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Department of Environmental Services

Robert R. Scott, Commissioner

8am

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December 08, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to award a **SOLE SOURCE** grant to the Gundalow Company (VC #159463-B001), Portsmouth, NH, in the amount of $25,000 to conduct an on-board environmental education series at locations in the Seacoast region, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the following account:

	FY 2021
03-44-44-442010-3642-072-500575	$25,000

Dept. Environmental Services, Coastal Zone Management, Grants – Federal

EXPLANATION

This agreement is **SOLE SOURCE** because the nonprofit Gundalow Company is the only organization in coastal New Hampshire that offers environmental education programs onboard a historic "floating classroom" and whose mission is to protect the Piscataqua region's environment and maritime heritage. The Gundalow Company's programs connect history with contemporary coastal issues such as water quality, habitat restoration, conservation and stewardship.

As part of its grant application to the National Oceanic and Atmospheric Administration (NOAA), the NHDES Coastal Program submits an annual work program which is reviewed and approved by NOAA. This year's annual work program includes a task for environmental and maritime heritage education and outreach; these funds are specifically targeted for on-board contemporary coastal issues education programs. The NHDES Coastal Program grant funds Gundalow Company education programs that are designed to increase environmental literacy and public awareness of key environmental indicators affecting the water quality of the Great Bay Estuary as well as New Hampshire's history while under sail onboard the Coast Guard certified replica gundalow, the Piscataqua.

The flat-bottomed gundalow would have been used during the 18th and early-19th century to haul freight throughout the Piscataqua River and Great Bay tidal region of New Hampshire. The Gundalow Company uses this vessel as a "floating classroom" to provide education to the general public. Additionally, the Gundalow Company will highlight current local management and conservation efforts through its Contemporary Coastal Issues speaker events; the topics of the presentations may include marine debris collection, river landscaping BMPs, climate change and invasive species, and oyster habitat restoration.

Total project costs are budgeted at $364,853. NHDES will provide $25,000 of the project costs through its Coastal Zone federal grant. The Gundalow Company will provide $339,853 in matching funds.

In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

GRANT AGREEMENT

Subject: Gundalow Education and Outreach Program

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Gundalow Company		**1.4 Grantee Address** 60 Marcy Street Portsmouth, NH 03801	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** December 31, 2021	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $25,000
1.9 Grant Officer for State Agency Christian Williams, NH Coastal Program		**1.10 State Agency Telephone Number** 603-559-0025	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Rich Clyborne, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On 12/31/20, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) Sheila Smith			
1.13.2 Name & Title of Notary Public or Justice of the Peace Sheila Smith, Notary Public			
1.14 State Agency Signature(s)		**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:		Attorney, On: 12/17/2020	
1.17 Approval by the Governor and Council By:		On: / /	

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA; ACCESS.

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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR 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 or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee 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 Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of

Contractor Initials RM

Date 12/3/2020

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 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 of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. 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 waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 Grantee.

19. NOTICE. Any notice by a party hereto 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 first above given.

20. 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.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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.

Contractor Initials
Date 12/3/2020

Exhibit A
Scope of Services

The Gundalow Company will perform the following tasks as described in the detailed proposal titled "Gundalow Education and Outreach Program," which was submitted to NHCP by the Gundalow Company in February 2020:

1. The Gundalow Company will implement place-based educational outreach programs for school groups, youth groups, local residents, and the public that are designed to increase environmental literacy and public awareness of key environmental indicators affecting the water quality of the Great Bay Estuary. Gundalow Company staff will plan, schedule, publicize, teach and evaluate programs for school and youth groups while under sail onboard the Coast Guard certified replica gundalow *Piscataqua* on approximately 120 trips. River Rats Camp, a youth program, will also be offered five mornings a week June-August. In addition, approximately 350 public sails will be offered during the season between June 1-Oct 31. Gundalow Company staff will ensure that all onboard outreach programs are evaluated by participants. The evaluation process will measure levels of environmental and estuarine literacy among students and adults before and after participation in a program.

2. Gundalow Company staff will coordinate Contemporary Coastal Issues events onboard the *Piscataqua* or at shore locations. The programs will highlight current local research and management/conservation efforts and provide information to motivate citizens to become informed and responsible stewards of the watershed. The Gundalow Company will deliver these place-based programs onboard the Coast Guard certified replica gundalow *Piscataqua* while under sail on the tidal rivers of New Hampshire or at public spaces, such as the Gundalow Company office, Sheafe Warehouse, Portsmouth Brewery, or public libraries. Topics may include marine debris collection, river landscaping BMP's, climate change and invasive species, oyster habitat restoration, etc. Participants will be encouraged to consider their role as local river stewards.

3. Gundalow Company staff will implement one teacher workshop featuring program content for up to 20 teachers. The workshop will introduce teachers to the experience their students will have onboard the *Piscataqua* and will also create an opportunity to share ideas about classroom activities that can be included throughout the year to reinforce the lessons learned on the *Piscataqua*. The teacher workshop content will be closely aligned with the National Oceanic and Atmospheric Administration's (NOAA) principles Meaningful Watershed Education Experiences, Environmental Literacy, Estuarine Literacy and "no child left inside," as well as the management plan devised by the Piscataqua Region Estuaries Partnership.

4. Funding Credit: All outreach materials intended for public distribution, including flyers, newsletters, websites, etc., shall include the NOAA, NHCP, and NHDES logos. In addition, a funding credit using the following language shall appear on products intended for public distribution: "This project was funded, in part, by NOAA's Office for Coastal

Contractor Initials
Date 12/3/2020

Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

5. Prepare and submit a semi-annual progress report to the NHCP by July 15, 2021 for the period January 1, 2021 through June 30, 2021.

6. Prepare and submit a final report to NHCP by December 31, 2021. The final report shall be submitted in electronic format as a pdf. The final report shall summarize the project work. The final report shall also include a budget-by-category list of expenditures throughout the course of the project. In addition, include match documentation of all match incurred during the course of the project. On the final report, include funding credit using the language quoted in 4 as well as logos of sponsoring agencies (NHDES, NHCP & NOAA).

Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. Grantee is required to keep supporting documentation records on file for seven years in the event of an audit, including, but not limited to: supervisor approved time records; invoices for supplies and contractual services; and reports of personnel, travel and indirect costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of $25,000. Matching funds provided by the Grantee shall total at least $339,853 of non-federal cash and in-kind services.

Contractor Initials RM
Date 12/13/2020

Exhibit C
Special Provisions

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and15 CFR part 24.33.

VI) ***Debarrment and Suspension.*** The grantee shall comply with15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

Contractor Initials RM
Date 12/13/2020

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule.*** The Grantee shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) ***Drug-Free Workplace.*** The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) ***Bonding requirements.*** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Federal Funding Accountability and Transparency Act (FFATA).*** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 011169651.

Contractor Initials RM
Date 12/31/2020

CERTIFICATE

I, John Lamson, Chair of the Gundalow Company, do hereby certify that:
(1) I am the duly elected Chair;
(2) the Board authorizes the Executive Director to enter into any and all contracts with NHDES;
(3) the Gundalow Company further authorized the Executive Director to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Rich Clyborne

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Gundalow Company, this 3rd day of December 2020

John Lamson, Chair

STATE OF NEW HAMPSHIRE
County of Rockingham
On this the 3rd day of December 2020 before me
Sheila Smith (Print Name of Notary Public) the undersigned officer, personally appeared ~~Catharine Newick~~ John Lamson who acknowledged ~~herself~~ him to be the Chair of the Gundalow Company 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.

Sheila Smith (Signature of Notary Public)
Sheila Smith (Print Name of Notary Public)

Commission Expiration Date: 8/2/22

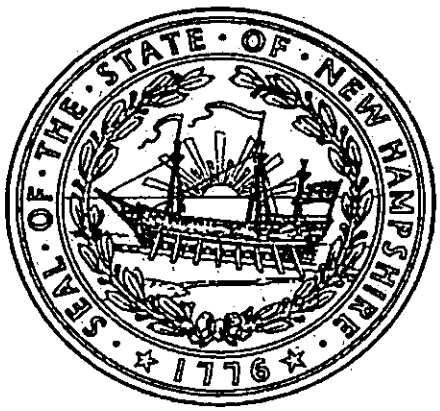
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GUNDALOW COMPANY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 20, 2002. 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: **404979**

Certificate Number: **0005036860**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of November A.D. 2020.

William M. Gardner
Secretary of State

GUNDCOM-01 MBLACKADAR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2020

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 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).

PRODUCER
Smithwick & Mariners Insurance, Inc.
PO Box 250
South Hampton, NH 03827

CONTACT NAME: Marty Blackadar direct line 603-274-9373
PHONE (A/C, No, Ext): (603) 394-7008 FAX (A/C, No): (603) 394-7056
E-MAIL ADDRESS: ~~infosh@smithwick-ins.com~~ mblackadar@smithwick-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Company	
INSURER B: Mass W/C Pool / Liberty Mutual	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gundalow Company
60 Marcy Street
Portsmouth, NH 03801

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	XX		ZOL15P88437 20 ND	8/29/2020	8/29/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WC5-31S-615119-020	12/15/2020	12/15/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Ocean Marine P&I	XX		ZOH15P88357-20-ND	8/29/2020	8/29/2021	Protection&Indemnity	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"Piscataqua" 2011 gundalow replica operation from Prescott Park, Portmouth, NH on the Piscataqua River with a C.G. certificate of inspection to carry passengers - office located at 60 Marcy St., Portsmouth, NH - the certificate holder is an additional insured as their interest may appeear - N.H. Dept. of Environmental Services

CERTIFICATE HOLDER

N.H. Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03302

CANCELLATION

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

Marty Blackadar

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Attachment A
Budget Estimate

Budget Item	State Funding	Match	Total
Salaries & Wages	$25,000	$331,999	$356,999
Employee Fringe Benefits	$0	$0	$0
Contractual	$0	$0	$0
Supplies	$0	$0	$0
Volunteer Time	$0	$0	$0
Facilities and Administrative Costs	$0	$0	$0
Subtotals	**$25,000**	**$331,999**	**$356,999**
In-Kind Contribution		$0	$0
Total Project Cost			**$356,999**