



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

**Robert R. Scott, Commissioner**



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October 16, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with Gomez and Sullivan Engineers, P.C. (Gomez and Sullivan) (VC# 174969-P001), Henniker, NH in the amount of \$270,164 to conduct protected instream flow studies on the Pemigewasset River, effective upon Governor and Council approval through December 31, 2026. 100% General Funds.

Funding is available in the account, with the ability to adjust encumbrances between State Fiscal Years through the Budget office, if needed and justified. Funding for FY2026 is contingent upon availability and continued appropriation of funds.

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
03-44-44-442010-1518-102-500731	\$90,952	\$90,352	\$88,860
Department of Environmental Services, Lakes-Rivers Management, Contracts for Program Services			

**EXPLANATION**

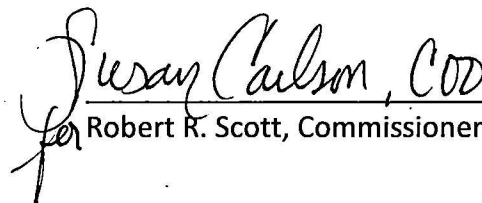
NHDES requests approval of this contract to hire Gomez and Sullivan to conduct protected instream flow studies on the Pemigewasset River. This contract implements RSA 483 that requires protected instream flow studies on all the State's Designated Rivers. The Pemigewasset River, with the exception of a 10-mile segment in Lincoln and Woodstock, was designated in 1991.

Under this contract, Gomez and Sullivan will conduct tasks to complete an instream flow study of the Pemigewasset River to determine the protected instream flow criteria, document the results, and provide technical support to NHDES during the public review process. The scope of the project includes conducting field and computer assessments of the river conditions including dimensions, flow velocities, habitat conditions and recreational uses. Using these assessments combined with daily stream flow records, Gomez and Sullivan will apply computer models to determine the numerical stream flows necessary to support habitat conditions and recreational use. Gomez and Sullivan will develop the draft Protected Instream Flow Study Report which presents these assessments and the protected instream flow criteria.

NHDES issued a Request for Proposals (RFP) on January 31, 2023, seeking proposals from environmental consulting firms for conducting the protected instream flow study of the designated Pemigewasset River and received two qualified submittals. The two proposals were reviewed and ranked according to selection criteria and the two firms were invited for interviews. Gomez and Sullivan received the highest ranking for having the best combination of staff experience, approach and price by a review team consisting of experienced NHDES personnel. A scoring matrix that includes a list of the staff who participated in the proposal review, along with their titles and description of the review and ranking process is provided in Attachment A. Gomez and Sullivan demonstrated their staff's ability to conduct this study and their clear understanding of the work to be done. They also had the lowest proposed cost and are a New Hampshire company.

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

We respectfully request your approval.

  
for 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  New Hampshire Department of Environmental Services		1.2 State Agency Address  29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name  Gomez and Sullivan Engineers, D.P.C.		1.4 Contractor Address  288 Genesee Street Utica, NY 13502	
1.5 Contractor Phone Number  (603) 428-4960	1.6 Account Unit and Class  03-44-44-442010-1518-102-500731	1.7 Completion Date  December 31, 2026	1.8 Price Limitation  \$ 270,164
1.9 Contracting Officer for State Agency Wayne Ives, Instream Flow Specialist		1.10 State Agency Telephone Number 603-271 -3548	
1.11 Contractor Signature  Date: 9/14/2023		1.12 Name and Title of Contractor Signatory  Thomas J. Sullivan, Executive Vice President	
1.13 State Agency Signature  Date: 10/26/23		1.14 Name and Title of State Agency Signatory  SUSAN CARLSON, CHIEF OPERATIONS OFFICER	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By:  On: 10/30/2023			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**Exhibit A**  
**Special Provisions**

The provisions of this Agreement are hereby modified as follows:

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees to the extent caused by the negligent acts or omissions, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**Exhibit B**  
**Scope of Services**

Gomez and Sullivan Engineers, D.P.C. (Gomez and Sullivan) shall perform the following tasks as described in the detailed proposal titled "Proposal for Protected Instream Flow Studies for the Pemigewasset Designated River" submitted to New Hampshire Department of Environmental Services (NHDES) on February 27, 2023, along with the document titled "Addendum to the Proposal for Protected Instream Flow Studies for the Pemigewasset Designated River" submitted to NHDES on March 27, 2023.

The scope of work has been divided into contract sections based on funds predicted to be available to NHDES for Gomez and Sullivan to perform tasks on this project. The schedule is subject to change based on the actual availability of funds. The schedule is also subject to change given environmental factors such as weather and flow rates that affect the ability to perform various subtasks.

**Project Goal:**

The goals of the project are to perform a Protected Instream Flow Study on the Pemigewasset River, and to provide recommendations for the Protected Instream Flows for the Pemigewasset River.

**Scope of Work:**

The Protected Instream Flow Studies will be performed on the Pemigewasset River. The primary tasks include: 1) completion of a Protected Entity Identification and River Survey; 2) development of Protected Instream Flow Criteria; and 3) completion of a public process by participating in a public information meeting, public hearing, and providing comment responses with a final report.

**Project Tasks:**

The project tasks are described in detail below based on the scope in the proposal and addendum to the proposal provided to NHDES on February 27, 2023 and March 27, 2023, respectively. Though the tasks in the proposal were organized sequentially, the scope of work was divided in this contract based on the amount of available funding expected from three different funding cycles, as shown below.



**Deliverables:**

Gomez and Sullivan will notify NH DES by email upon completion of each subtask as components of the overall task; as such, the notification for a subtask will be considered as the deliverable for that subtask. These notifications are to be included as deliverables because considerable work needs to be completed prior to the final physical deliverables (reports and presentations). The specific subtasks to be defined as deliverables are listed as follows and are described in the following scope of services.

<b>Contract Subtasks</b>
Subtask 1.1 – Information Gathering and Desktop Reconnaissance
Subtask 1.2 – On-stream Reconnaissance Survey
Subtask 2.1 – Reference Streamflow Record Review and Modification
Subtask 2.3(A) – Riparian Vegetation Surveys – Transect Survey
Subtask 2.3(B) – Riparian Vegetation Surveys – Site Visits
Subtask 2.4(A) – Recreational Assessment – Boating Survey
Subtask 2.2(A) – Fish Habitat Assessment - Field
Subtask 2.2(B1) – Fish Habitat Assessment – Hydraulic Modeling
Subtask 2.2(B2) – Fish Habitat Assessment – Habitat Modeling
Subtask 2.3(C) – Riparian Vegetation Surveys - Analyses
Subtask 2.4(B) – Recreational Assessment - Analyses
Subtask 2.5 – Proposed Protected Instream Flow Report
Subtask 3.1 – Public Information Meeting
Subtask 3.2 – Public Hearing
Subtask 3.3 – Comment Response and Final Report Submittal

# 1. Scope of Services

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## Task 1 – Protected Entity Identification and River Survey

### Subtask Task 1.1 – Information Gathering and Desktop Reconnaissance

Readily available information will be gathered by Gomez and Sullivan from various sources, including published river-specific reports, GRANIT GIS layers, resource inventory data (e.g., National Wetland Inventory Maps, New Hampshire Natural Heritage Bureau Inventory), public recreation maps, and potentially other online resources, along with collaboration with NHDES to obtain existing information available from the State of NH.

A review of the Designated River using aerial imagery will be conducted, and for visible portions, preliminary aquatic habitat unit polygons will be drawn. The aquatic habitat polygons will be delineated based on general habitat characteristics that can be observed from the aerial imagery. This will allow for preliminary identification of broad-scale aquatic habitat types and the locations where habitat changes occur. Riparian study locations will be preliminarily selected to include specific types of wetlands or exemplary communities present within the datasets. Areas with little to no value for determining the Protected Instream Flows on the river (e.g., impoundments) will be identified. Preliminary representative reference reaches for fish habitat will also be selected. Potential recreation access points will also be identified, and permissions to install signage at these locations will be obtained. The polygon and point information developed during the desktop reconnaissance will be uploaded to a field tablet equipped with the ESRI Field Maps Application, for use during the on-stream reconnaissance survey.

### Subtask Task 1.2 – On-stream Reconnaissance Survey

The Designated River will be traversed on foot, by canoe/kayak, or both, during low flow conditions when riverine habitat characteristics will be the most visible. The purpose of the on-stream reconnaissance survey will be to:

- Confirm the presence and occurrence of flow-dependent instream public uses and Clean Water Act designated uses;
- Confirm the distribution of aquatic habitats along the Designated River, and supplement with information that is not readily observable from aerial imagery (e.g., substrate). The location of potential representative study reaches for fish habitat assessment will be confirmed or adjusted. The data collected will ensure that there is robust information available for supporting the selection of representative study reaches for aquatic habitat;
- Confirm riparian study locations for the Floodplain Transect Method and provide information to support the choice of riparian study locations. Though preliminary locations would have been identified during the desktop evaluation, additional locations could be selected, or the exact locations could be modified, during the on-stream reconnaissance;
- Install remote recreational survey signs at key recreation locations identified in Task 1.1 (see Task 2.4 for the associated methodology).

Based on our initial review of the Designated River’s characteristics, Gomez and Sullivan anticipates surveying approximately 40 miles of the Pemigewasset River in its entirety, which is approximately 62% of the entire 64-mile Pemigewasset River. The remaining length of the river is primarily backwatered by existing dams.

Gomez and Sullivan notes that the reach from Profile Lake to the confluence with the East Branch Pemigewasset River is likely high-gradient and may be difficult to traverse. However, due to tree coverage it would be difficult to develop mesohabitat polygons without traversing this reach on foot. Should

continuous habitats or areas that are difficult to traverse be identified while conducting the reconnaissance, certain areas of the reach may be sampled at intervals, but the length of these areas is unknown at this time.

Gomez and Sullivan will sample the following areas at intervals, focusing on areas of importance identified during the desktop reconnaissance (Task 1.1), if any:

- The confluence with the East Branch Pemigewasset River to Staple Rock Park in Woodstock (4.5 miles) – This area consists of several braided and alluvial channels which may be difficult to access and map in detail. These areas would also not lend themselves well to field data collection for hydraulic modeling and are unlikely to be selected for representative reaches. Development of protected instream flows in the lower portion of the middle TFC segment would be protective of this reach.
- Sahegenet Falls to Ayers Island Dam (10 miles) – Extent of Ayers Island Dam impoundment, therefore not as susceptible to habitat impacts as flow changes. Instream flows developed for this reach would not be representative of natural streamflow conditions and are primarily governed by backwater and not streamflows.
- Sumner Island to Eastman Falls Dam (9.5 miles) – Extent of Eastman Falls Dam impoundment, therefore not as susceptible to habitat impacts as flow changes. Instream flows developed for this reach would not be representative of natural streamflow conditions and are primarily governed by backwater and not streamflows.

## Task 2 – Protected Instream Flow Criteria Development

### Subtask 2.1 – Reference Stream Flow Record Review and Modification

It is assumed that NHDES will provide daily stream flow data for use on this project, which will include at least 30 years of data. A flow record longer than 30 years, if available, would improve the results of the aquatic hydraulic-habitat modeling by increasing the sample size of daily flows across years; however, obtaining greater than 30 years is not considered critical to our proposed analyses. The dataset will ultimately be used to develop a habitat timeseries. Because the data are meant to represent a relatively unimpacted condition, Gomez and Sullivan will review the datasets and any information available on water withdrawals, diversions, or dam operations. If it is determined that the dataset needs adjustment to reflect reference conditions, Gomez and Sullivan will adjust the record, when possible, based on measured or readily quantifiable values, to more closely represent unmanaged streamflow conditions. If the flow record is strongly affected by water withdrawals, returns, or dam operations, Gomez and Sullivan will develop a reference flow record in consultation with NHDES. NHDES has contracted with Dr. Neil Fennessey to update regression parameters using the QPPQ Transform Method, which can be used to develop portions of the datasets, and other tools are also available (i.e., CRUISE (Connecticut River Unimpacted Streamflow Estimation) Tool and similar methods).

Gomez and Sullivan has preliminarily reviewed information found for the Pemigewasset River with regard to water withdrawals, diversions, or dam operations upstream of the two USGS gages located on the river (USGS Gage No. 01075000 Pemigewasset River at Woodstock, NH and USGS Gage No. 01076500 Pemigewasset River at Plymouth, NH) that will likely be used in the hydraulic-habitat models. Both of the hydropower facilities, as well as the USACE flood control dam are located downstream of the USGS gages on the Pemigewasset River. Additionally, all of the dams upstream of the gages on the Pemigewasset River are run-of-river, meaning they do not store water or release water such that outflow from these dams equals inflow. Most of the dams on the tributaries to the Pemigewasset River upstream of these gages are also operated in run-of-river mode, however NHDES manages several dams with tributaries to the Baker River as part of the Baker River Flood Control project. This flood control project will be reviewed and any modifications due to water storage at these dams will be made if it is deemed necessary. The Woodstock USGS gage is located upstream of the Baker River confluence and would not be affected by flows from the Baker River, however the Plymouth gage is below the Baker River

confluence.

Modifications may be needed if USGS Gage No. 01081500 Merrimack River at Franklin Junction, NH is used to index protected instream flows for the Lower Segment of the Pemigewasset River. It is located below both the Franklin Falls Dam and the Ayers Island and Eastman Falls hydropower facilities, which may have impacted historic readings at this gage. Additionally, the impacts of flows from the Winnepesaukee River using USGS Gage No. 01081000 Winnepesaukee River at Tilton, NH may also be explored.

#### Subtask 2.3(A) – Riparian Vegetation Surveys – Transect Survey

Protected Instream Flows for riparian habitats will be assessed using the Floodplain Transect Method. Selection of study locations for transects will be performed as part of Task 1. Though the exact number of transects will be dependent on the distribution and diversity of riparian community types, we anticipate that approximately 10 transects would be needed throughout the Designated River.

The initial survey during transect installation will include identification of breaks between different types of riparian communities found along the transect. The topography of the floodplain cross-sections will be obtained from available LiDAR, and major breakpoints in community types will be delineated during the surveys. The elevation of these breakpoints will be surveyed using a Real Time Kinematic Global Positioning System (RTK-GPS).

Water level recorders will be installed at each transect to develop flow vs. water surface elevation relationships, standardized to the applicable USGS gage.

#### Subtask 2.3(B) – Riparian Vegetation Surveys – Site Visits

Up to three site visits will be made to each transect to survey and document water levels at various flows, such that the study does not rely solely on water level recorder data. The goal will be to collect data at flows ranging from spring-freshet conditions to late summer low flow conditions, with the potential for higher flows during major storm events.

#### Subtask 2.4(B) – Recreational Assessment – Boating Survey

Gomez and Sullivan will identify locations for whitewater paddling and boating access during the desktop information gathering and review in Task 1.1. An opinion survey will be designed digitally using Survey123 or similar. QR codes and website links to this survey will be posted on signs at the identified boating access areas. Permission will be obtained from owners of boating access areas prior to sign installation. Potential questions will be similar to those asked in previous studies, and will be designed to gather information regarding:

- Locations of access and sections of the river typically utilized
- Frequency and timing of boating/paddling on the Pemigewasset River
- Type of boating/paddling
- Minimum and optimal flow and/or water level conditions for boating/paddling

Gomez and Sullivan will install the signs during the on-stream reconnaissance and remove them during the summer of 2025 (approximately two years of survey sign deployment). The signs will be checked for vandalism periodically, while on-site for the aquatic and riparian habitat assessments. In addition to the signage, the survey will be posted on local paddling group websites.

## Task 2 – Protected Instream Flow Criteria Development

### Subtask 2.2(A) – Fish Habitat Assessment – Field

Gomez and Sullivan intends to utilize the Physical Habitat Simulation (PHABSIM) model for 1D hydraulic modeling. However, the latest version of the Hydraulic Engineering Center’s River Analysis System (HEC-RAS) computer software may also be used to develop a 1D hydraulic model, should field conditions lend themselves well to appropriate data collection for this model. The target species and life stages, and the location of representative study reaches for the fish habitat assessment, will be identified as described in Task 1.

Field data collected using a 1D approach will include detailed cross-sectional measurements of bed elevation and substrate from bank to bank, along with water depth, water surface elevation, and water velocity data at transects selected based on mesohabitat information collected during the on-stream reconnaissance. Gomez and Sullivan anticipates that field data collection will occur at 12 transects per TFC segment divided among one or more representative study reaches within each TFC segment (for a total of 36 transects throughout the Designated River). Ultimately, the number and distribution of transects across the representative reaches identified during the desktop and/or on-stream reconnaissance will be determined based on the habitat complexity within each TFC segment and representative study reach. Depth, water surface elevation, and velocity data will be collected at three target flows. The target river flows will allow for a broad range of modeled flows, with the goal of encompassing a modeling range from relatively low summer base flows to moderate springtime flows. Each TFC segment will be modeled separately, and only the results of the reaches in each segment will be applied to that segment. The magnitude and range of flows modeled for each segment will also likely differ.

### Subtask 2.2(B1) – Fish Habitat Assessment – Hydraulic Modeling

Gomez and Sullivan intends to utilize the Physical Habitat Simulation (PHABSIM) model for 1D hydraulic modeling. However, the latest version of the Hydraulic Engineering Center’s River Analysis System (HEC-RAS) computer software may also be used to develop a 1D hydraulic model, should field conditions lend themselves well to appropriate data collection for this model. After hydraulic model development, calibration, and validation, hydraulic conditions at a range of flows pertinent to the target species/guild within each bioperiod and for each representative location will be calculated. The hydraulic model, along with other habitat parameters (e.g., substrate, cover, embeddedness) will then be used to develop the habitat vs. flow relationships for the target species and life stages. Because habitat for fish and aquatic life during the winter is poorly understood, wetted area vs. flow relationships will be evaluated. Wetted area has been used to determine habitats needs for the wintertime bioperiod on the Cold and Warner Protected Instream Flow Studies and is generally considered the best available metric for wintertime habitat when habitat suitability criteria are not available for that bioperiod.

To standardize the results to a USGS gage, flows from the applicable USGS gage will be prorated to each representative area using a drainage area ratio methodology. The combined flow and water level data will be used in the calibration and validation of the hydraulic models.

### Subtask 2.2(B2) – Fish Habitat Assessment – Habitat Modeling

Habitat time series data will be developed for each of the target species and life stages that represent aquatic habitat bioperiods for each of the TFC segments. The habitat time series will then be used to develop UCUT curves for interpretation. All UCUT curves would be developed based on incremental habitat thresholds, with all curves plotted together; the y-axis would represent the continuous duration below the habitat threshold, and the x-axis would represent the cumulative continuous duration represented as a percentage of the total studied duration. The UCUT curves will be used to develop Protected Instream Flow magnitudes and durations in the same manner as was completed for the previous Protected Instream Flow Studies by:

- Determining the magnitude of flows that would result in common, critical, and rare habitat events. This will be completed by evaluating the horizontal distance between the habitat based UCUT curves. Horizontal distance indicates a change in frequency of events associated with a habitat increase to the next habitat threshold level. These breaks in habitat levels will be identified, and the flow that yields that habitat level will be back calculated using the habitat vs. flow relationship.
- Determining the critical duration of the identified flows. This would be completed by evaluating the slope and by identifying inflection points of the curves. The shortest persistent durations would typically be along the portion of the curve indicated by the lowest convex inflection point, whereas longer-duration catastrophic events would be indicated by an inflection point further up the curve. The goal will be to define persistent and catastrophic durations. No back-calculation will be necessary to select the duration, as the data will be taken directly from the UCUT curves.

### Subtask 2.3(C) – Riparian Vegetation Surveys – Analyses

For development of Protected Instream Flows, water levels will be compared to the locations and needs of the RTE species and riparian communities that were identified at each location as outlined in Task 2.3(A). The frequency of inundation from within the flow timeseries will be used to develop the recommendations for riparian habitats. Additionally, gage height will be included as part of the UCUT analyses pertaining to aquatic habitat bioperiods (spring freshet bioperiod), which would also provide Protected Instream Flows for baseline conditions during the spring freshet that would be anticipated to riparian habitats.

### Subtask 2.4(B) – Recreational Assessment – Analyses

The results of the boating surveys and online outreach will be utilized to determine optimal boating flows for the most common types of boating observed on the Pemigewasset River (i.e. flatwater, whitewater, etc.). Optimal boating flows will be used to develop a range of Protected Instream Flows for recreational boating and will be standardized to a USGS gage for each TFC segment. Similar to previous assessments, we anticipate that the needs of paddlers/boaters will be met by following the Natural Flow Paradigm for ecological flow-dependent resources.

### Subtask 2.5 – Proposed Protected Instream Flow Report

Gomez and Sullivan will develop a draft Proposed Protected Instream Flow Report, which clearly describes the evaluation methods, results, and the proposed Protected Instream Flow Criteria. Gomez and Sullivan will integrate the Protected Instream Flow Criteria for the various flow-dependent instream public uses in a manner that defines a natural pattern of streamflow. The criteria will be described in terms of flow magnitudes, durations, timing, and frequency, as applicable to the flow-dependent resources. It is our current intent to standardize all criteria for each river segment to applicable USGS gages on the Designated River, such that NHDES can utilize the criteria for management purposes. The report will provide detailed justification for the Proposed Instream Flow Criteria, providing support for the Commissioner's decision to establish the Protected Instream Flows based on the requirements under Env-WQ 1904.05.

Gomez and Sullivan will use the provided NHDES report number and electric logo in the report. All draft

and final reports submitted to NHDES will follow the NHDES publications guidelines provided by NHDES. Gomez and Sullivan will submit all draft and final reports, and all public presentations, in compliance with the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards.

#### Subtask 3.1 – Public Information Meeting

NHDES will hold a public information meeting regarding the Proposed Protected Instream Flow Report. Gomez and Sullivan will develop a slide presentation describing the proposed Protected Instream Flow Criteria and its development and answer questions that may arise regarding the technical approach to Protected Instream Flow development.

#### Subtask 3.2 – Public Hearing

NHDES will hold a public hearing, to be held in a community through or past which the Designated River flows. Gomez and Sullivan will take note of any comments on the technical approach to Protected Instream Flow Criteria development during the public hearing.

#### Subtask 3.3 – Comment Response and Final Report Submittal

NHDES will provide comments received during the public hearing and the 30-day public comment period to Gomez and Sullivan, after which NHDES and Gomez and Sullivan will review and develop responses to comments. Gomez and Sullivan, in coordination with NHDES, will make any necessary revisions to the Proposed Protected Instream Flow report and document the responses to the comments. Gomez and Sullivan will consolidate all information, including the revised Proposed Protected Instream Flow Report, comments, and responses into final report, which will be submitted to NHDES for approval.

The final report will include the NHDES report number and electronic NHDES logo, will follow NHDES publications guidelines, as provided by NHDES, and will meet the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards, as needed.

Gomez and Sullivan will provide NHDES with data files containing all measurements collected and data used in these assessments and for the development of Protected Instream Flow Criteria. The data will be in commonly used formats approved by NHDES. Potential dataset and analysis files are anticipated to include excel spreadsheets, GIS shapefiles, R-scripts, and modeling files. These will be organized into descriptive folders and will be provided to NHDES using Gomez and Sullivan's Microsoft Teams/SharePoint system. Data quality will be ensured throughout the data collection and analysis process by various reviews, cross-checks, and quality assurance/quality control procedures performed by the Gomez and Sullivan Quality Assurance and Quality Control Officer.

**Exhibit C**  
**Contract price, method and terms of payment**

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

The Contractor, Gomez and Sullivan Engineers, D.P.C. will undertake the services presented in the table of tasks below. Payments shall be made based upon percent completion of specific tasks described in Exhibit B. The completion of tasks has been developed based on the predicted availability of funds but is subject to change based on the actual availability of funds. The total reimbursement for the full scope of Pemigewasset study work shall not exceed \$270,164. Gomez and Sullivan Engineers, D.P.C. will bill NH DES monthly for time and materials based on the task percent completed, less 10% holdback until the completion of the project. Billings will not exceed the funds available through the current fiscal year. Project completion will be met by NHDES' receipt and approval of the final report and receipt and approval of the project data sets. All services shall be performed to the satisfaction of NHDES before payment will be made. No match is required.

**Tasks and Prices for the Pemigewasset River Protected Instream Flow Study**

**Contract Subtasks**

Subtask 1.1 – Information Gathering and Desktop Reconnaissance	\$ 7,132
Subtask 1.2 – On-stream Reconnaissance Survey	\$ 32,286
Subtask 2.1 – Reference Streamflow Record Review and Modification	\$ 3,370
Subtask 2.3(A) – Riparian Vegetation Surveys – Transect Survey	\$ 30,092
Subtask 2.3(B) – Riparian Vegetation Surveys – Site Visits	\$ 11,402
Subtask 2.4(A) – Recreational Assessment – Boating Survey	\$ 5,381
Subtask 2.2(A) – Fish Habitat Assessment - Field	\$ 86,275
Subtask 2.2(B1) – Fish Habitat Assessment – Hydraulic Modeling	\$ 32,583
Subtask 2.2(B2) – Fish Habitat Assessment – Habitat Modeling	\$ 10,942
Subtask 2.3(C) – Riparian Vegetation Surveys - Analyses	\$ 5,882
Subtask 2.4(B) – Recreational Assessment – Analyses	\$ 3,434
Subtask 2.5 – Proposed Protected Instream Flow Report	\$ 25,026
Subtask 3.1 – Public Information Meeting	\$ 5,826
Subtask 3.2 – Public Hearing	\$ 3,198
Subtask 3.3 – Comment Response and Final Report Submittal	\$ 7,335
<b>Contract Total:</b>	<b><u>\$270,164</u></b>



# State of New Hampshire

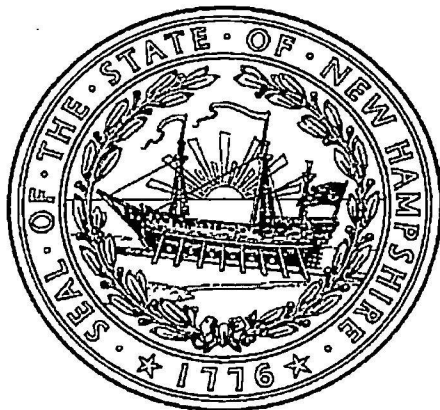
## Department of State

### CERTIFICATE

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

Business ID: 220344

Certificate Number: 0006312620



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## CORPORATE RESOLUTION

**I HEARBY CERTIFY** that at a meeting of the Board of Directors of Gomez and Sullivan, Engineers, S.P.C., **A CORPORATION** organized under the laws of the State of New York, duly called (a quorum being present) and held on the 26<sup>th</sup> of May 2021, **THE FOLLOWING** resolution was duly adopted and is now in full force and effect:

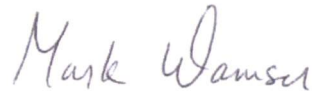
**RESOLVED**, that the following individuals are authorized to execute contracts and other documents that legally bind Gomez and Sullivan Engineers, D.P.C.:

Jerry A. Gomez, President

Thomas J. Sullivan, Executive Vice President

David Frazier, Director of Administration, Legal, & Human Resources

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary of Said Corporation and affixed the corporate seal this 14th day of September 2023.



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Secretary

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



---

Director (other than Secretary)



**(CORPORATE SEAL)**

**STATE OF NEW HAMPSHIRE**

County of Merrimack

On this the 14th day of September 2023, before me, Mark Wamser, the undersigned officer, personally appeared who acknowledged himself to be the Secretary of Gomez and Sullivan Engineers, D.P.C., being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
Notary Public Signature

Commission Expiration Date:



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OP ID: KR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/14/2023

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

<b>PRODUCER</b> <b>781-245-5400</b> Pooler Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Matthew R. Mullard	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 781-245-5400 <b>FAX (A/C, No):</b> 781-245-5463 <b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Travelers Indemnity Co. NAIC # <b>25658</b> <b>INSURER B:</b> Phoenix Insurance Company <b>25623</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6809H013781	03/18/2023	03/18/2024	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA4R818666	03/18/2023	03/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
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							AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	UB0K768733	03/18/2023	03/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The above listed policies include 30-day notice of cancellation & waiver of subrogation. Blanket additional insured applies to the general liability, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

<b>CERTIFICATE HOLDER</b> NHDEP11 NH Dept of Environmental Services PO Box 95 29 Hazen Drive Concord, NH 03302-0095	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Matthew Mullard</i>

ACORD 25 (2016/03)

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04/14/2023

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<b>PRODUCER</b> Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Matthew R. Mullard	585-385-0428	CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: krullo@poolepl.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>XL Specialty Insurance Company</b> NAIC # <b>37885</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Gomez & Sullivan Engineers DPC 288 Genesee St Utica, NY 13502-4620		

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD IWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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<b>A</b>	<b>Prof. Liability</b> <b>Pollution Liability</b>	<input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X	DPR5011013	03/18/2023	03/18/2024	<b>PER CLAIM</b> 5,000,000 <b>AGGREGATE</b> 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The above listed policies include 30-day notice of cancellation & waiver of subrogation.

<b>CERTIFICATE HOLDER</b>  NHDEP11  NH Dept of Environmental Services PO Box 95 29 Hazen Drive Concord, NH 03302-0095	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Matthew Mullard</i>
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**Attachment A**  
**Proposal Rankings for the Pemigewasset Protected Instream Flow Study**

Requests for Proposals to conduct instream flow studies on the Pemigewasset River were posted online and distributed by targeted email on January 31, 2023. Proposals were accepted until 4:00 PM on Monday, February 27, 2023. Two proposals were received. NHDES reviewers agreed that each firm had sufficient credentials to be offered an opportunity to interview with the NHDES reviewers. Interviews were held with each firm on March 21, 2023, for approximately an hour and a half each.

The consultants' bids were evaluated based on 1) demonstration of suitable qualifications comprised of the experience and involvement of project members; 2) the appropriateness and clarity of the proposed methods of completing the tasks; 3) the consultant's ability to communicate complex concepts; and 4) cost. Scores were based on the following evaluation criteria and weightings.

- |  |                     |
|--|---------------------|
| <b>1. Specialized Experience of the Project Team</b> | <b>(30 Percent)</b> |
| <b>2. Project Approach</b>                           | <b>(50 Percent)</b> |
| <b>3. Project Cost</b>                               | <b>(20 Percent)</b> |

The consensus of the reviewers was that Gomez and Sullivan represented the best combination of staff experience, study approach and cost. While both firms scored well, Gomez and Sullivan's proposal was independently and unanimously ranked first by all the reviewers. Scores from each review are provided below.

**Scores After Interviews for Firms Submitting Proposals**

	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4
	Rank	Rank	Rank	Rank
Gomez and Sullivan	92.5	93.5	92	94
Normandeau Associates	90.9	82.6	86	83

**NHDES Watershed Management Review Team Members**

Name	Title	Years of Service
Erin Holmes	Administrator	5
Andrew Chapman	Biomonitoring Program Manager	10
Wayne Ives	Instream Flow Specialist	22
Joseph Schmidl	Instream Flow Environmentalist	3