



The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

April 14, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with Gomez and Sullivan Engineers, P.C. (Gomez and Sullivan), (VC# 174969) Henniker, NH, in the amount of \$49,958 to conduct an assessment of Target Fish Communities for twenty-five river segments across New Hampshire, effective upon approval by Governor and Council through December 31, 2017. 60% Federal Funds and 40% General Funds.

Funding is available in the following accounts:

	<u>FY 2017</u>
03-44-44-442010-7602-102-50731	\$30,000
Department of Environmental Services, Surface Water Quality PPG, Contracts for Program Services	
03-44-44-442010-1518-102-50731	\$19,958
Department of Environmental Services, Lakes-Rivers Management, Contracts for Program Services	

EXPLANATION

This contract is for consulting services to conduct an assessment of Target Fish Communities (TFC) on twenty-five designated river segments across New Hampshire. TFC assessments are an integral part of determining protected instream flow criteria because they identify the key species that are included in the incremental flow model used to determine protected instream flows. TFC assessments also provide a baseline for long-term monitoring that measures the effectiveness of instream flow management and inform 401 Water Quality Certification assessments and other water quality issues such as temperature impairments. The use of Target Fish Communities was applied and successfully demonstrated during the Instream Flow Pilot Program applied on the Lamprey and Souhegan Designated Rivers completed in 2015. The work to be completed under this contract goes towards meeting RSA 483:9 that requires protected instream flows be established by the commissioner for each designated river or segment.

NHDES selected the firm of Gomez and Sullivan using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I:22 and the State's Request for Proposal (RFP). NHDES published a RFP from firms with experience in evaluating reference river conditions, fish collection and hydrogeomorphologic features related to fish habitat use. The tasks of the TCF assessment project include: 1) delineation of TCF river segments; 2) identification of fish collections from reference rivers; 3) presentation of preliminary results; 4) application of the Bain and Meixler analysis (a statistical approach to defining the target fish community within a specific reach of a river); and 5) a final presentation of the proposed results. NHDES defined the work scope and determined a maximum price of \$50,000 for this contract based on its

evaluation of the cost to complete the contract. NHDES published the price limit as part of the RFP for this project. Defining a price limit in the RFP allowed a selection of the best proposal within the available funding.

Five firms submitted proposals by the deadline. All five proposals were evaluated and ranked by the review team based on the following criteria: a) experience in conducting fish community assessments; b) knowledge of riverine and geomorphic processes; c) knowledge of riverine ecological systems; d) GIS capabilities applicable to project; d) clarity and presentation of proposal; and e) plan for completion of the project. Based on the results of the proposal review, four of the five firms were selected to be interviewed. In addition to proposal ranking criterial, interviews were also ranked based on the firm's ability to demonstrate their ability to; 1) apply a sound rationale for dividing the rivers; 2) determine riverine geomorphological characteristics that affect fish use; 3) the ability of the firm to assess geomorphological conditions of fish collections and consistently and appropriately assign collections to the river segments; and 4) statistically determine the number of fish collections necessary for scientifically-valid values. Based on the combined ranking results, Gomez and Sullivan was selected to complete the project. See Attachment A for the list of firms interviewed, rankings, and review committee participants. After the selection process, NHDES reviewed the separate price proposal submitted by Gomez and Sullivan and verified that their price of \$49,958 for the contract was within the \$50,000 price limit.

Under this contract, Gomez and Sullivan will identify designated rivers reaches for discrete TFC assessment and analyze for geomorphological and other characteristics that will be used to identify the appropriate fish collections on reference-quality, or least-impaired, rivers that are similar in character. Gomez and Sullivan will develop a preliminary report and, coordinating with NHDES; will present findings in a public information meeting. A final report will be provided to NHDES that includes preliminary findings, methodology used to calculate the TFC for each assessment reach, and final study results.

This contract has been approved by the Office of the Attorney General as to form, substance and execution.

We respectfully request your approval.



Clark B. Freise, Assistant Commissioner

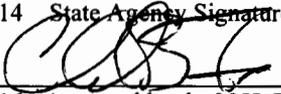
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Gomez and Sullivan Engineers, PC		1.4 Contractor Address P.O. Box 2179 Henniker, NH 03242	
1.5 Contractor Phone Number (603) 428-4960	1.6 Account Number 03-44-44-442010-1518-102 03-44-44-442010-7602-102	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$49,958
1.9 Contracting Officer for State Agency Wayne Ives, Instream Flow Specialist		1.10 State Agency Telephone Number 603-271-3548	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas J. Sullivan, Vice President and Principal	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Norrock</i> On <i>February 23, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal] MELANIE K. RHEAUME			
1.13.2 Name and Title of Notary or Justice of the Peace Notary Public - New Hampshire My Commission Expires June 1, 2021			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory CLARK B. FREISE, ASSISTANT 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) (if applicable) By:  On: <i>4/10/2017</i>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Exhibit A Scope of Services

Gomez and Sullivan Engineers, PC (Gomez and Sullivan) shall perform the following tasks as described in the detailed proposal titled “*Statewide Target Fish Community Assessment Proposal*” submitted by Gomez and Sullivan, dated January 17, 2017.

Project Goal:

To develop Target Fish Community (TFC) models on twenty-five designated rivers across New Hampshire. A TFC model is the proportional abundance of fish species that would be expected to characterize the fish community for a relatively un-impacted river in New Hampshire. The TFC models for each river will be derived from reference quality rivers of similar fluvial character.

Scope of Work:

This TFC project includes: 1) delineation of TFC river segments; 2) identification of fish collections from reference rivers; 3) presentation of preliminary results; 4) application of the Bain and Meixler analysis; and 5) a final presentation of the proposed results.

Gomez and Sullivan will delineate Designated Rivers into reaches for discrete TFC assessment and analyze for geomorphological and other characteristics that will be used to identify the appropriate fish collections on reference-quality, or least-impacted, rivers that are similar in character. Gomez and Sullivan will develop a preliminary report and, coordinating with NHDES, will present findings in a public information meeting.

Gomez and Sullivan will develop TFC models for each of the Designated River delineated segments using the Bain and Meixler (2000) methodology, with proposed modifications described in the proposal, in consultation with NHDES. A final report will be provided to NHDES that includes preliminary findings, methodology used to calculate the TFC for each assessment reach, and final study results. The findings will be presented at a final public meeting.

Project Tasks:

Gomez and Sullivan will perform the following tasks, summarized below, consistent with the proposal and cost estimate provided to NHDES on January 17, 2017.

Task 100: Delineate Designated River Segments. In coordination with NHDES, Gomez and Sullivan will evaluate Designated Rivers for potential delineation into scientifically defensible segments for separate Target Fish Communities. The segments will divide the rivers where fish communities change character and at the minimum number of points that are useful for managing protected instream flows. Prepare written report of the results.

Task 200: Identify Reference River Fish Collection Data, including data gathering and statistical evaluation. Gomez and Sullivan will identify reference-quality fish collections from rivers that match the physical and chemical character of the Designated River segments. Gomez and Sullivan will prepare a written report of the results.

Task 300: Public Information Meeting to present results of the Delineation and Reference River draft reports. At a public information meeting held by NHDES, Gomez and Sullivan will demonstrate the rationale for dividing or not dividing the Designated Rivers. Gomez and Sullivan will also demonstrate the rationale for the selection of each fish collection as a reference collection for the specific Designated River segment. Gomez and Sullivan will demonstrate that the quantity of fish collections for each segment represents a statistically valid quantity.

Task 400: Develop Target Fish Communities for Designated Rivers/Segments. Gomez and Sullivan will develop each river segment’s TFC by using the Bain and Meixler process for each Designated River segment.

Task 500: Report and Final Public Meeting. Gomez and Sullivan will present the proposed TFCs for each river section in a report. Gomez and Sullivan shall prepare for and attend a public information meeting held by NHDES and present the proposed TFCs for each delineated segment and other

findings of their work. Gomez and Sullivan will provide NHDES with a copy of the final results in an electronic report.

Deliverables: Gomez and Sullivan will provide the following deliverables, summarized below, consistent with the proposal provided to NHDES on January 17, 2017.

1. River Delineation Interim Report, submitted at the completion of Task 100.
2. Reference River Draft Report, submitted at the completion of Task 200.
3. Presentation at Public Information Meeting #1
4. Draft Report, Presentation at Public Information Meeting #2, Final Report

Exhibit B
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

No Tasks shall be eligible for payment until after the Task has been completed. All services shall be performed to the satisfaction of NHDES before payment will be made. All payments shall be made upon receipt and approval of stated completed tasks and upon receipt of an associated invoice. Payments shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A. The total reimbursement shall not exceed the contract award of \$49,958. No match is required.

Upon completion and NHDES approval of Task 100	\$ 12,359
Upon completion and NHDES approval of Task 200	\$ 22,440
Upon completion and NHDES approval of Task 300	\$ 2,644
Upon completion and NHDES approval of Task 400	\$ 4,728
Upon completion and NHDES approval of Task 500	<u>\$ 7,787</u>
	\$ 49,958

Exhibit C
Special Provisions

Federal Funds paid under this agreement are from a grant to the State from the Environmental Protection Agency Performance Partnership Grant under CFDA# 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number.

The provisions of this Agreement are hereby modified as follows:

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor, relative to payment for services, other than the contract price.

7. PERSONNEL.

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

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

14. INSURANCE

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

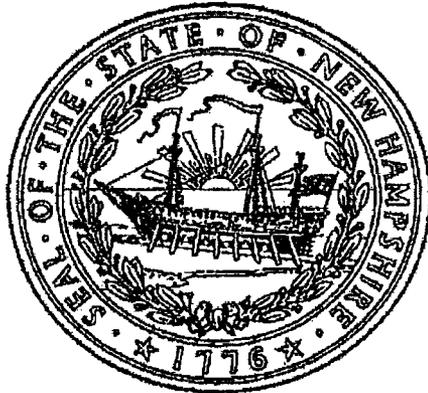
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 220344



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of February A.D. 2017.

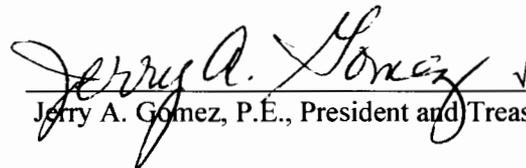
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

IN WITNESS WHEREOF, I have hereunto set my hand as the President and Treasurer of Gomez and Sullivan Engineers, D.P.C. this 23rd day of February, 2017.


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

STATE OF New York

County of Oneida

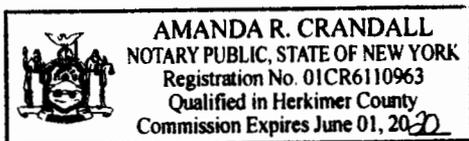
On this the 23rd day of February, 2017, before me
Amanda R. Crandall [Justice of the Peace/Notary Public] the undersigned officer,
personally appeared Jerry A. Gomez who acknowledged himself to be the President and
Treasurer of Gomez and Sullivan Engineers, D.P.C., being authorized so to do, executed the foregoing
instrument for the purpose therein contained.

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


Notary Public

Commission Expiration Date:

Seal





GOMEZ-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2017

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

NHDES-2

New Hampshire Department of Environmental Services
29 Hazen Drive
P. O. Box 95
Concord, NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Mullard

**Attachment A
Statewide Target Fish Community Proposal Rankings**

Rankings after Interviews* for Firms Submitting Qualifications and Proposals

	Reviewer 1 Rank	Reviewer 2 Rank	Reviewer 3 Rank	Reviewer 4 Rank	Reviewer 5 Rank	Reviewer 6 Rank	Weighted Ranking
Gomez and Sullivan	3	1	1	2	1	2	10
Rushing River	2	4	3	1	2	1	13
Kleinschmidt	1	2	1	3	3	3	13
Normandeau	4	3	4	4	3	4	22

*Tetra Tech was dropped from further evaluation after ranking lowest in the proposal review process and was not interviewed.

Review Team Members

Name	Title	Agency
Andrew Chapman	Biomonitoring Program Coordinator	NHDES Watershed Management Bureau
Ted Diers	Administrator	NHDES Watershed Management Bureau
Wayne Ives	Instream Flow Specialist	NHDES Watershed Management Bureau
John Magee	Fish Habitat Biologist	NH Fish & Game
David Neils	Limnology Center Director	NHDES Watershed Management Bureau
Tracie Sales	Rivers & Lakes Programs Manager	NHDES Watershed Management Bureau