A: Interview Summary Scoring Tables for Geomorphology-based Restoration Design and Permitting for the Suncook River and Floodplain Project (Page 1 of 2)

Firm	Category	Reviewers and Individual Scores						Totals
		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	
Inter-Fluve Inc.	1) Experience in stream restoration field	15	13	13	12	14	14	81
	2) Geomorphic reach determination	5	5	5	5	5	5	30
	3) Geological factor influence on geomorphology	4	5	5	5	5	5	29
	4) Experience with environmental permitting	4	5	5	5	4	5	28
	5) Experience with bid documents	5	5	5	5	3	5	28
	6) Experience with projects similar in scope	5	4	5	5	5	4	28
	7) Specialized training of project team	15	12	13	13.5	12	14	79.5
	8) Public involvement and communications	18	20	18	20	18	18	112
	9) Geophysical data incorporation	5	5	4	5	5	3	27
	10) Infrastructure risk assessment from headcuts	5	5	4.5	5	4	4	27.5
	11) Design approach for grade controls	12	12	12	13	13	13	76
	12) Scheduling for 2011	2	2	2	1.5	2	2	11.5
							<b>Total Score</b>	<b>557.5</b>

Firm	Interview Question	Reviewers and Individual Scores						Totals
		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	
Vanesse Hangen Brustlin	1) Experience in stream restoration field	12	12	12	10	12	13	74
	2) Geomorphic reach determination	2	5	3	4	4	5	23
	3) Geological factor influence on geomorphology	4	5	4	4	5	5	27
	4) Experience with environmental permitting	5	4	5	5	3	5	27
	5) Experience with bid documents	5	5	4	5	5	5	29
	6) Experience with projects similar in scope	5	4	3	1	1	5	19
	7) Specialized training of project team	15	12	13	13	14	14	81
	8) Public involvement and communications	18	20	18	20	18	19	113
	9) Geophysical data incorporation	5	3	4.5	4	4	3	23.5
	10) Infrastructure risk assessment from headcuts	5	5	4.5	5	4	3	26.5
	11) Design approach for grade controls	11	11	9.5	7	13	11	62.5
	12) Scheduling for 2011	2	2	2	2	2	2	12
							<b>Total Score</b>	<b>517.5</b>

Attachment A: Interview Summary Scoring Tables for Geomorphology-based Restoration Design and Permitting for the Suncook River and Floodplain Project (Page 2 of 2)

**Interview Team Members**

Name	Title	Years of Experience
Phil Trowbridge, P.E.	Water Quality Standards Program Manager, Watershed Management Bureau, NHDES	15
Steve Couture	Rivers Management and Protection Program Coordinator, NHDES	9
Rick Chormann	State Geologist, NHDES Geological Survey	26
Shane Csiki	Fluvial Geomorphologist, NHDES Geological Survey	9
Ridge Mauck, P.E.	Supervisor, Alteration of Terrain Bureau, NHDES	28
Steve Landry	Merrimack Watershed Supervisor, Watershed Assistance Section, NHDES	19

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