



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

Robert R. Scott, Commissioner



February 7, 2018

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to amend an agreement (PO# 1059254) with Trout Unlimited, Arlington, VA, (VC #169073), to complete the conductance of stream crossing assessments in New Hampshire by extending the completion date to September 30, 2018 from March 31, 2018, effective upon Governor and Council approval. This is a no cost time extension. The original agreement was approved by G & C on November 8, 2017, Item #62. 100% Federal funds.

**EXPLANATION**

This amendment is to allow Trout Unlimited additional time to complete the stream crossing assessments within the scope of services of this agreement. Trout Unlimited began the performance of stream crossing assessments in November and December 2017. Trout Unlimited successfully collected data for 91 of the agreement requirement of 256 stream crossings (35%). However, assessments became technically and logistically infeasible to continue because of cold weather that created ice, and then snow, cover on streams, preventing identification of key field indicators required for successful completion of these assessments. NHDES is requesting this amendment to provide Trout Unlimited sufficient time, and in more conducive field conditions necessary, for data collection. Field assessors with Trout Unlimited will likely not be able to resume assessments until April or May 2018. To date, \$7,360 of the original agreement amount of \$26,945 has been spent.

NHDES has been working in partnership with the Department of Transportation (NHDOT) to allow NHDOT to replace aging and improperly sized stream crossings as mitigation of the environmental impacts caused by transportation projects, a process that requires stream crossing assessment data to support. This extension will ensure that additional stream crossing data supports not only NHDOT, but local regional planning commissions and towns as a means to identify the most at-risk stream crossings, and the Division of Homeland Security and Emergency Management in support of their functions. Required field indicators will be visible and measurable beginning in the spring, which will allow data collection to be completed. Given issues surrounding flood-induced culvert failures in 2017 and early 2018, this data is important as multiple state agencies work together to reduce flood risk and address aging infrastructure.

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

We respectfully request your approval.

Robert R. Scott  
Commissioner

**Agreement for Services with Trout Unlimited, Inc.**  
Amendment No. 1

This Agreement (hereinafter called "Amendment No. 1") dated this 17<sup>th</sup> day of January, 2018, 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 Trout Unlimited, Inc., acting by and through its Chief Financial Officer, Matt Renaud (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on November 8, 2017, 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:

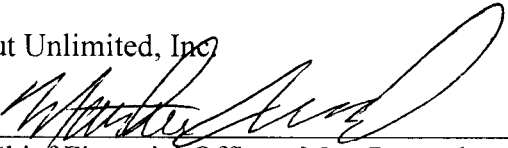
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from March 31, 2018 to September 30, 2018.
2. Effective Date of Amendment: The Amendment shall take effect upon the date 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 MR

Date 1/25/18

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

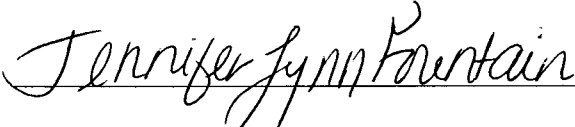
Trout Unlimited, Inc

By   
Chief Financial Officer, Matt Renaud

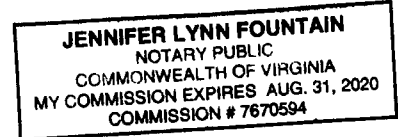
STATE OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 25<sup>th</sup> day of January, 2018, before the undersigned officer, personally appeared Matt Renaud, Chief Financial Officer who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

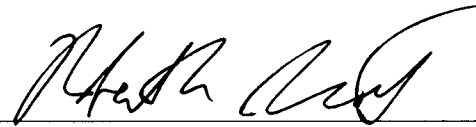
IN WITNESS THEREOF, I hereunto set my hand and official seal.



My Commission Expires:

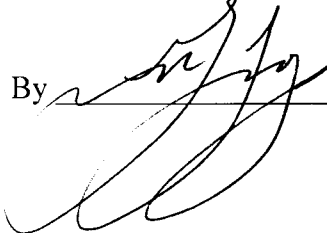



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Robert R. Scott, Commissioner

Approved by Attorney General this 13<sup>th</sup> day of February, 2018

OFFICE OF ATTORNEY GENERAL

By 

Contractor Initials   
Date 1/25/18

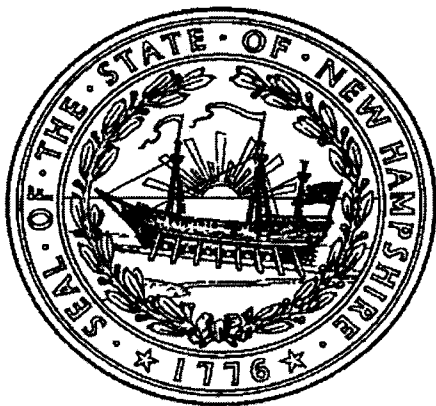
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TROUT, UNLIMITED is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on June 30, 2003. 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: 437921



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of January A.D. 2018.

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

William M. Gardner  
Secretary of State

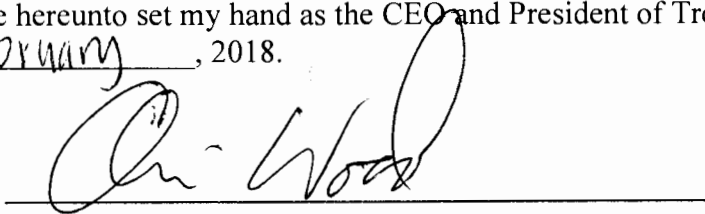
# CERTIFICATE OF AUTHORITY

I, Chris Wood, Chief Executive Officer and President of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer (CEO) and President;
2. Trout Unlimited wishes to accept New Hampshire Department of Environmental Services (NHDES) funds and to enter into a contract with the NHDES;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the CEO and President, or if he or she shall so designate, the Chief Financial Officer (CFO), to sign and execute in the name of the Corporation all contracts, agreements, or other written instruments that are required to accept grants and/or donations to the Corporation or to authorize expenditures pursuant to donor and/or grant agreements with any government agency, commission, or entity;
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; and
5. The following person has been appointed to and now occupies the office of CFO indicated in (3) above:

Matt Renaud, CFO of Trout Unlimited

IN WITNESS WHEREOF, I have hereunto set my hand as the CEO and President of Trout Unlimited, this 2nd day of February, 2018.



Chris Wood, CEO and President

COMMONWEALTH OF VIRGINIA  
County of Arlington

On this the 2nd day of February, 2018, before me Jennifer Lynn Fountain  
(Notary Public)

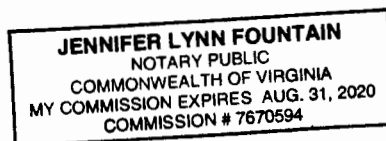
the undersigned officer, personally appeared Chris Wood who acknowledged himself to be the Chief Executive Officer of Trout Unlimited being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Name of Notary Public (signature above)

Commission Expiration Date: 8/31/20  
(Seal)





**Attachment A: Original Contract Agreement**



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

*Shane C. Cook*

**Robert R. Scott, Commissioner**

September 27, 2017

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

**APPROVED G & C**  
DATE 11/8/17  
ITEM # 62

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into an agreement with Trout, Unlimited, Arlington, VA, (VC #169073), to conduct stream crossing assessments in New Hampshire for a not to exceed contract value of \$26,945 effective upon Governor and Council approval through March 31, 2018. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-1882-102-500731 FY 2018  
\$26,945  
Dept of Environmental Services, Wetland Restoration/Protection, Contracts for Program Services

**EXPLANATION**

The purpose of this agreement is the performance of stream crossing, or culvert, assessments to identify those road crossings of rivers and streams that are at the greatest risk for failure during flood events, and that are impediments to aquatic organism passage within stream networks. The stream crossing locations identified for assessment in this contract are situated in populated areas of the state where public safety and aquatic organism passage concerns are greatest. Additionally, this is an area where there are several large transportation projects underway, such as the Interstate 93 widening from Salem to Manchester. NHDES has been working in partnership with the Department of Transportation to allow NHDOT to replace aging and improperly sized stream crossings as mitigation of the environmental impacts caused by transportation projects. These stream crossing assessments will provide data to not only NHDOT, but to local regional planning commissions and towns as a tool to identify the most at-risk stream crossings, and to the Division of Homeland Security and Emergency Management for use in the state Emergency Operations Center during flood events, and in hazard mitigation activities.

The primary purpose of these field-based assessments, at each stream crossing, is to identify stream channel condition directly upstream and downstream of a crossing and structural condition of each culvert itself. Collected data allows the potential to increase local damage to adjacent infrastructure and private property during floods to be evaluated. This information is particularly important, given that culvert washouts often occur during floods throughout the state, as most recently evidenced in July 2017 in Grafton County.

The selection of Trout Unlimited was conducted through a prequalification to bid process posted on the DES website and in the Union Leader newspaper. The submission of invitations to bid on this project resulted in organizations that were deemed by a panel of reviewers to satisfy the specified prequalification criteria. Organizations were prequalified for this bid based on qualifications in the understanding of river processes, experience conducting river geomorphology condition assessments elsewhere, and with knowledge of wetlands science. This process is summarized in Attachment A. Invitations to bid were issued by the Department to four pre-



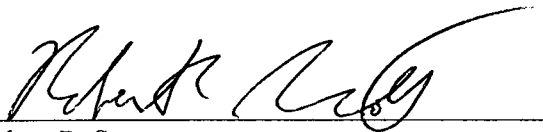
qualified organizations, and three of the four organizations submitted bids. These organizations, and the bid proposal amounts are as follows:

<b>Firm Name</b>	<b>Bid Proposal Amount</b>
Bear Creek Environmental	No bid submitted
Fitzgerald Environmental Associates	\$23,760.28
Inter-Fluve	\$26,912.00
Trout Unlimited	\$18,865.00

The bid schedule specified rates per item on a form that was supplied by the Department that provided sample project amounts. This ensured that all organizations were bidding on the same sample project, thus maximizing consistency. Each submitted bid schedule was evaluated by tallying the bid schedule. Trout Unlimited with the lowest tally, was selected. Final project costs will differ from the sample project based upon the actual quantities of equipment and materials used. However, the amount paid per item will be based upon the rates provided by the organization on the bid schedule.

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

We respectfully request your approval.



Robert R. Scott  
Commissioner

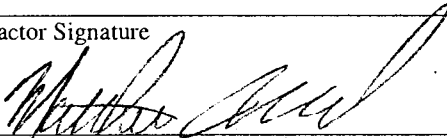
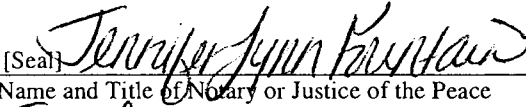

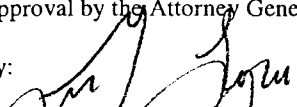
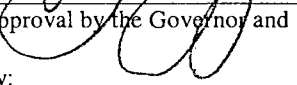
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Trout Unlimited		1.4 Contractor Address 1777 North Kent Street, Suite 100, Arlington, VA 22209	
1.5 Contractor Phone Number (603) 228-2200	1.6 Account Number 03-44-44-442010-1882-102-500731	1.7 Completion Date March 31, 2018	1.8 Price Limitation \$26,945.00
1.9 Contracting Officer for State Agency Shane Csiki, Ph.D, CFM		1.10 State Agency Telephone Number (603) 271-2876	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Matt Renaud, <del>CEO and President</del> , Trout Unlimited CFO	
1.13 Acknowledgement: State of <u>VA</u> , County of <u>Arlington</u> On <u>Sept 25, 17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p><b>JENNIFER LYNN FOUNTAIN</b>                      NOTARY PUBLIC                      COMMONWEALTH OF VIRGINIA                      MY COMMISSION EXPIRES AUG. 31, 2020                      COMMISSION # 7670594</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jennifer Lynn Fountain</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Robert R. Scott, Commissioner</u>	
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: <u>10/17/17</u>			
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

### SERVICE AGREEMENT FOR STREAM CROSSING ASSESSMENTS FOR NEW HAMPSHIRE

#### EXHIBIT A: TECHNICAL SERVICES TO BE PROVIDED

##### 1. LOCATION AND DESCRIPTION OF PROJECT

The types of services required under this AGREEMENT shall be STREAM CROSSING ASSESSMENTS, as defined herein, which the DEPARTMENT may require until the completion date of this AGREEMENT.

##### 2. SUPPLEMENTARY DEFINITIONS

In addition to terms defined elsewhere in this AGREEMENT, the following definition shall be applicable:

###### 2.1 ENVIRONMENTALIST

An employee or designated representative of the DEPARTMENT, responsible for observation of work performed by the CONTRACTOR and for communication with CONTRACTOR concerning the DEPARTMENT's project objectives and requirements. The term ENVIRONMENTALIST includes without limitation geologists, hydrogeologists, geomorphologists, aquatic ecologists, fisheries biologists, engineers, and other Earth and wetlands scientists.

###### 2.2 STREAM CROSSING ASSESSMENTS

The term STREAM CROSSING ASSESSMENTS shall refer to surveys of stream crossings of the state, located at the intersection of the road network with waterbodies, that incorporate assessment of the stream crossing structure and condition of the stream or waterbody adjacent to the stream crossing which the waterbody passes through to identify crossings at risk for future public safety flood-related hazards, that are impediments for aquatic organism passage, and hydraulic capacity, to identify stream crossings not functioning to their maximum potential as identified through such investigations. For the purposes of this AGREEMENT, these assessments shall be conducted using the New Hampshire Stream Crossing Assessment Protocol as the basis for the types of data to be collected, unless otherwise indicated.

###### 2.3 DEPARTMENT

The term DEPARTMENT shall refer to the New Hampshire Geological Survey, a unit within the Office of the Commissioner, within the New Hampshire Department of Environmental Services. The DEPARTMENT is the primary entity responsible for the management of this AGREEMENT.

###### 2.4 WETLAND

For the purposes of this AGREEMENT, a WETLAND shall be defined as a waterbody, upstream or downstream of a road crossing that does not have defined channel banks and is in an area where the water table is at or above the land surface throughout the year,

where the soil is saturated with water and there is frequent standing or flowing water present. Additionally, the term WETLAND shall also apply where flowing water is moving downstream through a road crossing, though the crossing is adjoined by standing or ponded water upstream, downstream, or in both positions, such that a defined stream channel does not exist.

### 3. SCOPE OF WORK

#### 3.1 STREAM CROSSING ASSESSMENTS To Be Provided

The work to be performed under the terms of this AGREEMENT shall be STREAM CROSSING ASSESSMENTS, as defined under Paragraph 2.2 of this AGREEMENT, to be conducted at the locations identified herein (Figures 1 and 2). These areas were selected because it has been identified as a priority area for completion of stream crossing assessments by the state agencies involved in this effort. Work will be required in both rivers and streams and on the banks directly adjacent to these rivers and streams at identified stream crossings. The CONTRACTOR shall be prepared to provide and use equipment necessary for individuals working under the contract for the CONTRACTOR to safely wade in rivers and streams, and have appropriate visible safety equipment for operating on the roadways atop the stream crossings. The CONTRACTOR shall be prepared to provide all equipment necessary for the conductance of stream crossing assessments, including an electronic field book that is capable of supporting an ArcGIS collector application designed for stream crossing data collection in New Hampshire, digital camera, measuring rods, measuring tapes, hand sight levels, Global Positioning System units, and handheld laser rangefinders, unless a decision is made otherwise by the DEPARTMENT in consultation with the CONTRACTOR. Equipment and materials are defined in Paragraph 3.3 of this AGREEMENT. The project covered under this AGREEMENT will require completion of stream crossing assessments within the State of New Hampshire.

#### 3.2 Purpose and Cooperation

The purpose of these STREAM CROSSING ASSESSMENTS is to obtain reliable data regarding the present state of stream crossings and adjacent waterbodies so that identification of their compatibility with fluvial geomorphology, aquatic organism passage and hydraulic capacity can be determined. STREAM CROSSING ASSESSMENTS have the goal of targeting resources to replace or rehabilitate such incompatible crossings. The CONTRACTOR shall provide the DEPARTMENT every opportunity to obtain all records related to these STREAM CROSSING ASSESSMENTS, including the reserved right of periodic accompaniment of the CONTRACTOR in the performance of field data collection, by and at the discretion of the ENVIRONMENTALIST, as the work progresses.

#### 3.3. Equipment and materials to be furnished by the CONTRACTOR

This AGREEMENT requires STREAM CROSSING ASSESSMENTS to be made utilizing specific materials, equipment, and preparatory products. Definitions of the categories of equipment and preparatory products that are required to be provided by the CONTRACTOR are provided in subparagraphs 3.3.1 through 3.3.7 of this

AGREEMENT. The STREAM CROSSING ASSESSMENTS shall be conducted in New Hampshire for a project total number of 256 stream crossings. The performance of STREAM CROSSING ASSESSMENTS for the project covered under this AGREEMENT that exceed a project total number of 256 stream crossings shall not be performed by the CONTRACTOR without prior approval of the DEPARTMENT. STREAM CROSSING ASSESSMENTS will be performed in locations and quantities as specified by the DEPARTMENT, with mapped specific locations of crossings provided in Figures 1 and 2. The use of any additional equipment categories, beyond those specified, will be decided by the DEPARTMENT in consultation with the CONTRACTOR.

### **3.3.1 Electronic field book**

Electronic field book means a portable computer comprising a touchscreen for input of data that is designed to be used as a computer in the field for the display and storage of collected data. Such Tablet PC shall be capable of interfacing with a Global Positioning System receiver unit for real-time display and storage of field information, or incorporate a built-in Global Positioning System receiver. The electronic field book shall be capable of cellular telephone connectivity, and the CONTRACTOR shall be equipped with a cellular service provider capable of supporting use of the electronic field book with such connectivity. The electronic field book shall be capable of supporting an ArcGIS collector application designed for stream crossing data collection in New Hampshire. Attendant to the electronic field book, the CONTRACTOR shall provide the ability to access ArcGIS Online through use of an existing ArcGIS license by the CONTRACTOR.

### **3.3.2 Digital camera**

Digital camera means a camera that photographs pictures and stores them on a data card for later download to other electronic mediums, and that is capable of zooming into features of interest. The digital camera shall also be GPS-enabled and capable of collecting and storing the latitude/longitude point at which a photograph is collected, and for download of such points to an electronic medium. The CONTRACTOR shall collect photographs during STREAM CROSSING ASSESSMENTS utilizing the inherent functionality of the electronic field book as the primary means of photograph data collection. The CONTRACTOR shall maintain a digital camera as a secondary means of data collection in the event that the electronic field book, which serves as the primary means of collection, either becomes unavailable or fails.

### **3.3.3 Measuring rod**

Measuring rod means a survey grade leveling rod that contains a measuring ruler scale that is capable of extending up to 18 feet in height, with scale increments in tenths of feet, **not** inches.

### **3.3.4 Measuring tape**



Measuring tape means a flexible form of ruler that is made of a ribbon of cloth, plastic, fiberglass, or metal strip with linear measurement capability of no less than 100 feet, incremented in tenths of feet, **not** inches.

### **3.3.5 Hand sight level**

Hand sight level means a device that contains a spirit level inside of a handheld telescope that enables multiple points to be compared against a reference point to obtain approximations of level or distance.

### **3.3.6 Global Positioning System unit**

Global Positioning System unit means a device capable of collecting accurate latitude/longitude information to a horizontal and vertical accuracy of less than 1.5 meter, and that is capable of real-time interface to, or incorporation in, an electronic field book, as defined in subparagraph 3.3.2, or digital camera, as defined in subparagraph 3.3.3.

### **3.3.7 Rangefinder**

Rangefinder means a device that allows the user to measure the distance to an object of interest using a laser beam with the measurement reported on an electronic readout display, that is capable of measuring accurate distances up to 165 feet away.

## **3.4 Equipment and materials condition**

All equipment and materials required to be provided by the CONTRACTOR shall be properly maintained and in sound condition that is suitable for STREAM CROSSING ASSESSMENT. The ENVIRONMENTALIST may reject any equipment that does not, in their judgment, meet these conditions, and the CONTRACTOR will replace the rejected equipment without additional compensation.

## **3.5 Personnel**

The CONTRACTOR shall furnish only qualified personnel for all phases of the project covered by this AGREEMENT. The CONTRACTOR shall provide a total of four (4) personnel to conduct STREAM CROSSING ASSESSMENTS, who shall be divided into two (2) teams of two (2) individuals. The personnel provided by the CONTRACTOR shall, prior to conductance of STREAM CROSSING ASSESSMENTS under this AGREEMENT, be properly trained on the New Hampshire stream crossing assessment protocol, as stipulated in Paragraph 3.6 of this AGREEMENT. The CONTRACTOR shall only utilize personnel trained, as stipulated in Paragraph 3.6 of this AGREEMENT, and at no time may substitute personnel not trained as stipulated in Paragraph 3.6 of this AGREEMENT. The CONTRACTOR may not substitute volunteers for trained personnel at any time for the purpose of conducting STREAM CROSSING ASSESSMENTS under this AGREEMENT. For each of the two (2) field teams, the CONTRACTOR shall designate one personnel member to be the field crew leader. The field crew leader shall represent the CONTRACTOR, and all directions given by the ENVIRONMENTALIST to the field crew leader shall be binding as if given to the CONTRACTOR directly.

### **3.6 Personnel training prior to, and for, conductance of STREAM CROSSING ASSESSMENTS**

Upon issuance of a Notice to Proceed by the DEPARTMENT to the CONTRACTOR under Paragraphs 4.1 and 4.2, and prior to the initiation of STREAM CROSSING ASSESSMENTS by the CONTRACTOR, the CONTRACTOR shall provide no more than five (5) representatives to meet one or more ENVIRONMENTALISTS from the DEPARTMENT, for the purpose of receiving proper training on STREAM CROSSING ASSESSMENTS, using the New Hampshire stream crossing assessment protocol. This training, to be four (4) hours in length, will be conducted by an ENVIRONMENTALIST, and held at a training site maintained by the DEPARTMENT for this purpose in Franklin, New Hampshire, or at an alternative site designated by the DEPARTMENT if the Franklin site was to become unavailable. The purpose of the training will be for the DEPARTMENT, through its ENVIRONMENTALIST, to provide the CONTRACTOR with field-based explanation and discussion regarding the parameters to be collected in the STREAM CROSSING ASSESSMENTS covered under this AGREEMENT. Discussion regarding the proposed scope of work, the process for quality control review of collected data, and all other issues relating to the performance of the STREAM CROSSING ASSESSMENTS will be conducted during the training.

### **3.7 Assessment of road crossings at wetlands**

The CONTRACTOR shall, upon arrival at a stream crossing where a wetland is present, either upstream, downstream, or both, relative to the stream crossing, as defined in Paragraph 2.4 of this exhibit, collect additional parameters specific to STREAM CROSSING ASSESSMENTS that specifically pertain to stream crossings at wetlands. These parameters will include landscape position, landform, water flow path, and waterbody type using the existing dichotomous key for hydrogeomorphic coding developed by the United States Fish and Wildlife Service. The reference for the specific key for the parameters is provided in Section A of this exhibit. Additionally, the CONTRACTOR shall identify a minimum of three (3), but not to exceed five (5), parameters that pertain to wetlands that, in the professional opinion of the CONTRACTOR, will be beneficial in understanding the impacts a road crossing has on wetland functions including, but not limited to, water detention, stream flow maintenance, storm flow protection, and wildlife habitat. Prior to initiating assessments of road crossings at wetlands, the CONTRACTOR will provide proposed additional parameters to assess to the DEPARTMENT for concurrence. Upon concurrence between the CONTRACTOR and the DEPARTMENT regarding the specific parameters to assess at road crossings at wetlands, the CONTRACTOR shall develop a spreadsheet that will contain the data for each road crossing assessed under this paragraph, including spatial identification, using either a latitude/longitude point, or reference to the point for the location recorded using the ArcGIS Collector application. The spreadsheet, developed by the CONTRACTOR, shall be provided to the DEPARTMENT, upon completion of the STREAM CROSSING ASSESSMENTS, as specified in this AGREEMENT. The number of concurrences between the CONTRACTOR and DEPARTMENT covered under this AGREEMENT that exceed a project total number of one (1) concurrence shall not be performed by the CONTRACTOR without prior approval of the DEPARTMENT.

### **3.8 Professional Conduct**

The CONTRACTOR shall perform the work under this AGREEMENT in a professional and cooperative manner. The ENVIRONMENTALIST may disqualify CONTRACTOR's personnel from work if, in his or her judgment, these conditions are not met. The CONTRACTOR shall not be compensated separately for replacement of personnel rejected by the ENVIRONMENTALIST or for standby time resulting from the CONTRACTOR's failure to meet these conditions.

### **3.9 Provision of as-needed consultation**

The CONTRACTOR shall provide as-needed consultation with the DEPARTMENT on collection methods and interpretation of data collection parameters, not related to consultation and concurrence of road crossing at wetlands assessment parameters, as stipulated in Paragraph 3.8, at no additional cost to the DEPARTMENT.

## **4. MATERIAL FURNISHED BY THE DEPARTMENT**

The DEPARTMENT will provide the following items to the CONTRACTOR.

### **4.1 Notice to Proceed**

The DEPARTMENT will issue a Notice to Proceed, notifying the CONTRACTOR to begin work on the project under this AGREEMENT. The Notice to Proceed will include a maximum dollar cost for the work that will not be exceeded by the CONTRACTOR. The Notice to Proceed will also include dates, set in consultation with the CONTRACTOR, for starting and completing work on the project under this AGREEMENT.

### **4.2 Plans and Assessments**

The DEPARTMENT will provide the CONTRACTOR with the specific site locations for which STREAM CROSSING ASSESSMENTS shall be conducted. The STREAM CROSSING ASSESSMENTS that are to be conducted under the terms of this AGREEMENT, are for a project total of 256 stream crossings, which is provided in Figures 1 and 2. The final locations shall be provided to the CONTRACTOR in electronic Geographic Information Systems format. Additional ancillary data that, in the judgment of the CONTRACTOR, may provide additional benefit for the successful completion of the work under this AGREEMENT, may be requested from the DEPARTMENT by the CONTRACTOR. The methods used by the CONTRACTOR in the performance of the STREAM CROSSING ASSESSMENTS shall be identical to those provided in the most current version of the New Hampshire Stream Crossing Assessment Protocol, as published by the partnership between the New Hampshire Department of Environmental Services, New Hampshire Department of Transportation, New Hampshire Fish and Game Department, New Hampshire Division of Homeland Security and Emergency Management, and the University of New Hampshire Technology Transfer Center.

### **4.3 Inspection of the Work**

The DEPARTMENT reserves the right, through its ENVIRONMENTALIST, to periodically accompany the CONTRACTOR in the performance of STREAM CROSSING ASSESSMENTS covered under this AGREEMENT.

#### **4.4 Generation of Geomorphic and Aquatic Organism Passage compatibility scores**

Upon completion of the STREAM CROSSING ASSESSMENTS covered by this AGREEMENT by the CONTRACTOR, the DEPARTMENT will have responsibility to generate the geomorphic and aquatic organism passage compatibility scores for stream crossings for which data was collected by STREAM CROSSING ASSESSMENTS covered by this AGREEMENT.

### **5. WORK SCHEDULES AND PROGRESS REPORTS**

#### **5.1 Assignment Start Date**

The CONTRACTOR shall begin work on the start date specified in the Notice to Proceed, or on a later date that is mutually agreed upon by the CONTRACTOR and the DEPARTMENT. Once given Notice to Proceed, the CONTRACTOR shall work at a pace that ensures that the project will be completed no later than the completion date specified in the Notice to Proceed.

#### **5.2 Assignment Completion Date**

The completion date for all work on this project will be specified in the Notice to Proceed. The DEPARTMENT shall establish the completion date after consultation with the CONTRACTOR. Extension of the completion date beyond that originally specified in the Notice to Proceed shall be at the discretion of the DEPARTMENT, after consultation with the CONTRACTOR.

#### **5.3 Submittal of collected data and Quality Control Review process**

Upon conclusion of each field assessment day, collected STREAM CROSSING ASSESSMENT data, exclusive of the additional data for wetland crossings as described in Section A will be uploaded to the ArcGIS Online platform which stores stream crossing data in New Hampshire, which is the Statewide Asset Data Exchange System (SADES), from the ArcGIS collector application on the electronic field book by the CONTRACTOR, and this action shall be considered the initial data submittal. Submitted data must not contain any abbreviations, omissions, or alterations of the defined accepted responses for parameters contained within the New Hampshire Stream Crossing Assessment Protocol. All STREAM CROSSING ASSESSMENT data collected by the CONTRACTOR shall be subject to quality control review by the DEPARTMENT. The CONTRACTOR shall address all quality control review comments provided by the DEPARTMENT, after DEPARTMENT review of STREAM CROSSING ASSESSMENT data from the initial data submittal. The DEPARTMENT will provide quality control review comments to the CONTRACTOR for one weeks' STREAM CROSSING ASSESSMENT data within fifteen (15) working days. The CONTRACTOR shall provide clarifications and responses to quality control review comments, and data adjustments as necessary in SADES to address comments by the DEPARTMENT, within fifteen (15) working days of their receipt from the DEPARTMENT. Documentation of

submittals from the DEPARTMENT to the CONTRACTOR, and from the CONTRACTOR to the DEPARTMENT for quality control review purposes shall be by electronic mail. If quality control review responses by the CONTRACTOR do not address the initial quality control review comments by the DEPARTMENT to the satisfaction of the DEPARTMENT, the quality control review process will remain open and be considered ongoing and the CONTRACTOR shall work to completely address any outstanding quality control concerns without additional compensation by the DEPARTMENT.

## 6. LOCATIONS OF ASSESSMENTS

### 6.1 Assessments Plan

The Assessments Plan has been developed for the STREAM CROSSING ASSESSMENTS that are to be conducted under this AGREEMENT, as depicted in Figures 1 and 2. ESRI-format GIS data of the locations of stream crossings to be assessed are available from the DEPARTMENT and shall be provided to the CONTRACTOR in preparation for field survey. If the DEPARTMENT determines additional assessment work needs to be undertaken, the locations of stream crossings where additional survey work may be conducted shall be determined by the DEPARTMENT in consultation with the CONTRACTOR. When the locations of the additional work are finalized by the DEPARTMENT, in consultation with the CONTRACTOR, the DEPARTMENT shall provide the CONTRACTOR an assessments plan detailing the additional locations of STREAM CROSSING ASSESSMENTS and a Notice to Proceed. During the progress of all work, the DEPARTMENT may direct that certain assessments, both in terms of methods or locations, be omitted; may change the locations for assessments; may change assessments and methodological requirements; or, may change the types or required data to be collected. Any such change will be based on the needs of the project as determined by the DEPARTMENT and shall be carried out by the CONTRACTOR as if originally specified for the work. Such changes will be performed based upon the cost schedule submitted per the bid of the CONTRACTOR that is agreed upon between the CONTRACTOR and the DEPARTMENT.

### 6.2 Obstructions

The DEPARTMENT makes no representations as to the character of the ground on which STREAM CROSSING ASSESSMENTS are to be made, or that any STREAM CROSSING ASSESSMENTS locations given will be free of obstructions that could preclude completion of an assessment for a part of or complete reach. If field conditions indicate the need to address any obstructions that may prevent a complete assessment, the manner in which the new conditions will be addressed shall be approved by the DEPARTMENT.

## 7. SITE DISTURBANCE

The CONTRACTOR shall leave all work locations in a neat and workmanlike manner. The CONTRACTOR shall exercise every caution in not damaging property, and shall repair any damage that may occur. Any property damage resulting from the CONTRACTOR's work shall

be immediately reported to the DEPARTMENT. On completion of work at a specific location, the CONTRACTOR shall remove all equipment and materials.

Contractor Initials MM  
Date 7/25/17

Figure 1. Locations of stream crossing assessments, Map 1

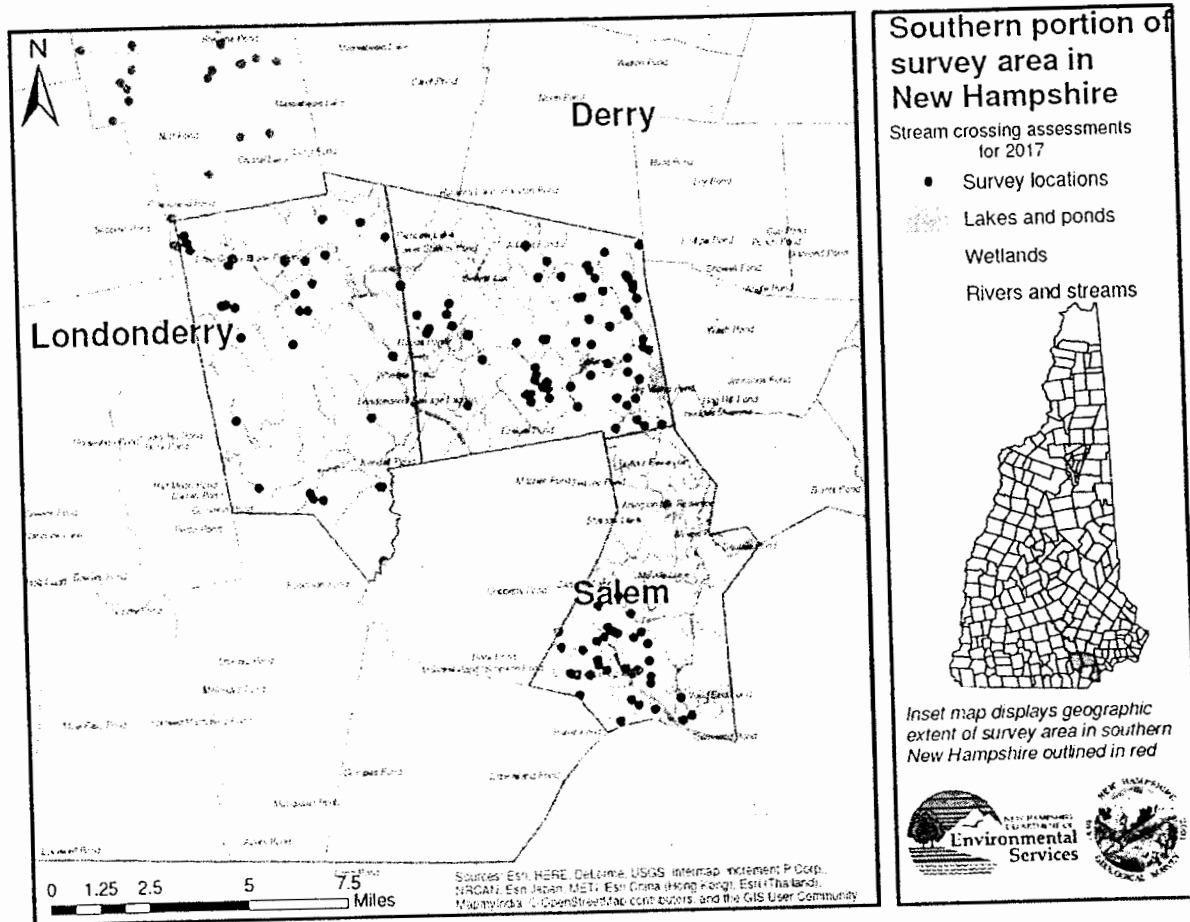
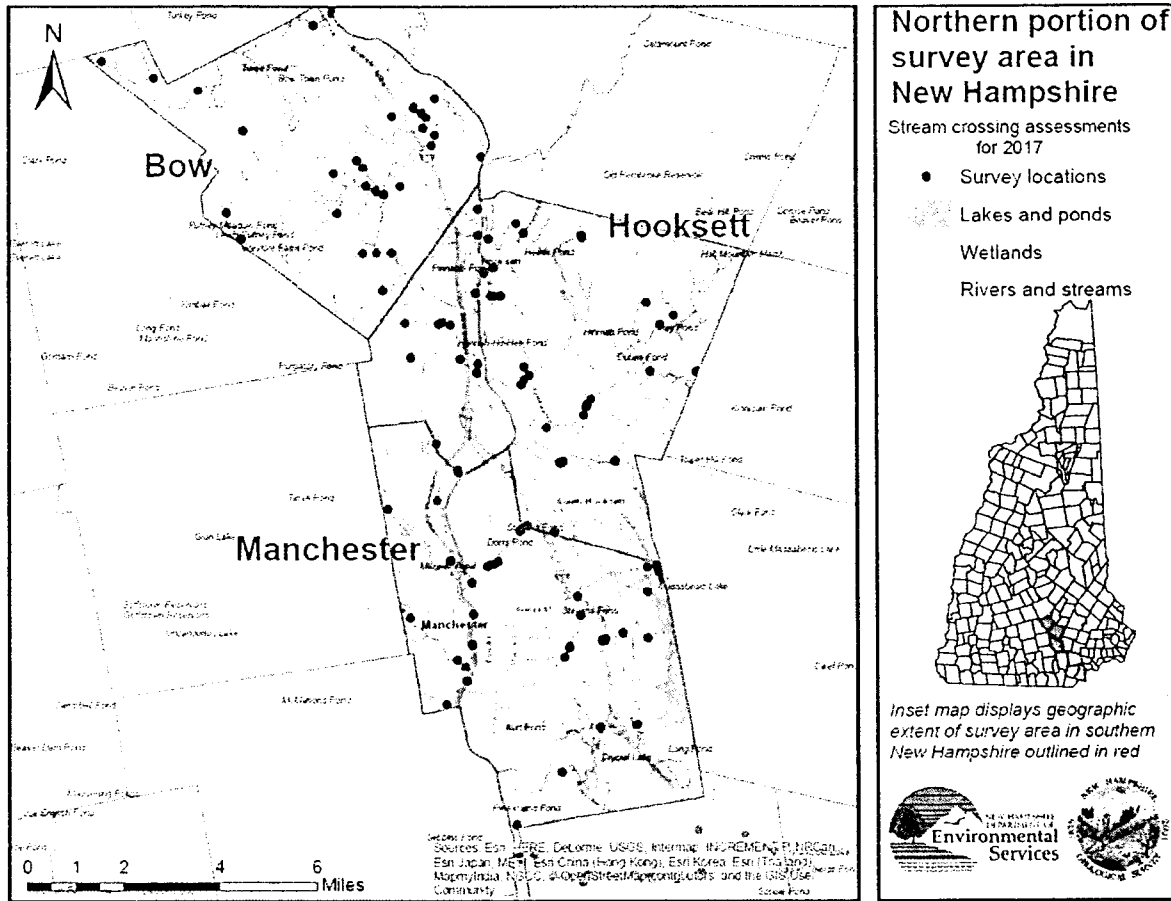


Figure 2. Locations of stream crossing assessments, Map 2



Contractor Initials *MS*  
Date 7/25/17



**SECTION A**

**EXISTING DICHOTOMOUS KEYS FOR HYDROGEOMORPHIC CODING  
DEVELOPED BY UNITED STATES FISH AND WILDLIFE SERVICE  
USE IN NEW HAMPSHIRE STREAM CROSSING ASSESSMENTS**

This dichotomous key is sourced, and is available, from the following, and is herein incorporated into this contract by reference:

Tiner, R.W. 2014. *Dichotomous Keys and Mapping Codes for Wetland Landscape Position, Landform, Water Flow Path, and Waterbody Type Descriptors: Version 3.0*. U.S. Fish and Wildlife Service. National Wetlands Inventory Program, Northeast Region, Hadley, MA. 65 pp., plus Appendices.

## EXHIBIT B

### CONTRACT PRICE, METHOD AND TERMS OF PAYMENT

The following provisions are ADDED to those listed in the State of New Hampshire Agreement Form P-37.

#### 5.5 Payment schedule and stipulations

The work performed under this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

##### 5.5.1 Method of measurement

The amount of work to be paid for shall be the quantity of work, satisfactorily performed by the CONTRACTOR under the terms of the AGREEMENT, completed and accepted by the DEPARTMENT as conforming to these specifications.

##### 5.5.2 Basis of payment and definition of pay items

The accepted quantity of work will be paid for at the contract unit prices as defined below.

#### ITEM NO. 1

##### ITEM NO. 1.1 Stream crossing assessment training

Prior to the initiation of STREAM CROSSING ASSESSMENTS, the DEPARTMENT will pay the CONTRACTOR the total cost for attendance at the one (1) required stream crossing training, as stipulated in Paragraph 3.6 of Exhibit A of this AGREEMENT. This one item, representative of one stream crossing assessment training, shall include all associated costs, including travel to and from the training site in Franklin, New Hampshire, or alternative site designated by the DEPARTMENT should the Franklin site become unavailable, and personnel costs of five (5) staff provided by the CONTRACTOR to attend and participate in the four (4) hour stream crossing assessment training session. This item shall represent the total costs for attendance by five (5) staff to the training, and not include any additional fees or charges beyond the costs for travel and personnel as stipulated in this section.

#### ITEM NO. 2

##### ITEM NO. 2.1 Stream crossing assessments

This item shall include all associated costs to conduct STREAM CROSSING ASSESSMENTS for each stream crossing, which shall constitute the unit by which total costs shall be paid by the DEPARTMENT to the CONTRACTOR. This item, per stream crossing, shall include all associated costs including travel to and from a STREAM CROSSING ASSESSMENT site, and personnel costs for one team of two (2) individuals to perform a STREAM CROSSING ASSESSMENT at one stream crossing.

*[Handwritten Signature]*  
*[Handwritten Date]*

### **ITEM NO. 3**

#### **ITEM NO. 3.1 Road crossings at wetlands protocol enhancement**

This item shall include all associated staff costs for the CONTRACTOR to identify a minimum of three (3), but not exceeding five (5) parameters that pertain to wetlands beyond the existing dichotomous key for hydrogeomorphic coding developed by the United State Fish and Wildlife Service, as stipulated in Paragraph 3.7 of Exhibit A of this AGREEMENT. This item shall not include any additional fees or charges beyond the personnel costs to support this item. Upon completion of protocol parameter development, as stipulated in Paragraph 3.7 of Exhibit A of this AGREEMENT, and defined in this item, all costs associated with assessing stream crossings where this developed protocol applies shall be included in the per STREAM CROSSING ASSESSMENT cost, as defined in Item No. 2.1 of this exhibit.

#### **ITEM NO. 3.2 Wetlands crossing protocol department concurrence**

This item shall include all associated staff costs for the CONTRACTOR to concur with the DEPARTMENT regarding the parameters developed by the CONTRACTOR to support wetland crossing assessments. This item will include the costs for appropriate personnel, as determined by the CONTRACTOR, to participate in one (1) one-hour conference call with the DEPARTMENT to concur upon the wetlands parameters.

#### **ITEM NO. 3.3 Wetlands crossing reporting spreadsheet**

This item shall include all personnel costs for the CONTRACTOR associated with development of the one wetlands crossing data spreadsheet, as stipulated in Paragraph 3.7 of Exhibit A of this AGREEMENT.

### **ITEM NO. 4**

#### **ITEM NO. 4.1 Quality assurance and control process**

This item shall include all personnel costs, in terms of hours, associated with the fulfillment of quality control review requirements, as stipulated in Paragraph 5.3 of Exhibit A of this AGREEMENT, for each crossing by one team of two (2) individuals.

**5.6** The total cost of all work, expenses and profit under this AGREEMENT shall not exceed **Twenty-Six Thousand Nine-Hundred Forty-Five (\$26,945) Dollars**. No payment will be made for work performed in excess of this amount.

**5.7** The rates tabulated in the Bid Schedule shall include all charges attributed to direct costs, fringe benefits, payroll taxes, overhead, direct expenses and profit and shall be used in billing for all work done under this AGREEMENT.

**5.8** All invoices for payment submitted to the DEPARTMENT by the CONTRACTOR must show unit prices and total units completed. Invoices may be submitted to the DEPARTMENT by the CONTRACTOR no more frequently than monthly. The training session as stipulated in Paragraph 3.6 of Exhibit A of this AGREEMENT, a completed wetlands protocol enhancement as stipulated in Paragraph 3.7 of Exhibit A and Item No. 3.1 of this exhibit of this AGREEMENT, a completed concurrence conference call as stipulated in Paragraph 3.7 of Exhibit A and Item No. 3.2 of this exhibit of this AGREEMENT shall only be invoiced for full completion and in their entirety. Invoices for stream crossings may only be submitted for the number of stream crossings for which the quality control review process has been completed to the satisfaction of the DEPARTMENT, and for which have not already been previously invoiced. Payment to the CONTRACTOR by the DEPARTMENT will be made no later than thirty (30) days after each invoice submittal has been received by the DEPARTMENT.

**5.9** Invoices shall be mailed to:

Shane Csiki

Flood Hazards Program Administrator

New Hampshire Geological Survey, New Hampshire Department of Environmental Services

29 Hazen Drive, P.O. Box 95

Concord, NH 03302-0095

**5.10** The CONTRACTOR shall not invoice the DEPARTMENT for quality control review activities if such activities for an individual stream crossing extend beyond one exchange between the CONTRACTOR and the DEPARTMENT, as specified in Paragraph 5.3 of Exhibit A of this AGREEMENT.

## EXHIBIT C

### SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency under CFDA # 66.461. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee.

The following provisions are ADDED to those listed in the State of New Hampshire Agreement Form P-37.

**25. VOLUME OF WORK.** The DEPARTMENT reserves the right to reduce the volume of services requested of the CONTRACTOR. Therefore, the DEPARTMENT does not guarantee that the CONTRACTOR will be requested to provide STREAM CROSSING ASSESSMENTS equivalent to that stipulated in this contract.

**26. QUALITY CONTROL REVIEW.** If the DEPARTMENT is required to return data to the CONTRACTOR for concerns that exceed one exchange of quality control review comments and their responses, as stipulated in this AGREEMENT, the DEPARTMENT shall not remit payment for the affected unit(s) of work to the CONTRACTOR until those concerns are addressed to the satisfaction of the DEPARTMENT, or to terminate this AGREEMENT if such concerns cannot be addressed to the satisfaction of the DEPARTMENT within 90 days of the CONTRACTOR receiving notification of such concerns. The DEPARTMENT shall not provide additional contract funds to the CONTRACTOR to address quality control review concerns that are not addressed within one review exchange between the DEPARTMENT and the CONTRACTOR, as stipulated in this AGREEMENT. The DEPARTMENT, through its ENVIRONMENTALIST, further reserves the right to periodically accompany the CONTRACTOR in the performance of STREAM CROSSING ASSESSMENTS throughout the contract period.

Additionally, the following provision as required by federal regulations apply to this Agreement:

***Federal Funding Accountability and Transparency Act (FFATA).*** The Grantee shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 051698132.

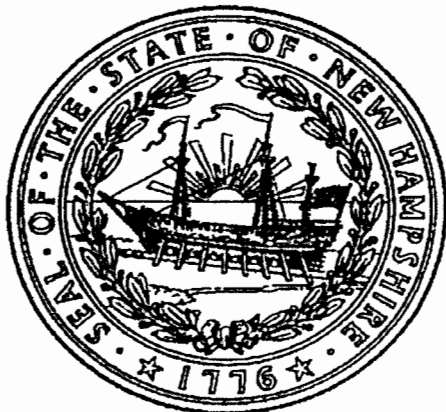
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TROUT, UNLIMITED is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on June 30, 2003. 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: 437921



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of August A.D. 2017.

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

William M. Gardner  
Secretary of State

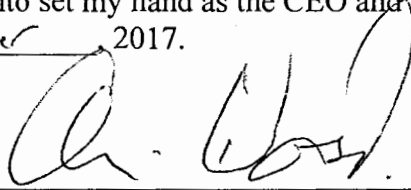
# CERTIFICATE OF AUTHORITY

I, Chris Wood, Chief Executive Officer and President of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer (CEO) and President;
2. Trout Unlimited wishes to accept New Hampshire Department of Environmental Services (NHDES) funds and to enter into a contract with the NHDES;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the CEO and President, or if he or she shall so designate, the Chief Financial Officer (CFO), to sign and execute in the name of the Corporation all contracts, agreements, or other written instruments that are required to accept grants and/or donations to the Corporation or to authorize expenditures pursuant to donor and/or grant agreements with any government agency, commission, or entity;
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; and
5. The following person has been appointed to and now occupies the office of CFO indicated in (3) above:

Matt Renaud, CFO of Trout Unlimited

IN WITNESS WHEREOF, I have hereunto set my hand as the CEO and President of Trout Unlimited, this 16 day of October, 2017.



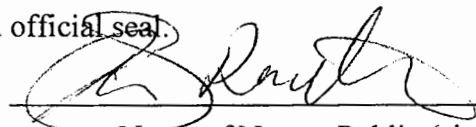
Chris Wood, CEO and President

COMMONWEALTH OF VIRGINIA  
County of Arlington

On this the 16 day of Oct, 2016, before me Shanice Renee Williams  
(Notary Public)

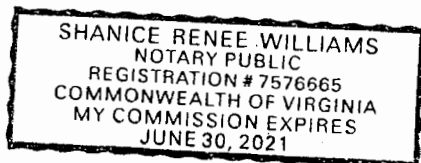
the undersigned officer, personally appeared Chris Wood who acknowledged himself to be the Chief Executive Officer of Trout Unlimited being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Name of Notary Public (signature above)

Commission Expiration Date: JUNE 30, 2021  
(Seal)







**ATTACHMENT A**  
**Procurement of Stream Crossing Assessment Contractors**

On May 22, 2017, an invitation to prequalify to bid was announced and posted publicly. The Department of Environmental Services received nine prequalification packages. The organizations were ranked, based upon qualifications in the understanding of river processes, experience conducting river geomorphology assessments elsewhere, and with knowledge of wetlands science as posted in the invitation to prequalify. The organizations, and their resulting rankings are:

<b>Firm Name</b>	<b>Location</b>	<b>Rank</b>
Fitzgerald Environmental Associates, LLC	Colchester, VT	1
Inter-Fluve	Cambridge, MA	2
Bear Creek Environmental, LLC	Montpelier, VT	3
Streamworks, PLLC	Madbury, NH	4
Trout Unlimited	Concord, NH	5
Field Geology Services	Portland, ME	6
Stantec Consulting Services, Inc.	Topsham, ME	7
EA Engineering, Science, and Technology, Inc. PBC	Dover, NH	8
Wright-Pierce	Portsmouth, NH	9

The state staff team members interviewed the top six ranked organizations, and the interviewees were ranked so to allow the top four ranked to be invited to bid on projects, as described in the prequalification to bid announcement originally posted. The list, scoring and ranking based on the interviews conducted by the state staff team is as follows:

<b>Firm Name</b>	<b>Reviewer Scores</b>				<b>Total Score</b>	<b>Rank</b>
	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>		
Bear Creek Environmental, LLC	99	96	96	92	383	1
Inter-Fluve	92	82	93	90	357	2
Fitzgerald Environmental Associates, LLC	87	92	87	90	356	3
Trout Unlimited	83	92	92	89	356	3
Streamworks, PLLC	79	82	83	82	326	5
Field Geology Services	64	73	68	72	277	6

Invitations to bid were then issued to the top four prequalified organizations. Three of these four organizations submitted bids, as follows:

<b>Firm Name</b>	<b>Bid Proposal Submitted</b>
Bear Creek Environmental	No bid submitted

Fitzgerald Environmental Associates	\$23,760.28
Inter-Fluve	\$26,912.00
Trout Unlimited	\$18,865.00

During the qualification phases of the procurement process, the proposals were evaluated by the following four state staff team members:

<b>Staff Member</b>	<b>Agency</b>	<b>Title</b>	<b>Experience</b>
Melinda Bubier	NHDES	Wetland Restoration Specialist	18 years of experience in environmental and water resources engineering, inclusive of stream and wetland restoration
Shane Csiki	NHDES	Flood Hazards Program Administrator	15 years experience in fluvial geomorphology river science
Lori Sommer	NHDES	Wetland Mitigation Program Coordinator	27 years experience in wetlands ecology
Thomas Taggart	NHDES	Assistant Flood Hazards Geoscientist	10 years experience in water resources engineering