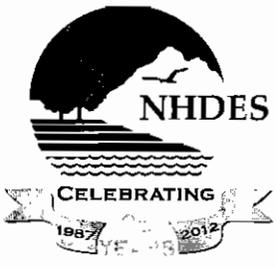


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The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*

October 25, 2012

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend an agreement (PO# 100631) with Jeffrey H. Taylor & Associates, Inc. (VC# 172639), Concord, NH for facilitation and research services in support of the Salt Reduction Workgroup relative to the I-93 expansion project by (a) extending the completion date to December 31, 2014 from December 31, 2012, (b) changing the schedule and payment amounts associated with Tasks 7, 8, and 9 and (c) increasing the contract amount by \$7,000 to \$127,800 from \$120,800. The amendment shall be effective upon Governor and Council approval through December 31, 2014. The original agreement was approved by the Governor and Council on April 4, 2007, G&C Item # 63A. 100% Interagency Transfer Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-1522-102-500731	\$7,000
Dept of Environmental Services, I-93 Chloride TMDL, Contracts for Program Services	

**EXPLANATION**

This agreement is due to expire on December 31, 2012. Under a Memorandum of Agreement with the Department of Transportation (DOT), the DES is working together with DOT to develop an implementation plan to reduce chloride use in four impaired watersheds in the I-93 corridor. Nearly all of the chloride imported to the impaired watersheds is from winter road salt application. The agencies have formed a Salt Reduction Work Group to develop implementation plans to address salt application from state, municipal, and private sources. As part of the MOA, DES hired Jeffrey H. Taylor & Associates to analyze and report on potential solutions for salt reduction and to facilitate the work of the Salt Reduction Work Group.

The extension is needed because the I-93 Salt Reduction Work Group and Steering Committee require more time between meetings than initially envisioned in order to develop and amend municipal salt reduction plans, to evaluate salt reduction data and continue to manage programs accordingly, and to address driver safety issues. The Work Group is adaptively managing salt reduction plans to meet water quality and highway safety goals. DES is requesting this amendment to the agreement in order to provide Jeffrey H. Taylor & Associates, Inc. additional time and funding for their facilitation services. Please see Attachment A for copies of the original Contract and Amendments.

In the event that federal or other funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

Thomas S. Burack, Commissioner

**Agreement for Services with Jeffrey H. Taylor & Associates, Inc.**  
Amendment No. 3

This Agreement (hereinafter called the "Amendment") dated this 10<sup>th</sup> day of September, 2012, 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 Jeffrey H. Taylor & Associates, Inc., acting by and through its President, Jeffrey H. Taylor (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 4, 2007, and amended on December 18, 2008, and June 22, 2011 the Grantee 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 Grantee 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 1.6 of the agreement and amended in Section 1(A) of Amendment 2 shall be changed from December 31, 2012 to December 31, 2014.
  - (B) The Contract Price and Method of payment as set forth in Exhibit B and amended in Amendments 1 and 2 shall be further amended to change the schedule and payment structure for Tasks 7 through 9. Amounts are payable upon submission of minutes of the meetings and presentations for completed Tasks as follows (meetings and payments in gray boxes have been completed at this time):

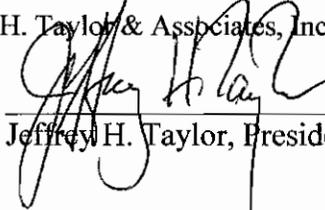
Task	Description	Calendar 2008	Calendar 2009	Calendar 2010	Calendar 2011	Calendar 2012	Calendar 2013	Calendar 2014	Total by Task
7	Steering Comm. Meetings	No meetings = \$0	5 meetings @ \$1,400 = \$7,000	3 meetings @ \$1,500 = \$4,500	3 meetings @ \$1,500 = \$4,500	\$1,600 each Allow for 2 = \$3,200	\$1,300 each Allow for 3 = \$3,900	\$1,300 each Allow for 3 = \$3,900	\$27,000
8	Working Group Meetings	3 meetings @ \$1000 = \$3,000	1 meeting @ \$1,000 = \$1,000	4 meetings @ \$1,200 = \$4,800	1 meeting @ \$1,200 = \$1,200	1 meeting @ \$1,300 = \$1,300	\$1,300 each Allow for 1 = \$1,300	\$1,300 each Allow for 1 = \$1,300	\$13,900
9	Outreach Presentations	No meetings = \$0	No meetings = \$0	No meetings = \$0	1 meeting @ \$1,200 = \$1,200	\$1,300 each Allow for 1 = \$1,300	\$1,300 each Allow for 1 = \$1,300	\$1,300 each Allow for 1 = \$1,300	\$5,100
	Total by Year	\$3,000	\$8,000	\$9,300	\$6,900	\$5,800	\$6,500	\$6,500	\$46,000

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

Initial JH Date 9/10/12

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.

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

Jeffrey H. Taylor & Associates, Inc.  
By   
Jeffrey H. Taylor, President

STATE OF NEW HAMPSHIRE  
COUNTY OF Mercur

On this the 10<sup>th</sup> day of September, 2012, before the undersigned officer, personally appeared Jeffrey H. Taylor, President who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

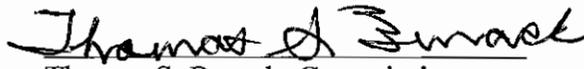
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
enter name notary public/JOP, select title

My Commission Expires: date

DIANE T. BURLEIGH, Notary Public  
My Commission Expires April 13, 2016

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Thomas S. Burack, Commissioner

Approved by Attorney General this 25 day of October, 2012

OFFICE OF ATTORNEY GENERAL

By   
Eva Millard, AAG

Jeffrey H. Taylor & Associates  
136 North Main Street, Suite 4  
Concord, NH 03301  
603-224-6555

**Corporate Resolution**

**I, Emily Taylor, hereby certify that I am duly elected Clerk/Secretary of Jeffrey H. Taylor & Associates. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 3, 2007, at which a quorum of the Board was present and voting.**

**VOTED: That Jeffrey H. Taylor, President, is duly authorized to enter into a specific agreement for the provision of services to the State of New Hampshire, Department of Environmental Services, relative to the Salt Workgroup Taskforce, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.**

**I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of 9/18/2012 and that Jeffrey H. Taylor is duly elected President of this corporation.**

**DATED**

9/18/2012

**ATTEST**

Emily Taylor

# 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 JEFFREY H. TAYLOR & ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 29, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of September, A.D. 2012

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

William M. Gardner  
Secretary of State



**Attachment A: Copy of Original Agreement and Amendments**



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 19, 2007

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

APPROVED G & C

DATE 4 April 2007  
ITEM # 63A

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a contract with Jeffrey H. Taylor & Associates, Inc. (Vendor Code 120317), Concord, NH in the amount of \$81,800 for facilitation and research services in support of the Salt Reduction Workgroup relative to the I-93 expansion, effective upon Governor and Council approval through December 31, 2008. (100% Other funds.)

Funding is available in account I-93 Chloride TMDL as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, and contingent upon the availability and continued appropriation of funds.

	FY 2007	FY 2008	FY 2009
010-044-1522-090-0515 Other Expenditure	\$28,000.00	\$40,000.00	\$13,800.00

EXPLANATION

The Department of Environmental Services (DES) and the Department of Transportation (DOT) are working cooperatively to assess how widening of the Interstate 93 between Salem and Manchester and other roads and infrastructure affect the water quality in streams in the area. The occurrence of chloride above acute and chronic water quality criteria for the protection of aquatic life has been found in some streams in drainage areas through which I-93 passes. DES and DOT are determining the extent of these water quality issues in the region and developing potential actions to reduce chloride levels affecting local stream quality. DES and DOT have developed a Memorandum of Agreement (approved by Governor and Council on June 21, 2006, Item 86) outlining the roles and responsibilities for completing water quality studies to determine the total maximum daily load (TMDL) of chlorides for the affected water bodies. The TMDL for a water body is the maximum chloride load that the water body can assimilate without violating water quality standards.

Preliminary estimates for the TMDL study indicate that in order for the impaired waters to meet the chloride standard required by law, salt application from state, local, and private sources in the corridor needs to be reduced by 30-70%. A Salt Reduction Workgroup comprised of state, local, and private salt applicators was formed recently to develop a plan to reduce salt loads in the watersheds. DES and DOT agreed to hire a contractor to provide facilitation and research services for the Workgroup.

A Request for Qualifications/Request for Proposals (RFP) was published in the Manchester Union Leader on January 11, 12, and 13, 2007. E-mails, dated January 8, 2007, were sent to a list of 14 contractors notifying them of the RFP. The RFP was posted to the DES main website, RFP page, Watershed Management Bureau and Watershed Assistance pages, from January 9, 2007 until January 22, 2007. The deadline for submittals of qualification packages was January 19, 2007 at 4 p.m.

Six proposals were received by the deadline. The proposals were reviewed by representatives from DES, DOT, the Federal Highway Administration (FHWA), and the Environmental Protection Agency (EPA).

Table 1: Proposal review team

Name	Title	Agency
Paul Currier, P.E.	Administrator, Watershed Management Bureau	DES
Eric Williams	Assistant Administrator, Watershed Management Bur.	DES
Phil Trowbridge, P.E.	Coastal Scientist	DES
Barbara McMillan	Watershed Outreach Coordinator	DES
Myra Schwartz	Environmental Planner	EPA
William F. O'Donnell, P.E.	Environmental Program Manager	FHWA
William Cass, P.E.	Assistant Director of Project Development	DOT
William Hauser	Administrator, Bureau of Environment	DOT
Mark Hemmerlein	Water Quality Program Manager, Bur. of Environment	DOT
Caleb Dobbins, P.E.	State Maintenance Engineer	DOT
Steve Gray, P.E.	Project Manager, Bureau of Highway Maintenance	DOT

Each reviewer used a standardized scoring sheet, which was based on the evaluation criteria listed in Section IV(1) of the RFP. All of the scores for each proposal were summed to calculate a cumulative score for each proposal, which are shown in Table 2.

Table 2: Summary of review scores for each proposal

Proposal	Cumulative Score
Jeffrey H. Taylor & Associates, Inc.	125.5
Yellow Wood Associates, Inc.	122.0
Naturesource communications/VHB	109.0
Market Decisions/Good Group Decisions	103.5
Adamant Accord/RESOLVE	85.0
NorthMark Group	64.0

The proposal reviewers met on January 30, 2007, at DES to discuss the proposals. The group agreed that the highest scoring proposal from the Jeffrey H. Taylor & Associates, Inc. (JHTA) team was the best value for the project. The team's experience with similar projects, expertise in social marketing and acceptable costs made it the best value proposal. DES checked two references for each of the top two ranked proposals. The reference check affirmed the decision to offer the contract to the JHTA team.

DES negotiated a scope of services and payment schedule with the highest qualified firm, the JHTA team. The total cost associated with the contract between DES and JHTA is \$81,800. DES will provide 100% of the costs through transfer funds from DOT.

His Excellency, Governor John H. Lynch  
and the Executive Council

Page 3

The contract between DES and JHTA has been approved by the Office of the Attorney General as to form, execution, and content. In the event that Other funds are no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

*Michael Miles, Asst Comm*  
For Thomas S. Barack, Commissioner

COPY

Subject: Facilitation and research services in support of the Salt Reduction Workgroup

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. Identification and Definitions:**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive PO Box 95, Concord NH 03302-0095	
1.3 Contractor Name Jeffrey H. Taylor & Associates, Inc.		1.4 Contractor Address 136 North Main Street, Concord NH 03301	
1.5 Account No. 010-044-1522	1.6 Completion Date December 31, 2008	1.7 Audit Date N/A	1.8 Price Limitation \$81,800
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number (603)271-3503	
1.11 Contractor Signature <i>Jeffrey H. Taylor</i>		1.12 Name & Title of Contractor Signer Jeffrey H. Taylor, President	
1.13 Acknowledgment: On <u>3/1/07</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 she executed this document in the capacity indicated in block 1.12. State of New Hampshire County of <u>Merrimack</u>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Bandra L. Kocher</i>		BANDRA L. KOCHER, Notary Public My Commission Expires August 31, 2010	
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Bandra L. Kocher</i>			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		1.15 Name/Title of State Agency Signer(s) Thomas S. Burack, Commissioner	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By:		Director, On:	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: <i>[Signature]</i>		Assistant Attorney General, On: <u>3/2/07</u>	
1.18 Approval by the Governor and Council			
By:		On:	
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

## 5. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B; incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

## 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. In addition, the vendor 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 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 and conditions of this Agreement.

## 7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

## 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 ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily on a schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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, formulas, 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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to the including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emolument provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written 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 shall survive the termination of this Agreement.

## INSURANCE AND BOND.

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, both for the benefit of the State, 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 \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **CONSTRUCTION OR 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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

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

## EXHIBIT A

### SCOPE OF SERVICES

Jeffrey H. Taylor & Associates, Inc. (JHTA) of Concord, NH, will complete the following facilitation and research services in support of the Salt Reduction Workgroup.

1. JHTA will facilitate and coordinate five meetings of the Salt Reduction Workgroup between July 2007 and December 2008. For each meeting of the Workgroup, JHTA will organize meetings with a Steering Committee consisting of representatives of the Department of Environmental Services (DES), the Department of Transportation (DOT), the Federal Highway Administration (FHWA) and the Environmental Protection Agency (EPA) before and after the Workgroup meeting. JHTA will handle the scheduling of these meetings, make logistical arrangements, develop the agenda, and prepare the minutes for each meeting. The meetings will occur in July 2007, October 2007, April 2008, July 2008 and November 2008 unless DES and JHTA mutually agree to a change in this schedule.

Deliverables: Five Workgroup meetings  
Ten Steering Committee meetings  
Deadline: December 31, 2008

2. JHTA will work directly with the Steering Committee and the Workgroup to develop the criteria for the Salt Reduction Grant Program. This will involve facilitated discussions and consensus decision making within the Workgroup. In order to facilitate these discussions in a timely manner, JHTA will e-mail statements and other items to the Workgroup members prior to a presentation at the Workgroup meeting.

Deliverables: Criteria for distributing funds through the Salt Reduction Grant Program which are acceptable to all Workgroup members  
Deadline: July 31, 2008

3. JHTA will conduct structured, face-to-face interviews with all Workgroup members. JHTA will use a standardized survey instrument that includes both close-ended and open-ended questions that produce quantitative and qualitative data, respectively. The survey instrument will be presented to the Steering Committee before any interviews are conducted. At the conclusion of the interview process, the results will be coded, checked for completeness, and verified by JHTA. Statistical analyses of the quantitative survey data will be conducted using Statistical Package for the Social Sciences (SPSS) to test multiple hypotheses, including identifying the relationships between perceptions and barriers to the reduction of road salt. The qualitative data will be inductively analyzed into conceptual categories and patterns that emerge from the data itself and are relevant to the research questions used to create the interview protocol. In addition to the Workgroup interviews, JHTA will interview researchers from Plymouth State University who are currently studying chloride loading by

private contractors. The findings from the interviews will be summarized in the final report on the following topics, at a minimum:

- a. Identification of specific best management practices, techniques, and technologies used to reduce the application of salt to roadways and parking lots;
- b. Identification of behaviors of the driving public, of safety service personnel, of elected officials, and of road maintenance staff relative to the application of salt to roadways and parking lots;
- c. Identification of the optimal target audience, and communication strategies for a salt reduction outreach, education, and hands-on technical assistance program within the corridor communities;
- d. Identification of feasible methods by which to obtain accurate information on salt usage for winter road maintenance by state, private, and municipal applicators;
- e. Identification of possible regulatory approaches for reducing the application of salt to roadways and parking lots, and the effects it would have on their operations; and
- f. The identification of optimal criteria for distributing funds under the Salt Reduction Grant Program.

**Deliverables:** A standardized survey instrument.

Face-to-face interviews with all Workgroup members (approx. 42)

Face-to-face interviews with Plymouth State University researchers

**Deadline:** June 30, 2007

4. JHTA will conduct a literature and Internet search for technologies, practices, outreach, grant programs, regulatory approaches, and social marketing methods that have been used effectively to reduce the application of salt to roadways and parking lots in communities in North America. As with the interviews, this research will encompass the following topics at a minimum:

- a. Identification of specific best management practices, techniques, and technologies used to reduce salt application to roadways and parking lots;
- b. Identification of behavior modification programs for the driving public, safety service personnel, elected officials, and road maintenance staff that reduced the application of salt to roadways and parking lots;
- c. Identification of outreach, education, and hands-on technical assistance programs that reduced the application of salt to roadways and parking lots;
- d. Identification of accurate monitoring programs for salt use by winter road maintenance applicators (private, municipal, state, other); and
- e. Identification of regulatory approaches that effectively reduce salt application to roadways and parking lots.

**Deliverables:** See report deliverables under Task 6

**Deadline:** See report deliverables under Task 6

5. JHTA will convene and interview four focus groups of the driving public in southern New Hampshire. The focus groups should consist of commuters and local drivers selected using a statistically valid technique. The focus group interviews should gather information about drivers' expectations for road conditions during winter weather, values regarding water quality in streams near the roadways, and willingness to change behavior to achieve water quality standards.

Deliverables: Four successful focus group events summarized in short reports

Deadline: December 31, 2007

6. JHTA will summarize research from Tasks 2, 3, 4 and 5 in two reports to the Salt Reduction Workgroup. The first report will summarize the information gathered from the structured interviews with the Workgroup members (Task 3). The focus of this first report will be on barriers to reducing salt usage in the watersheds. The second report will summarize the information gathered from the Workgroup meetings and from the structured interviews of Workgroup members (Tasks 2 and 3), the literature/Internet research (Task 4), and the focus group research (Task 5). The focus of the second report will be possible solutions to reduce salt usage on roadways and parking lots. Each report will be delivered to the Workgroup by email after Steering Committee approval, and then JHTA will give a presentation to the Workgroup on each report at a subsequent meeting. The topics covered by the two reports will include, but not be limited to, the following:

- a. Identification of specific best management practices, techniques, and technologies to reduce salt application to roadways and parking lots;
- b. Identification of behavior changes needed by the driving public, safety service personnel, elected officials, and road maintenance staff to reduce salt application to roadways and parking lots and the willingness of these parties to change their behavior;
- c. Identification of the optimal design for targeted outreach, education, and hands-on technical assistance programs to all corridor communities to reduce salt application to roadways and parking lots, including coordination with existing and future efforts and other statewide or local initiatives (i.e. I-93 Community Technical Assistance Program, UNH Technology Transfer Program, DOT I-93 website, etc.);
- d. Identification of the optimal methods necessary to obtain accurate information on salt usage for winter road maintenance by all applicators (State, private, municipal, other);
- e. Identification of regulatory approaches to reduce salt application to roadways and parking lots;
- f. Identification of appropriate evaluation criteria for technical funding requests from Workgroup members to reduce salt application to roadways and parking lots;
- g. Identification of a strategy for evaluating and documenting success of sustainable behavior change to implement salt load reductions.

All material presented in the reports will be specific about the impacts of reducing salt on roadways and parking lots to the social, economic and safety considerations of the traveling public and the surrounding communities, as well as the anticipated positive impacts on the natural environment.

- Deliverables:
- a) Summary report on barriers to reducing salt usage
  - b) Presentation of the first report to the Workgroup
  - c) Summary report on possible solutions to reduce salt usage
  - d) Presentation of the second report to the Workgroup

Deadline: Reports due by June 30, 2007 (6a) and December 31, 2007 (6c).  
Presentations due by July 31, 2007 (6b) and April 30, 2008 (6d).

COPY

## EXHIBIT B

### CONTRACT PRICE AND METHOD OF PAYMENT

All services shall be performed to the satisfaction of DES before payment is made. Payments shall be made on the following schedule upon receipt and approval of stated deliverables and upon receipt of an associated invoice.

1. Upon completion of the standardized survey instrument for Task 3	\$8,000
2. Upon completion of 10 face-to-face interviews for Task 3	\$5,000
3. Upon completion of 30 face-to-face interviews for Task 3	\$10,000
4. Upon completion of all interviews in Task 3	\$5,000
5. Upon completion of deliverable 6a from Task 6	\$9,000
6. Upon completion of deliverable 6b from Task 6	\$1,000
7. Upon completion of the 1st workgroup meeting from Task 1	\$2,500
8. Upon completion of the 1st and 2nd focus group summary reports in Task 5	\$6,000
9. Upon completion of the 3rd and 4th focus group summary reports in Task 5	\$6,000
10. Upon completion of the 2nd workgroup meeting from Task 1	\$2,500
11. Upon completion of deliverable 6c from Task 6	\$9,500
12. Upon completion of deliverable 6d from Task 6	\$1,000
13. Upon completion of the 3rd workgroup meeting from Task 1	\$2,500
14. Upon completion of the deliverable for Task 2	\$5,000
15. Upon completion of the 4th workgroup meeting from Task 1	\$2,500
16. Upon completion of the 5th workgroup meeting from Task 1	\$2,500
17. Upon completion of all deliverables in Exhibit A	\$3,800
<b>Total</b>	<b>\$81,800</b>

**EXHIBIT C**

**SPECIAL PROVISIONS**

**Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.**

**COPY**

Jeffrey H. Taylor & Associates  
136 North Main Street, Suite 4  
Concord, NH 03301  
603-224-6555

**Corporate Resolution**

**I, Emily R. Taylor, hereby certify that I am the duly elected Clerk/Secretary of Jeffrey H. Taylor & Associates. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 3, 2007, at which a quorum of the Board was present and voting.**

**VOTED: That Jeffrey H. Taylor, President, is duly authorized to enter into a specific agreement for the provision of services to the State of New Hampshire, Department of Environmental Services, relative to the Salt Workgroup Taskforce, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.**

**I hereby certify that said vote has not been amended or repealed, and remains in full force and effect as of 2/13/07, and that Jeffrey H. Taylor remains the duly elected President of this corporation.**

DATED

2/13/07

ATTEST

Emily R. Taylor

COPY

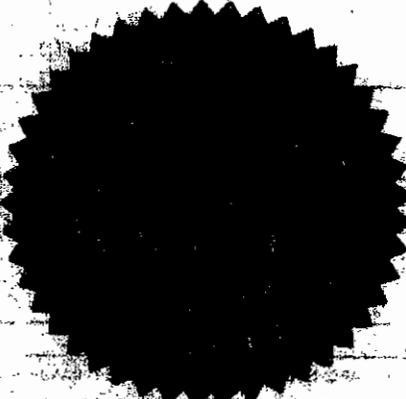
**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, **William M. Gardner, Secretary of State of the State of New Hampshire, do hereby**  
**certify JEFFREY H. TAYLOR & ASSOCIATES, INC. is a New Hampshire corporation**  
**duly incorporated under the laws of the State of New Hampshire on JANUARY 29, 2003.**

**I further certify that all fees and annual reports required by the Secretary of State's office**  
**have been received and that articles of dissolution have not been filed.**

**COPY**



**In TESTIMONY WHEREOF, I hereto**  
**set my hand and cause to be affixed**  
**the Seal of the State of New Hampshire,**  
**this 9<sup>th</sup> day of February, A.D. 2007.**

*William M. Gardner*

**William M. Gardner**  
**Secretary of State**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/14/2007

PRODUCER (603) 647-0800 FAX: (603) 647-0330  
Aspen Insurance Agency  
P O Box 510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Manchester NH 03105

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
JEFFREY H TAYLOR & ASSOCIATES, INC  
136 N MAIN ST STE 4

INSURER A: Hartford Casualty

29424

INSURER B:

INSURER C:

INSURER D:

CONCORD NH 03301

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	048BA273813	1/30/2007	1/30/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
			<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 RE: Salt reduction work group. Certificate holder is an additional insured (CAI) as respects the operation of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Dept of Environmental Service  
Attn: Phil Trowbridge  
PO Box 95  
Concord, NH 03302-0095

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Karen Case*

**Attachment A**

**Budget Estimate**

**Project Title: Facilitation and Research Services in Support of the Salt Reduction Workgroup relative to the I-93 Expansion**

<b>Budget Item</b>	<b>Federal Funds</b>	<b>Match</b>	<b>Total</b>
Salaries and Wages	36,150	\$0	36,150
Employee Fringe Benefits	10,850	\$0	10,850
Travel	3,300	\$0	3,300
Supplies & Services	19,200	\$0	19,200
Equipment	0	\$0	0
Facilities and Admin Costs	12,300	\$0	12,300
<b>Subtotals</b>	<b>\$81,800</b>	<b>\$0</b>	<b>\$81,800</b>
In Kind Contribution		\$0	
<b>Total Project Cost</b>	<b>\$81,800</b>		<b>\$81,800</b>

COPY



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Jeff Marcoux



Thomas S. Burack, Commissioner

December 4, 2008

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

APPROVED G & C  
DATE 12/18/08  
ITEM # 31

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a sole source agreement (CE#191580) with Jeffrey H. Taylor & Associates, Inc. VC# 120317, Concord, NH for facilitation and research services in support of the Salt Reduction Workgroup relative to the I-93 expansion project by extending the completion date to June 30, 2011 from December 31, 2008, and increasing the agreement amount by \$39,000 to \$120,800 from \$81,800, effective upon Governor and Council approval. The original agreement was approved by the Governor and Council on April 4, 2007, G&C Item # 63A. 100% Interagency Transfer Funds.

Funding is available in the I-93 Chloride TMDLs account as follows:

	<u>FY 2009</u>
010-044-1522-102-0731 Contracts for Program Services	\$39,000

EXPLANATION

This agreement is due to expire on December 31, 2008. Under a Memorandum of Agreement with the Department of Transportation (DOT), DES is working together with DOT to develop an implementation plan to reduce chloride use in four impaired watersheds in the I-93 corridor. Nearly all of the chloride imported to the impaired watersheds is from winter road salt application. The agencies have formed a Salt Reduction Work Group to develop implementation plans to address salt application from state, municipal, and private sources. As part of the MOA, DES hired Jeffrey H. Taylor & Associates to analyze and report on potential solutions for salt reduction and to facilitate the work of the Salt Reduction Work Group.

The analysis and report production tasks were completed, along with the contracted number of work group meetings; but due to the complexity of salt use reduction and the regional scope of the problem, the work group needs more time to develop implementation plans. We are requesting approval of this amendment to the agreement in order to provide Jeffrey H. Taylor & Associates, Inc. additional time and funding for facilitation services for the work group to complete the implementation plans. This amendment is considered sole source as the dollar amount of the amendment exceeds 10% of the original contract amount.

In the event that federal, and/or highway funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

*Thomas S. Burack*  
Thomas S. Burack, Commissioner

**Agreement for Services with Jeffrey H. Taylor & Associates, Inc.  
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 4<sup>th</sup> day of September, 2008, 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 Jeffrey H. Taylor & Associates, Inc., acting by and through its President, Jeffrey H. Taylor (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 4, 2007, the Grantee 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 Grantee 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 1.6 of the agreement shall be changed from December 31, 2008 to June 30, 2011.
  - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$81,800 to \$120,800.
  - (C) The Scope of Services as set forth in Exhibit A shall be amended to include the following additional Tasks:

Task 7) Facilitate steering committee meetings of the Salt Reduction Work Group, including communication with steering committee members to arrange meeting dates, locations, and agendas, on an as needed basis not to exceed 20 meetings during the contract period. Prepare minutes for each meeting.

Task 8) Facilitate Salt Reduction Work Group meetings, including communication with work group members to arrange meeting dates, locations, and agendas, on an as needed basis not to exceed 6 meetings during the contract period. Prepare minutes for each meeting.

Task 9) Conduct outreach presentations to the I-93 corridor communities on salt reduction, not to exceed 5 presentations during the contract period.
  - (D) The Contract Price and Method of payment as set forth in Exhibit B shall be amended to include payment for the additional activities, payable upon submission of minutes for completed Tasks as follows:

Task	Description	Calendar 2008	Calendar 2009	Calendar 2010	Total by Task
7	Steering Comm. Meetings	\$1000/each Allow for 4 = \$4,000	\$1400/each Allow for 8 = \$11,200	\$1500/each Allow for 8 = \$12,000	\$27,200
8	Working Group Meetings	Included in Current Contract	\$1000/each Allow for 3 = \$3,000	\$1200/each Allow for 3 = \$3,600	\$6,600
9	Outreach Presentations	\$800/each Allow for 1 = \$800	\$1000/each Allow for 2 = \$2,000	\$1200/each Allow for 2 = \$2,400	\$4,400
	Total by Year	\$4,800	\$16,200	\$18,000	\$39,000

2. **Effective Date of Amendment:** This 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.

COPY

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

Jeffrey H. Taylor & Associates, Inc.  
By *Jeffrey H. Taylor*  
Jeffrey H. Taylor, President

STATE OF NEW HAMPSHIRE  
COUNTY OF *Merrimack*

On this the *20<sup>th</sup>* day of *August*, 2008, before the undersigned officer, personally appeared Jeffrey H. Taylor, President who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

**COPY**

*Diane T. Burleigh*  
Enter name of notary public/JOP.  
Select title.

My Commission Expires:

DIANE T. BURLEIGH, Notary Public  
My Commission Expires June 7, 2011

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By *Thomas S. Burack*  
Thomas S. Burack, Commissioner

Approved by Attorney General this *3<sup>rd</sup>* day of *December* *2008*

OFFICE OF ATTORNEY GENERAL

By *[Signature]*

RECEIVED

Jeffrey H. Taylor & Associates  
136 North Main Street, Suite 4  
Concord, NH 03301  
603-224-6555

AUG 28 2008

DEPARTMENT OF  
ENVIRONMENTAL SERVICES

**Corporate Resolution**

I, Emily R. Taylor, hereby certify that I am the duly elected Clerk/Secretary of Jeffrey H. Taylor & Associates, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 3, 2007, at which a quorum of the Board was present and voting.

**VOTED:** That Jeffrey H. Taylor, President, is duly authorized to enter into a specific agreement for the provision of services to the State of New Hampshire, Department of Environmental Services, relative to the Salt Workgroup Taskforce, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed, and remains in full force and effect as of 8/27/08, and that Jeffrey H. Taylor remains the duly elected President of this corporation.

DATED 8/27/08

ATTEST

*Emily R. Taylor*

JHT & A

COPY

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify JEFFREY H. TAYLOR & ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 29, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

COPY



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of August, A.D. 2008

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

William M. Gardner  
Secretary of State

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/19/2008

PRODUCER (603)647-0800 FAX: (603)647-0330  
Aspen Insurance Agency  
P O Box 510  
  
Manchester NH 03105  
  
INSURED  
JEFFREY H TAYLOR & ASSOCIATES, INC  
136 N MAIN ST STE 4  
  
CONCORD NH 03301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty	29424
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04SBAPP3813	1/30/2008	1/30/2009	EACH OCCURRENCE \$ 1,000,000								
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

State of New Hampshire  
Dept of Enviromental Service  
PO Box 95  
Concord, NH 03302-0095

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Elaine Haskell/KAREN



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

*Jeff Burack*

Thomas S. Burack, Commissioner

May 27, 2011

APPROVED G & C

DATE 6/22/11

ITEM # 98

C-08-M-01

WIS-WMB-04-2011-09

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO# 100631) with Jeffrey H. Taylor & Associates, Inc. (VC# 172639), Concord, NH for facilitation and research services in support of the Salt Reduction Workgroup relative to the I-93 expansion project by extending the completion date to December 31, 2012 from June 30, 2011, and change the schedule and payment amounts associated with Tasks 7, 8, and 9, effective upon Governor and Council approval. The original agreement was approved by the G&C on April 4, 2007, G&C Item # 63A. 100% Interagency Transfer Funds. No additional funding is requested in this amendment.

EXPLANATION

This agreement is due to expire on June 30, 2011. Under a Memorandum of Agreement with the Department of Transportation (DOT), DES is working together with DOT to develop an implementation plan to reduce chloride use in four impaired watersheds in the I-93 corridor. Nearly all of the chloride affecting the impaired watersheds is from winter road salt application. The agencies have formed a Salt Reduction Work Group to develop implementation plans to address salt application from state, municipal, and private sources. As part of the MOA, DES hired Jeffrey H. Taylor & Associates to analyze and report on potential solutions for salt reduction and to facilitate the work of the Salt Reduction Work Group.

The extension is needed because the I-93 Salt Reduction Work Group and Steering Committee have not required facilitation services at the rate initially envisioned. While the work of these two groups is progressing, DES has found that more time is needed by the work group and steering committee between facilitated meetings to make the most of limited resources. For example, the municipal members of the Work Group had to develop salt reduction plans, which required several months of work before Jeffrey H. Taylor and Associates' facilitation services were required. DES is requesting approval of this amendment to the agreement in order to provide Jeffrey H. Taylor & Associates, Inc. additional time and adjusted funding allocation for their facilitation services. Please see Attachment A for copies of the original Contract and Amendment 1.

In the event that federal or other funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

*Thomas S. Burack*  
Thomas S. Burack, Commissioner

**Agreement for Services with Jeffrey H. Taylor & Associates, Inc.  
Amendment No. 2**

This Agreement (hereinafter called the "Amendment") dated this 6<sup>th</sup> day of January, 2011, 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 Jeffrey H. Taylor & Associates, Inc., acting by and through its President, Jeffrey H. Taylor (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 4, 2007, and amended on December 18, 2008 the Grantee 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 Grantee 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 1.6 of the agreement shall be changed from June 30, 2011 to December 31, 2012.
  - (B) The Contract Price and Method of payment as set forth in Exhibit B and amended in Amendment 1 shall be further amended to change the schedule and payment structure for Tasks 7 through 9. Amounts are payable upon submission of minutes of the meetings and presentations for completed Tasks as follows:

Task	Description	Calendar 2008	Calendar 2009	Calendar 2010	Calendar 2011	Calendar 2012	Total by Task
7	Steering Comm. Meetings	No meetings = \$0	1 meeting @ \$1,400 = \$7,000	3 meetings @ \$1,500 = \$4,500	\$1,500 each Allow for 6 = \$9,000	\$1,600 each Allow for 4 = \$6,400	\$26,900
8	Working Group Meetings	Included in original contract	1 meeting @ \$1,000 = \$1,000	3 meetings @ \$1,200 = \$3,600	\$1,200 each Allow for 1 = \$1,200	\$1,300 each Allow for 1 = \$1,300	\$7,100
9	Outreach Presentations	No meetings = \$0	No meetings = \$0	No meetings = \$0	\$1,200 each Allow for 2 = \$2,400	\$1,300 each Allow for 2 = \$2,600	\$5,000
	<b>Total by Year</b>		\$8,000	\$8,100	\$12,600	\$10,300	<b>39,000</b>

2. Effective Date of Amendment: This 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.

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

Jeffrey H. Taylor & Associates, Inc.

By *Jeffrey H. Taylor*  
Jeffrey H. Taylor, President

STATE OF NEW HAMPSHIRE  
COUNTY OF New Hampshire

On this the 4<sup>th</sup> day of April, 2011, before the undersigned officer, personally appeared Jeffrey H. Taylor, President who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

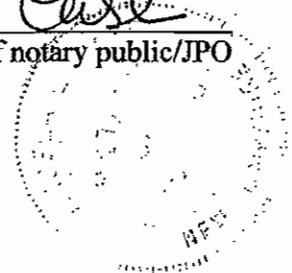
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

**COPY**

*Angela L. Case*  
Name/title of notary public/JPO

My Commission Expires:

ANGELA L. CASE, Notary Public  
My Commission Expires December 11, 2012



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By *Thomas S. Burack*  
Thomas S. Burack, Commissioner

Approved by Attorney General this 31<sup>st</sup> day of May, 2011

OFFICE OF ATTORNEY GENERAL

By *E. Kelly*  
*Evan M. Hollander*

Jeffrey H. Taylor & Associates  
136 North Main Street, Suite 4  
Concord, NH 03301  
603-224-6555

**Corporate Resolution**

I, Emily Taylor, hereby certify that I am duly elected Clerk/Secretary of Jeffrey H. Taylor & Associates. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 3, 2007, at which a quorum of the Board was present and voting.

**VOTED: That Jeffrey H. Taylor, President, is duly authorized to enter into a specific agreement for the provision of services to the State of New Hampshire, Department of Environmental Services, relative to the Salt Workgroup Taskforce, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.**

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 4, 2011 and that Jeffrey H. Taylor is duly elected President of this corporation.

DATED 4/4/11

ATTEST

Emily R. Taylor

COPY

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 JEFFREY H. TAYLOR & ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 29, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

COPY



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April, A.D. 2011

*William M. Gardner*

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2011

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Aspen Insurance Agency P O Box 510  Manchester NH 03105		<b>CONTACT NAME:</b> Allison Canfield <b>PHONE (A/C. No. Ext.):</b> (603) 647-0800 <b>FAX (A/C. No.):</b> (603) 647-0330 <b>E-MAIL ADDRESS:</b> acanfield@aspen-Ins.com <b>PRODUCER CUSTOMER ID #:</b> 00002735													
<b>INSURED</b>  JEFFREY H TAYLOR & ASSOCIATES, INC 136 N MAIN ST STE 4  CONCORD NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td><b>INSURER A:</b> Hartford Casualty Insurance Co</td> <td><b>NAIC #:</b> 29424</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		<b>INSURER A:</b> Hartford Casualty Insurance Co	<b>NAIC #:</b> 29424	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** CERTIFICATE NUMBER: OL1142104388 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	ADOL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		04SRBAPP3813	1/30/2011	1/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

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

<b>CERTIFICATE HOLDER</b>  NH Dept of Environmental Services Attn: Eric Williams P O Box 95 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  Allison Canfield/ALLI <i>Allison Canfield</i>
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