



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



May 22, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **Sole Source** Memorandum of Agreement (MOA) with the New Hampshire Department of Transportation (DOT) (VC# 177927 B001) to perform test borings and soil sampling as needed at state-owned dam sites at a cost not to exceed \$35,000, effective upon Governor and Council approval through June 30, 2015. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442030-0957-034-500161	\$35,000
Dept of Environmental Services, 11,253:1-VI-C Dam Repairs and Reconstruction, Capital Projects	

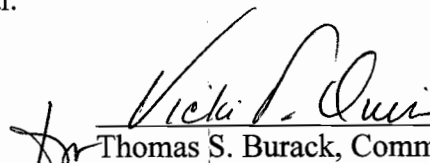
EXPLANATION

Under RSA 482:57, DES is responsible for the maintenance, engineering design, repair and reconstruction of over 270 state-owned dams. Over the next two years, DES is scheduled to complete the design and construction of repairs at several state-owned dams. In order to obtain subsurface information necessary for the final design of the dam repairs, DES needs to have test borings drilled in the dams and soil and rock samples collected for analysis of their engineering properties. DES is requesting authorization to enter a **sole source** MOA with DOT to provide these services on an as-needed basis. The justifications for this **sole source** agreement are: 1) based on DES's recent experience with a drilling contractor at Mendum's Pond Dam, DOT can provide these services at a cost that is approximately 40% less than that of drilling contractors, which should save the State over \$20,000 in obtaining the services to be provided under the agreement; and 2) having DOT provide these services will more fully utilize the state-owned drilling equipment in which the State has already invested significant funds to acquire.

The attached MOA outlines the respective obligations of DOT and DES in completing this work. Under the MOA, DES agrees to reimburse DOT for the costs of the drilling services, which DOT provides, in an amount not to exceed \$35,000 total for state-owned dam projects.

This MOA has been approved as to form, substance, and execution by the Attorney General's Office.

We respectfully request your approval.


Thomas S. Burack, Commissioner

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

MEMORANDUM OF AGREEMENT

Between the New Hampshire Department of Environmental Services – Water Division (NHDES-WD) and the New Hampshire Department of Transportation – Bureau of Materials and Research (NHDOT-M&R) for on-demand services for test borings and retrieval of soil and rock samples at designated state-owned dam sites.

This Memorandum of Agreement (MOA) outlines the general responsibilities of each party and details funding and reimbursement by NHDES-WD.

WHEREAS, the State of New Hampshire owns and operates more than 270 dams in the state; and,

WHEREAS, under NH RSA 482:57 the NHDES-WD is responsible for the operation, maintenance, engineering design, permitting, repair, and reconstruction of most state-owned dams; and,

WHEREAS, exploratory test borings and sample collection are critical data for dam design and construction projects; and,

WHEREAS, NHDES-WD has a need for exploratory test borings and sample collection services at most dams where major repairs and/or reconstruction are to be done and an on-demand agreement provides the most efficient process to request these services; and,

WHEREAS, NHDOT-M&R can provide exploratory test borings and sample collection services,

NOW THEREFORE, in order to provide subsurface information pertaining to the dam fill material as well as the natural soil, bedrock and groundwater conditions beneath the dams, NHDOT-M&R may perform the necessary drilling/test boring, sampling and monitoring well installations as appropriate at dams at the request of NHDES-WD.

The NHDES-WD Engineer, in consultation with the NHDOT-M&R Engineer, will determine the number and location of borings, as well as the boring depths and sampling intervals. The need for observation wells, well pipe configuration, and field tests will also be cooperatively determined. Soil samples will be retrieved with a 2 inch standard split-spoon sampler. NHDES-WD will be responsible for completion of the subsurface exploration logs, unless it is requested the NHDOT-M&R staff complete the exploration logs; in which case, the logs will be completed in accordance with standard NHDOT-M&R standard practices. Each test boring, not to be developed as a monitoring well, shall be backfilled with a suitable low permeability material such as bentonite, or other acceptable material upon completion. NHDES-WD will be solely responsible for acquiring Dig-Safe clearance prior to NHDOT-M&R arrival at each dam site and will provide Dig-Safe Ticket number to NHDOT-M&R at their request. The NHDES-WD Engineer shall provide a copy of completed test boring logs with pertinent information including subsurface data, well location information and well construction details to the NHDOT Drilling Superintendent for use in submitting a well completion report to the DES Water Well Board as required by RSA 482-B:10.

The NHDES-WD will make each request for services in writing (email is acceptable) and will cooperatively agree to a work schedule with NHDOT-M&R for each project.

The NHDES-WD will supply any materials, labor and equipment necessary to provide access onto the dams for NHDOT-M&R drilling equipment. An engineer from NHDES-WD, or under contract with NHDES-WD, will be on site to provide guidance in the final location of test borings, monitoring well installation, and in the procurement of soil and rock samples.

The NHDES-WD will provide funding reimbursement from Account #03-44-44-442030-0957-034-500161 to the NHDOT-M&R for actual expenses incurred for labor, equipment, and materials plus appropriate overhead for each dam. The total cost of the work to be completed shall not exceed \$35,000.00 and will be billed by NHDOT-M&R to the NHDES-WD after the work is completed at each dam site.

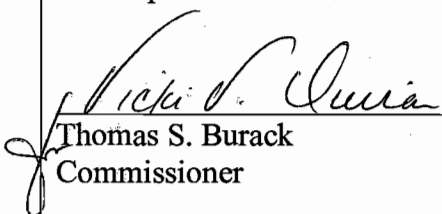
Either party may terminate this agreement upon written notice to the other, forty-five (45) days prior to the termination. Upon termination, NHDOT-M&R will be paid for all work completed prior to termination.

This agreement shall continue in effect until June 30, 2015, unless terminated earlier by either party, or extended in writing by subsequent agreement of the parties and acceptance by the Governor and Executive Council.

In WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective on the date of approval by the Governor and Executive Council.

NHDES Water Division Dam Bureau
29 Hazen Drive
P.O. Box 95
Concord, NH 03302-0095

NH Department of Environmental Services


Thomas S. Burack
Commissioner

5/13/13
Date

NH Department of Transportation


David J. Brillhart, P.E.
Assistant Commissioner

4/29/13
Date

Approved by the New Hampshire Attorney General's Office as to form, substance, and execution.


Assistant Attorney General

5-14-13
Date