

AR 45



# New Hampshire Fish and Game Department

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SEP 22 2016 E-mail: info@wildlife.nh.gov

Glenn Normandeau  
Executive Director

August 29, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

1. Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a Memorandum of Agreement (MOA) with the NH Department of Transportation (NHDOT) and the United States Department of Transportation Federal Highway Administration (FHWA), in the amount of \$53,103, for the purpose of permitting, construction and installation of a seasonal dock at NHFG's existing boat access ramp to Lake Umbagog in Cambridge, NH through the Eastern Federal Land Access Program (EFLAP) administered by the FHWA. The authorization to proceed under this MOA will be effective from the date of Governor and Council approval through September 30, 2018.
2. Authorize the New Hampshire Fish and Game Department to enter into a Memorandum of Understanding (MOU) with the NH Department of Transportation relative to the administration of grant funds received by NH Department of Transportation from the Federal Highway Administration through the Eastern Federal Land Access Program for the purpose of permitting, construction and installation of a seasonal dock at NHFG's existing boat access ramp to Lake Umbagog in Cambridge, NH. The authorization to proceed under this MOU will be effective from the date of Governor and Council approval through September 30, 2018.

### Explanation

The NHFG has received requests from constituents to add a dock to its existing boat access ramp at Lake Umbagog. Grant funds are available from the FHWA to obtain the environmental permits, design a seasonal dock, construct the dock and install it at the ramp. The EFLAP grant requires that the grant funds and project deliverables be administered and reviewed through the NHDOT. The NHFG will incur project costs for which it will receive reimbursement periodically from NHDOT through interagency payment requests. NHFG will supervise the environmental permit application process through its Engineering Services for the Statewide Public Access Program contract. NHFG will construct the dock and install the structure at the ramp.

Approval of the MOU between NHFG and NHDOT and the MOA among NHFG, NHDOT and FHWA will enable the Departments to collaborate to enhance public access to Lake Umbagog and the Lake Umbagog National Wildlife Refuge.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into, by and between, the NEW HAMPSHIRE FISH AND GAME DEPARTMENT, herein referred to as NHF&G, and the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, henceforth referred to as NHDOT, for the purpose of administering and distributing grant funds from the Federal Highway Administration's Eastern Federal Land Access Program to design, permit and construct a seasonal dock at NHF&G's existing public boat access facility (BAF) on Lake Umbagog in Cambridge, New Hampshire.

WHEREAS, there is a desire by NHF&G to enhance public access opportunities to Lake Umbagog,

WHEREAS, NHDOT has administrative jurisdiction over grant funds from the Federal Highway Administration's Eastern Federal Land Access Program; and,

WHEREAS, NHF&G is statutorily charged to operate, manage, maintain, refurbish and improve existing State-owned boat access facilities, pursuant to RSA 233-A; and,

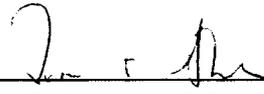
WHEREAS, NHDOT is willing to cooperate with the NHF&G in developing public water access to Lake Umbagog at this location.

NOW, THEREFORE, the parties hereto agree as follows:

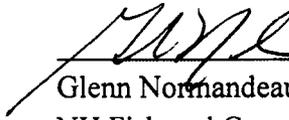
1. The parties agree to work cooperatively in creating the opportunity to apply and expend Eastern Federal Land Access Program grant funds to design, permit and construct a courtesy dock to enhance a safe, functional, attractive and user friendly boat launch access facility to Lake Umbagog in Cambridge, New Hampshire, under the following stipulations:
  - a. NHDOT will assume all administrative duties with the Federal Highway Administration to disburse Eastern Federal Land Access Program grant funds to NHF&G.
  - b. NHF&G will invoice NHDOT on a monthly basis, for work completed. NHDOT will distribute funds from the grant promptly to NHF&G.
  - c. Subject to the continuing availability of funding, NHF&G agrees to design, permit, construct and deploy a new seasonal dock structure at its existing BAF located on Route 26 at the southerly end of Lake Umbagog, ensuring that NHDOT bears no future financial responsibility for any of the facility beyond the initial costs to administer the grant.
  - d. Snow removal will not be required by NHDOT, and will not be provided by NHF&G.
  - e. Subject to the conditions of the FEDERAL LANDS ACCESS PROGRAM PROJECT MEMORANDUM OF AGREEMENT between the Federal Highway Administration Eastern Federal Lands Highway Division, NHDOT and NHF&G that controls the grant funds for this effort, either party (NHDOT or NHF&G) may terminate this MOU at any time, for any reason, by giving the other party 45 days written notice.

- f. This MOU makes up the entire understanding between the parties. Neither party may further modify or amend the terms of this MOU except by mutual written agreement signed by both parties.
- g. This MOU does not create any third party beneficiary rights in any individual or entity that is not a party to this MOU.

2/10/16  
Date

  
Victoria F. Sheehan, P.E.  
Commissioner  
NH Department of Transportation

2/18/16  
Date

  
Glenn Normandeau, Executive Director  
NH Fish and Game Department

Approved as to Form, Substance and Execution:

2/22/16  
Date

  
Christopher G. Aslin, Assistant Attorney General  
NH Department of Justice

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** NH FLAP STFG DOCK(1)

**Project Route:** Umbagog Lake

**State:** New Hampshire

**County(ies):** Coos County

**Owner of Federal Lands to which the Project Provides Access:** Umbagog National Wildlife Refuge

**Entity with Title or Maintenance Responsibility for Facility:** New Hampshire Fish and Game Department

**Type of Work:**

- Preliminary Engineering: Prepare final design of the floating dock, prepare NEPA document, and acquire necessary permits.
- Construction: Construction of a wooden floating dock at the Umbagog Lake Boat Access in Cambridge, NH.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Eastern Federal Lands Highway Division (EFLHD), New Hampshire Department of Transportation (NHDOT), and the New Hampshire Fish and Game Department.

The Program Decision Committee approved this project on 9/19/2014.

**AGREED:**

  
\_\_\_\_\_  
Project Manager, NHDOT 6/18/2015  
Date

  
\_\_\_\_\_  
Facility Owner, New Hampshire Fish and Game Department 6/23/15  
Date

  
\_\_\_\_\_  
Director, Program Administration, EFLHD 7 JULY 2015  
Date

#### **A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition, operation, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design, operations, or construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, the State of New Hampshire agrees to provide a matching share equal to 17.55% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$50,452.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

#### **B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and Sections 235:4, 206-23 and 206-39 of the State of New Hampshire Revised Statutes.

#### **C. JURISDICTION AND MAINTENANCE COMMITMENT**

The New Hampshire Fish and Game Department has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

#### **D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The New Hampshire Department of Transportation and the New Hampshire Fish and Game Department have coordinated project development with the Umbagog National Wildlife Refuge. The Umbagog National Wildlife Refuge support of the project is documented per the signed project application received on 6/23/2014. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the Umbagog National Wildlife Refuge.

#### **E. PROJECT BACKGROUND/SCOPE**

This project consists of the design and construction of a wooden floating dock to facilitate launching, loading, and unloading boats at the Umbagog Lake Boat Access in

Cambridge, NH. The project work includes building a wooden gangway, wooden floating docks, a dock float slope limiter, precast concrete landings, an ADA compliant gravel path, a precast concrete float anchor with chains, a floating marker, and other miscellaneous items. The dock will be 6-foot wide and approximately 100 feet long.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimate (\$)</b>	<b>Comments</b>
PRELIMINARY ENGINEERING	\$ 16,151.00	
CONSTRUCTION ENGINEERING	\$ 6,000.00	
CONSTRUCTION COSTS	\$ 43,565.00	
<b>TOTAL PROJECT COST</b>	<b>\$ 65,716.00</b>	

Project cost based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, the New Hampshire Fish and Game Department will provide additional state funding to address any funding shortfall.

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
EFLHD	<ul style="list-style-type: none"> <li>• Review documentation showing the project is on an approved program of projects and a TIP or STIP</li> <li>• Approve identified design standards/geometrics and the project scope, schedule, and budget</li> <li>• If applicable, review and/or concur with identified lead federal agency and draft environmental documents</li> <li>• Review and adopt NEPA document</li> <li>• Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements</li> <li>• Review and approve 95% PS&amp;E package</li> <li>• Review and/or approve contract package, award package, and all contract modifications</li> <li>• Attend final project inspection. Can be done electronically with photos</li> <li>• Provide assistance in contract disputes and claims if requested by the partner</li> </ul>	

Responsible Party	Product/Service/Role	Comments
NHDOT	<ul style="list-style-type: none"> <li>• Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>• Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>• Submit quarterly reimbursement requests to FHWA for expenses incurred in order to maintain financial activity.</li> <li>• Provide quarterly progress and financial reports to EFLHD</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Provide stewardship and oversight of the following documents and information:               <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	

Responsible Party	Product/Service/Role	Comments
New Hampshire Fish and Game Department (NHFG)	<ul style="list-style-type: none"> <li>• Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>• Provide construction administration including stewardship and oversight for federal funded projects</li> <li>• Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity.</li> <li>• Provide quarterly progress and financial reports</li> <li>• Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Provide data on traffic, accidents, material sources, etc</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Final acceptance of project and project closeout</li> <li>• Assume responsibility of the NPDES permit after project completion</li> <li>• Provide long term maintenance and operation of the facility</li> <li>• Provide the following documents and information: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	

**H. ROLES AND RESPONSIBILITIES – SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Start-Finish</b>
Garret Graaskamp, NHFG	NEPA Document	July 2015 – Nov 2015
Garret Graaskamp, NHFG	Final Design	Nov 2015 – Jan 2016
Garret Graaskamp, NHFG	Construction Engineering	Jan 2016 – Mar 2016
Garret Graaskamp, NHFG	Construction	Jan 2016 – Aug 2016
Garret Graaskamp, NHFG	Contract Closeout	Aug 2016 – Dec 2016

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

<b>Criteria</b>		<b>Comments</b>
Standard	States Organization for Boating Access Guidelines	
Functional Classification	NA	
Surface Type	NA	
Design Volume	NA	

**J. FUNDING**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
Federal Lands Access Program Funding	\$ 53,103.00	
New Hampshire Fish and Game Department, Cash Match	\$ 12,613.00	
<b>TOTAL</b>	<b>\$ 65,716.00</b>	

The matching fund share will be documented with a PR-2 to be submitted by the NHDOT following submittal of required stewardship documents.

**K. MATCHING SHARE REQUIREMENTS**

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching

share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

**L. PROJECT TEAM MEMBERS - POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

<b>Name</b>	<b>Title</b>	<b>Agency</b>	<b>Element</b>	<b>Phone &amp; Email</b>
Raju Mooney	EFLHD Acting Access Program Manager	EFL	Project Management	703-404-6290 <a href="mailto:Rajashree.Mooney@dot.gov">Rajashree.Mooney@dot.gov</a>
Andrea Van Den Berg	Program Planning Specialist	EFL	Coordination	571-434-1558 <a href="mailto:Andrea.VanDenBerg@dot.gov">Andrea.VanDenBerg@dot.gov</a>
Ronald Grandmaison	Project Manager	NHDOT	Oversight / Coordination	603-271-6198 <a href="mailto:rgrandmaison@dot.state.nh.us">rgrandmaison@dot.state.nh.us</a>
Garret Graaskamp	NH SPBAP Coordinator	NHFG	Project Coordination	603-271-1748 <a href="mailto:Garret.Graaskamp@wildlife.nh.gov">Garret.Graaskamp@wildlife.nh.gov</a>
Richard Fink	Chief, Facilities & Lands Division	NHFG	Engineering Review	603-271-1134 <a href="mailto:Richard.Fink@wildlife.nh.gov">Richard.Fink@wildlife.nh.gov</a>
Alan Moody	Engineering Technician IV	NHFG	Construction	603-271-1747 <a href="mailto:Alan.Moody@wildlife.nh.gov">Alan.Moody@wildlife.nh.gov</a>
Randy Curtis	Federal Aid Administrator	NHFG	Grant Administration	603-271-3511 <a href="mailto:Randy.Curtis@wildlife.nh.gov">Randy.Curtis@wildlife.nh.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes in ferry ownership, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b>NHDOT</b>	<b>New Hampshire Fish and Game Department</b>	<b>Time</b>
Project Manager (Raju Mooney)	Ronald Grandmaison	Garret Graaskamp	5 Working Days
Planning and Programs Manager	Jim Marshall	Garret Graaskamp	5 Working Days
Director, Program Administration	William Oldenburg	Randy Curtis	5 Working Days
Division Director	Phil Beaulieu	Richard Fink	5 Working Days

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES**

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
<b>Planning &amp; Programming</b>			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already

<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
<b>Environment</b>			
Lead Federal agency identified	Provide	concur	FHWA must be a co- lead agency on an EIS
Copy of/review of Draft documents	Provide	Review, concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
<b>Design</b>			
Review 95% PS&E	Provide	Review/ Approve	Are required contract provisions included – Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/ Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/ Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/ Approve	EFLHD needs certification
<b>Acquisitions</b>			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/ American, etc.)	Provide	Review/ Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
Concur in award of contract	Provide	Review/ Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review, concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
<b>Construction</b>			

<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above \$500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed