



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



97

December 8, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** amendment to the agreement (PO #1060256) with Milone & MacBroom, Inc. (Vendor Code #163188), Bedford, NH, by increasing the contract amount by \$6,000 from \$45,000 to \$51,000, and revising the scope of work to include supplemental public outreach and participation activities, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on March 11, 2020, Item #53. 100% Federal Funds.

Funding is available in the account as follows:

| | |
|--|---------------|
| | <u>FY2021</u> |
| 03-44-44-442010-1209-102-500731 | \$6,000 |
| Dept. Environmental Services, Coastal Resilience, Contracts for Program Services | |

EXPLANATION

This is a **SOLE SOURCE** request because the amount of the amendment is greater than 10 percent of the original contract price limitation. In addition, the additional public outreach and participation activities outlined in this amendment supplement and build upon the services negotiated in the original Governor and Council approved agreement, which is due to expire on March 31, 2021. Switching to another vendor would both be financially and logistically impractical.

Under the current agreement, Milone & MacBroom, Inc. is providing planning services to prepare the Vision and Coastal Management content for future integration into the Town of Hampton, NH comprehensive Master Plan update in accordance with RSA 674:2. Given the challenges presented by the Coronavirus (COVID-19) pandemic, an amendment to increase the price limitation and revise the scope of services is requested in order to adapt the originally agreed upon public outreach and participation services to keep this time-sensitive project on track and ensure that outreach is still conducted in an equitable and meaningful manner, despite current circumstances. Specifically, this amendment will enable Milone & MacBroom, Inc. to conduct a poster installation and text campaign in lieu of an in-person "pop-up" event, additional virtual public input workshops, a total of eight (8) virtual focus groups with targeted stakeholders, and an additional online survey to collect final public input on the draft master plan

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

Page 2 of 2

vision and coastal management content. Revisions to the scope of work are provided in Exhibit B of the attached contract amendment.

To date, \$30,980 of the original agreement amount of \$45,000 has been spent. Total amended project costs are \$51,000. DES will provide 100% of the project costs through a federal grant. Matching funds are not required for this project. In the event that federal funds become no longer available, general funds will not be requested to support the project.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

Agreement for Services with Milone and MacBroom, Inc.
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 16th day of October, 2020, 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 Milone & MacBroom, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 11, 2020, item #53, 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 Price Limitation as set forth in Paragraph 1.8 of the Agreement and in Exhibit C (Method of Payment and Contract Price) shall be changed from \$45,000.00 to \$51,000.00.
 - (B) Exhibit B (Scope of Services) of the Agreement shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

Task 3: Public Outreach and Participation

Deliverables:

- Stakeholder and Community Champion database
- Media post and publication materials
- Online survey with narrative and tabular result summaries
- ~~Pop-up, Workshop, and/or focus group materials and results; MMI will attend up to three planning events, at least one of which will be held after drafts of the Vision and Coastal Management Content have been completed. These three planning events may include "pop-up" events, workshops, focus groups, or other events. Types of events and the schedule of those events will be initially determined during the initial scoping meeting.~~
- *Poster installation and text campaign to gather information and priorities on master plan vision and coastal resilience content*
- *Two (2) initial virtual workshops to inform the general public of the planning process and collect input on master plan vision and coastal resilience content*
- *Video overview of Hampton's vulnerability to coastal hazards, to be developed in collaboration with the State. The intent of the video is to provide consistent baseline*

Initials: DM

Date: 10/22/20

information to and stimulate discussion among focus group participants. If deemed appropriate by the Town of Hampton Master Plan Steering Committee, the video may also be shared on the Town's website and social media channels.

- Planning and facilitation of eight (8) focus groups with targeted stakeholders to present a video overview of Hampton's vulnerability to coastal hazards and collect input on master plan coastal resilience content. Targeted stakeholders will be confirmed by the Town of Hampton Master Plan Steering Committee, but are likely to include the following: Hampton Coastal Hazards and Adaptation Team (CHAT), Hampton Beach Area Commission (HBAC), Hampton Beach Village District (HBVD), Hampton Area Chamber of Commerce and local businesses, Hampton residents, Hampton youth/students, Hampton-based community organization(s) working with vulnerable and under-served populations, and the Hampton recreational and commercial fishing community. The State, in partnership with the Town of Hampton, will assist with contacting targeted stakeholders and organizing focus group meetings.
- One (1) final virtual workshop to present the draft vision and coastal resilience content to the general public and collect final input.
- Online survey to collect final public input on draft master plan vision and coastal resilience content.
- One (1) presentation of final products to the Town of Hampton Master Plan Steering Committee and/or general public.

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

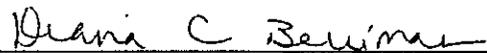
Milone & MacBroom, Inc.

By 
Name: David Murphy
Title: Manager of Water Resources Planning

STATE OF CONNECTICUT
COUNTY OF New Haven

On this the 22nd day of October, 2020, before the undersigned officer, personally appeared David Murphy who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

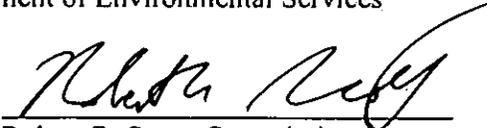
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires: 10-31-23

Initials: DM

Date: 10/22/20

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 17th day of December, 2020

OFFICE OF ATTORNEY GENERAL

By 

Initials: DM

Date: 10/22/20

Certificate of Authority

I, Jeanine A. Gowin, Secretary of Milone + MacBroom, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that David Murphy is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary,
Office/Position of Certifying Officer
of Milone + MacBroom, Inc., this 21st day of October, 2020
Name of Company


Signature of Certifying Officer

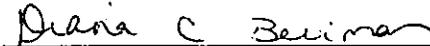
Notarization

State of Connecticut
County of New Haven

On October 21, 2020, before me, Diana C. Beriman,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Jeanine A. Gowin, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Secretary, of Milone + MacBroom, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace

(affix seal)

Commission Expires: 10-31-23

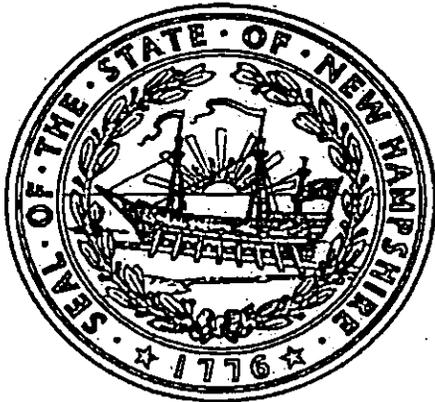
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILONE & MACBROOM, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on April 14, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 432421

Certificate Number: 0005034847



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2020.

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

William M. Gardner
Secretary of State

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 any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|------------------------------------|
| PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186 | CONTACT NAME: Barbara Smith | |
| | PHONE (A/C, No, Ext): 858-587-7532 | FAX (A/C, No): 858-909-9740 |
| E-MAIL ADDRESS: Barbara.Smith@marshmma.com | | |
| INSURED Milone & MacBroom, Inc. 99 Realty Drive Cheshire, CT 06410 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Crum & Forster Specialty Insurance Co | NAIC # 44520 |
| | INSURER B: Alaska National Insurance Company | NAIC # 38733 |
| | INSURER C: Great American E&S Insurance Company | |
| | INSURER D: Transportation Insurance Company | NAIC # 20494 |
| | INSURER E: Old Republic Insurance Company | NAIC # 24147 |
| INSURER F: | | |

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 | ADDSUBR INSR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | EPK133117 | 12/01/2020 | 12/01/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | 6072643657 | 12/01/2020 | 12/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | EFX116358 | 12/01/2020 | 12/01/2021 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | 20LWS09966 | 12/01/2020 | 12/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| E | | N/A | MWC31435420 | 12/01/2020 | 12/01/2021 | |
| A | Professional Liab (Claims Made) | | EPK133117 | 12/01/2020 | 12/01/2021 | \$1,000,000 Each Claim \$2,000,000 Aggregate |
| C | Excess Liability | | XSE652043 | 12/01/2020 | 12/01/2021 | \$5M XS \$5M (Auto) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Planning Services to Develop Vision & Coastal Management Content, MMI #2548-08

| | |
|--|--|
| CERTIFICATE HOLDER New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302-0095 | 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  |
|--|--|



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

February 18, 2020

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

APPROVED G & C

DATE 11 March 2020

ITEM # 53

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a contract with Milone & MacBroom, Inc. (Vendor Code #163188), Bedford, NH, in the amount of \$45,000 to prepare the Vision and Coastal Management content for the Town of Hampton Master Plan update, effective upon approval by Governor and Council, through March 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

| | |
|--|----------------|
| | <u>FY 2020</u> |
| 03-44-44-442010-1209-102-500731 | \$45,000 |
| Dept. Environmental Services, Coastal Resilience, Contracts for Program Services | |

EXPLANATION

The New Hampshire Department of Environmental Services (NHDES) Coastal Program, in partnership with the Town of Hampton, NH, issued a Request for Proposals (RFP) on October 23, 2019 for planning services to develop the vision and coastal management content for the Town of Hampton Master Plan update. Three eligible proposals were received and ranked according to the following evaluation criteria set forth in the RFP: responsiveness to proposal requirements; qualifications of firm and project team members; previous related work and references; and strength of proposed scope of services. The proposal submitted by Milone & MacBroom, Inc., received the highest score and was selected to receive funding. Please see Attachment B for a summary of proposal rankings and proposal evaluation committee members appointed by the Town of Hampton Planning Board Master Plan Steering Committee. Because of the internal subject matter expertise of NHDES staff, the town requested that NHDES directly contract with Milone and MacBroom, Inc. on their behalf.

The purpose of this agreement is to prepare the Vision and Coastal Management content for future integration into the Town of Hampton Master Plan update in accordance with RSA 674:2. The scope of work presented in the selected proposal includes project management, facilitation and coordination; data and information compilation; public outreach and participation; and Vision and Coastal Management content development. The final Vision content will clearly and succinctly lay out a community- and stakeholder-supported future for Hampton, NH and will guide the remainder of the Master Plan update. The final Coastal Management content will identify community vulnerability to coastal hazards and processes, present applicable and recommended management and adaptation strategies, and outline a long-range implementation plan.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

This agreement is part of a larger project competitively funded through a National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award, entitled: *Coast Shift: Changing how the New Hampshire Seacoast Transports, Plans, Permits, and Finances for Resilience*. The goal of the *Coast Shift* project is to catalyze new coordinated partnerships to integrate coastal resilience in four emerging priority focus areas: transportation, community planning, coastal permitting, and financing.

Total project costs are budgeted at \$45,000. NHDES will provide 100% of the project costs through a federal grant. Matching funds are not required for this project. A budget breakdown is provided in Attachment A.

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, content, and execution.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

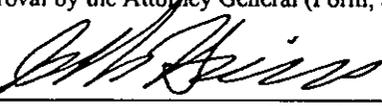
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-------------------------------------|
| 1.1 State Agency Name New Hampshire Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095 | |
| 1.3 Contractor Name Milone & MacBroom, Inc. | | 1.4 Contractor Address 2 Commerce Drive, Suite 110, Bedford, NH 03110 | |
| 1.5 Contractor Phone Number (603) 668-1654 | 1.6 Account Number 03-44-44-442010-1209-102-500731 | 1.7 Completion Date March 31, 2021 | 1.8 Price Limitation \$45,000.00 |
| 1.9 Contracting Officer for State Agency Nathalie Morison, Coastal Program | | 1.10 State Agency Telephone Number (603) 559-0029 | |
| 1.11 Contractor Signature  Date: 1/27/2020 | | 1.12 Name and Title of Contractor Signatory David Murphy, PE, CFM Manager of Water Resources Planning | |
| 1.13 State Agency Signature  Date: 2/20/20 | | 1.14 Name and Title of State Agency Signatory Robert B. Scott, Commissioner, NHDES | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/21/2020 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Contract 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 Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Contractor 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 Contractor shall comply with 2 CFR part 200 Subpart D 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 2 CFR part 200 Subpart E.

IV) **Matching funds.** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

V) **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (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 contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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 Contractor shall comply with the terms of 2 CFR Part 200 Subpart D, 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 Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor 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.** The Contractor shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), 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 Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 174825307.

Exhibit B
Scope of Services

Projective Objectives: Milone & MacBroom, Inc. has been selected to prepare the Vision and Coastal Management content for the Town of Hampton, NH Master Plan update.

Project Tasks: Milone & MacBroom, Inc. will complete the following tasks as described in detail in their proposal, entitled "Planning Services to Develop Vision and Coastal Management Content for the Town of Hampton; NH Master Plan Update – Final Proposed Scope of Work (January 10, 2020)," which is incorporated herein by reference:

Task 1: Project Management, Facilitation, and Coordination

Deliverables:

- Initial project scoping meeting with the Master Plan Steering Committee
- Minimum of eight additional work sessions with the Master Plan Steering Committee
- Engagement of Town Boards, Commissions, Departments via questionnaires/interviews
- Regularly-scheduled, half-hour conference call to occur twice a month through the project with representatives from the MMI Project Team, Town Planning Office, and NHDES Coastal Program

Task 2: Data and Information Compilation

Deliverables:

- Literature Review Memo
- Matrix of Relevant Existing Data and Information
- Maps and Supporting Files Presenting Geographic Data Collected

Task 3: Public Outreach and Participation

Deliverables:

- Stakeholder and Community Champion database
- Media post and publication materials
- Online survey with narrative and tabular result summaries
- Pop-up, Workshop, and/or focus group materials and results; MMI will attend up to three planning events, at least one of which will be held after drafts of the Vision and Coastal Management Content have been completed. These three planning events may include "pop-up" events, workshops, focus groups, or other events. Types of events and the schedule of those events will be initially determined during the initial scoping meeting.

Task 4: Master Plan Content: Vision

Deliverables:

- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of interim drafts of the Vision content, including narratives and graphics
- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of final Vision content, including narratives and graphics
- Maps and supporting files prepared for the Vision content, in ArcMap format
- One (1) interim project progress report covering the period from project start – September 30, 2020 and due no later than October 14, 2020.
- Spreadsheets and charts in MS Excel format containing data presented in the Vision content, related GIS maps, or otherwise collected or produced during the project.

Task 5: Master Plan Content: Coastal Management

Deliverables:

- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of interim drafts of the Coastal Management content, including narratives and graphics
- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of final Coastal Management content, including narratives and graphics
- Maps and supporting files prepared for the Coastal Management content, in ArcMap format
- One (1) interim project progress report covering the period from October 1, 2020 – March 31, 2021 and due no later than March 31, 2021.
- One (1) final project progress report covering the period from project start – March 31, 2021 and due no later than March 31, 2021.
- Spreadsheets and charts in MS Excel format containing data presented in the Coastal Management content, related GIS maps, or otherwise collected or produced during the project.

Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES, NHCP, and Town of Hampton logos and shall state that “This project was funded, in part, by NOAA’s Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program.” All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

Exhibit C
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

The total reimbursement shall not exceed the grant award of \$45,000. No matching funds are required for this contract.

Certificate of Authority

I, Jeanine A. Gowin, Secretary of Milone + MacBroom, Inc.
Printed Name of Certifying Officer Title Name of Company

hereby certify that David Murphy is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary
Office/Position of Certifying Officer
of Milone + MacBroom, Inc., this 29th day of January, 2020
Name of Company

Jeanine A. Gowin
Signature of Certifying Officer

Notarization

State of Connecticut
County of New Haven

On January 29, 2020, before me, Diana C Berriman,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Jeanine A. Gowin, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Secretary, of Milone + MacBroom, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Diana C Berriman
Notary Public or Justice of the Peace

(affix seal)

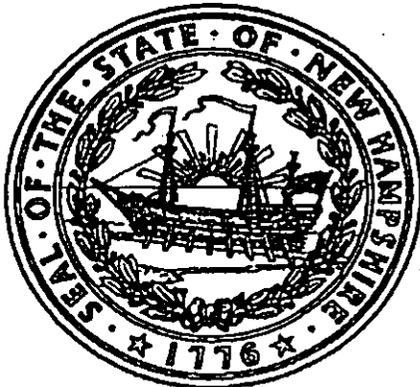
Commission Expires: 10-31-23

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILONE & MACBROOM, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on April 14, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 432421

Certificate Number: 0004797662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of February A.D. 2020.

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)
11/30/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|------------------------------------|
| PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186 | CONTACT NAME: Barbara Smith | |
| | PHONE (A/C, No, Ext): 858-587-7532 | FAX (A/C, No): 858-909-9740 |
| E-MAIL ADDRESS: Barbara.Smith@marshmma.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Crum & Forster Specialty Insurance Co | | 44520 |
| INSURER B: Alaska National Insurance Company | | 38733 |
| INSURER C: Great American E&S Insurance Company | | |
| INSURER D: Transportation Insurance Company | | 20494 |
| INSURER E: Old Republic Insurance Company | | 24147 |
| INSURER F: | | |

INSURED
 Milone & MacBroom, Inc.
 99 Realty Drive
 Cheshire, CT 06410

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | EPK133117 | 12/01/2020 | 12/01/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6072643657 | 12/01/2020 | 12/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EFX116358 | 12/01/2020 | 12/01/2021 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 20LWS09966 | 12/01/2020 | 12/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| E | Y/N N/A <input checked="" type="checkbox"/> | | | MWC31435420 | 12/01/2020 | 12/01/2021 | E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liab (Claims Made) | | | EPK133117 | 12/01/2020 | 12/01/2021 | \$1,000,000 Each Claim \$2,000,000 Aggregate |
| C | Excess Liability | | | XSE652043 | 12/01/2020 | 12/01/2021 | \$5M XS \$5M (Auto) |

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

Project: Planning Services to Develop Vision & Coastal Management Content, MMI #2548-08

| | |
|--|---|
| CERTIFICATE HOLDER New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302-0095 | 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  |



MILONE & MACBROOM

**PLANNING SERVICES TO DEVELOP VISION AND COASTAL
MANAGEMENT CONTENT FOR THE TOWN OF HAMPTON,
NH MASTER PLAN UPDATE**

FINAL PROPOSED SCOPE OF WORK

January 10, 2020 | TOWN OF HAMPTON, NH

New Hampshire Department of Environmental Services in
partnership with
the Town of Hampton, New Hampshire

SECTION D: SCOPE OF WORK

APPROACH

Approach to Community Visioning

A Master Plan Vision is a community's opportunity set forth its imagined future without the constraints of measurability or specificity put on goals, objectives, and actions listed in other parts of the Plan. At the same time, for the Vision to be useful at guiding real action, it must be descriptive enough and comprehensive enough for future community planners to refer back to it to help determine which paths to take. Milone & MacBroom's approach to visioning is to find this balance, creating a Vision that captures community preferences at multiple scales of planning and presents them in a series of clear and directed statements.

Our first step in community visioning is to engage a diverse spectrum of local residents, workers, business-owners, and other stakeholders in order to develop a Vision that is inclusive, comprehensive, and has the support of community members. To reach this diverse group, Milone & MacBroom taps into local networks through "community champions" and municipal contacts, and publicizes participation options through multiple media and locations. Community participation is encouraged by utilizing multiple different engagement techniques over an extended period of time, through in-person and online methods, allowing members of the public with a diversity of abilities and availabilities to take part in the planning.

Engagement is designed to be participatory, engaging, and easily accessible, utilizing imagery and maps, voting, discussions, and hands-on activities. Engagement materials are always made available at public spaces for those whose voices are not captured through online tools.

We use our own experience and expertise to take community input and produce a final product that reflects the public interest and leads to practical, achievable, and consistent recommendations.

Approach to Utilizing Existing Data and Studies

Prior to tackling a given problem, Milone & MacBroom performs a thorough literature review. This review begins with a data collection process wherein we identify local, regional, state, Federal, and even international data sources in collaboration with clients and through our own investigations. These sources are then reviewed for relevant information, summarized in a separate memorandum for future reference, and then incorporated directly and indirectly into the final product.

This extensive literature review is performed to honor work that has already been done, to save time and money by avoiding repeating past efforts, and to ensure consistency across different efforts. In the context of coastal management, ensuring consistency with State and Federal guidelines (and requirements, when they exist), is essential to making a planning product applicable and useful over the long term. We value the research and theoretical components of adaptation and resilience planning.

We look for opportunities to use the research products prepared by local and regional institutions, such as the From Tides to Storms reports put out by the Rockingham Planning Commission, and the New Hampshire Coastal Flood Risk Summary developed by the New Hampshire Coastal Flood Risk Science and Technical Advisory Panel.

Approach to Incorporating State Coastal Guidance

As noted above, ensuring consistency with State guidelines is an important part of our project approach. This will not be a challenge in New Hampshire, as the State has been working hard to put out scientifically robust and practically straightforward guidance for coastal planning in the face of sea level rise and climate change. Having participated in a public feedback workshop on the New Hampshire Flood Risk Summary Part 2 report, we feel confident in our understanding of this guidance and our ability to apply it to the Coastal Management content of the Hampton Master Plan.

Milone & MacBroom has similarly incorporated State Guidance into planning documents in Connecticut (incorporating sea level rise projections put out by the Connecticut Institute for Resilience and Climate Adaptation, CIRCA), Massachusetts (such as through the Massachusetts Municipal Vulnerability and Preparedness program, MVP), and Maine (by using sea level rise and storm surge elevations calculated by the Main Geological Survey in our plans).

Approach to Identifying Coastal Management Goals and Objectives

Our approach to coastal management is to consider the multi-faceted and interconnected nature of coastal systems, which include factors such as real-estate value, recreation and public access, views and viewsheds, working waterfronts and water-dependent uses, water quality and habitat, and flooding and resiliency. Our team of planners works closely with our civil and water resource engineers, landscape architects, and environmental scientists to consider coastal systems holistically and support human use of those systems. The result is plans and projects that are in balance and context with the environment.

Increasing the climate resilience of coastal communities has recently been recognized as one of the most important planning needs as climate continues to change, sea levels continue to rise, and severe storms continue to impact cities and towns. Milone & MacBroom's resilience planning has evolved from the firm's early work on tidal wetlands restoration, flood control/flood mitigation design, and other services of the 1980s and 1990s. Combined with our community planning services of the 2000s through today and our ongoing incorporation of the most up-to-date coastal resilience science, practices, and perspectives, our approach creates planning documents that are robust, applicable, and flexible.

We approach coastal management and resilience with the four cornerstones in mind: prepare, withstand, recover, and adapt. We attempt to answer the following questions:

1. Does the plan help the community or sector prepare for coastal changes and disasters or at least reduce the timeframe or burden associated with preparing?
2. Does the plan help the community or sector withstand coastal changes or disasters by moving or protecting people, infrastructure, etc.?
3. Does the plan help the community or sector recover from coastal changes or disasters by shortening the time or expense needed to restore functionality or operations, or by making services available for recovery?
4. Does the plan help the community or sector adapt by recommending methods to reduce vulnerabilities and therefore reduce risks, even as frequency and severity of changes and events are increasing?

Likewise, we approach risk by tackling its parts – vulnerability and frequency. We understand that vulnerability is much easier to decrease than frequency, and help communities and sectors understand their vulnerabilities and how to reduce them.

We will enable coastal management to be incorporated into the overall Master Plan by both writing a standalone Coastal Management chapter or section, and by providing a “crosswalk” that details how the ideas presented in that section can be addressed in sections covering other topics. This crosswalk may describe, for different plan sections, relevant coastal concerns or issues, important relationships between that section and coastal management, recommended actions applicable to both that section and coastal management, and other considerations.

Final integration of coastal management into the larger Master Plan may mean simply including the standalone Coastal Management chapter, adding a subsection within relevant chapters addressing coastal management, noting coastal management throughout relevant chapters, including sector- specific coastal management recommendations, or some combination of the above.

Approach to Project Management

Milone & MacBroom recognizes the importance of communicating regularly and consistently with our clients, especially in cases such as this with multiple stakeholders and invested parties. Coordinating with NHCP and the Town of Hampton Master Plan Steering Committee (“the Committee”) throughout the project will be a central building block to our approach; additionally, we will communicate regularly with any firm that is hired to develop other aspects of the Master Plan Update to ensure consistency between deliverables.

TECHNICAL PLAN

Based on the Request for Proposals, we have prepared the following scope of services. **This is the final scope of services, as modified in the contract negotiation process.** Having completed numerous comprehensive plans and coastal resiliency plans over the past decade, we have developed a systematic approach to the planning process, producing high-quality products for our clients. While we rely on systematic processes, our approach to each assignment is tailored to meet the desires, unique concerns and issues faced by the community.

Task 1: Project Management, Facilitation, and Coordination

An initial project scoping meeting with the Master Plan Steering Committee and Planning Staff will formalize the work and identify primary points-of-contact and preferred communication platforms and schedules. Over the course of the rest of the project period, a minimum of eight additional worksessions with the Committee will be scheduled to review progress and facilitate coordination and communication between municipal departments, boards and commissions, and the Board of Selectmen. Review periods and work session schedules will be identified during the initial project scoping meeting. The meeting will also formalize public engagement and outreach plans, and project tasks and deliverables.

The eight Steering Committee work sessions provide additional opportunities for further public education and engagement, especially if the Town can broadcast live and/or provide video recordings on the Town website. This option will be discussed at the initial meeting.

Town Boards and Commissions will be engaged early in the planning process, likely through questionnaires, to identify their top concerns and strategic goals related to the Master Plan Vision or Coastal Management content. Interviews may be conducted with Town Department heads to verify data and information, and to understand current concerns and strategic objectives. These municipal stakeholders will also be invited to participate in public engagement efforts, described later.

In addition to the Steering Committee work sessions, Milone & MacBroom will arrange for a regularly-scheduled, half-hour conference call to occur twice a month throughout the project. Representatives of the MMI Project Team, the Town Planning Office, and the NHDES Coastal Program will be invited to participate in each call. The calls will be an opportunity to share updates on project progress, provide feedback on completed tasks, coordinate efforts, and revisit the project steps and timeline if necessary.

Task 2: Data and Information Compilation

Data Compilation and Review

Existing plans and data sources will be confirmed, and data gaps identified, at the initial project scoping meeting. Milone & MacBroom will compile and review all relevant documents, studies, and data for information useful in guiding Vision and Coastal Management content. Information reviewed will include the previous Master Plan, existing coastal risk studies, State and Federal technical papers, previous visioning efforts, other initiatives identified in the RFP and other sources identified through collaboration with the Committee and through research.

Milone & MacBroom will reach out to Town departments, boards and commissions, and the Board of Selectmen to provide each with an opportunity to identify information and documents for inclusion in the review.

A sample of some of the documents and sources to be reviewed when considering the long-term coastal management needs of Hampton are:

- "From Tides to Storms: Preparing for New Hampshire's Future Coast" by the Rockingham Planning Commission in September 2015 warns of degradation of Taylor River wetlands, and specifically notes that the Ocean Boulevard reconstruction project will be affected by future coastal flooding.
- "New Hampshire Beaches: Shoreline Movement and Volumetric Change" by Olsen and Chormann of the New Hampshire Geological Survey in January 2017 analyzes changes to the Hampton beaches over time. A GIS layer developed from this work will be used to assess potential threats to the Town.
- Town of Hampton Hazard Mitigation Plan Update 2016 lists areas of concern and mitigation actions of interest to the Town.
- "New Hampshire Coastal Flood Risk Summary" by the New Hampshire Coastal Flood Risk Science and Technical Advisory Panel (STAP) comes in two parts. "Part I: Science" was published in 2018 and provides projections sea level rise, coastal storms, groundwater rise, precipitation, and freshwater flooding for coastal New Hampshire. Sea level is likely to rise by 1-3 feet by 2100, increasing the impacts of storm surge and causing a corresponding rise in groundwater levels. Increased groundwater salinity may degrade the Hampton-Seabrook estuary, and rising high tides may increase the tidal currents within that estuary by more than 85%. Increasing storm intensity is also expected.
- "Part II: Guidance for Using Scientific Projections," currently in draft form, provides state-preferred design guidelines for projects in coastal areas, and includes consideration of sea level rise, groundwater rise, increasing storm intensity, and changing coastal currents and sediment dynamics.
- "Flooding in Hampton, NH Situation Assessment" prepared for the Seabrook-Hampton Estuary Alliance in January 2019 (draft). This assessment compiled existing relevant documents and information about flood impacts to Hampton, gathered public input through a survey and interviews, and formed the Hampton Coastal Hazards Adaptation Team. The public survey found that many residents are concerned about flooding, and among other impacts have experienced flooding of important local roads. There is significant interest in managed retreat in the face of climate change. In interviews, participants indicated that Hampton Beach generally and Ashwood Avenue specifically are vulnerable to flooding. The need to maintain access to new development was discussed.
- "Integrated Analysis of the Value of Wetland Services in Coastal Adaptation; Methodology and Case Study of Hampton-Seabrook Estuary, New Hampshire" by Kirshen, et al. 2018, analyzed current and future conditions in the Hampton-Seabrook Estuary, performed a social vulnerability assessment, and recommended adaptation options. The report notes that present day storms regularly send water and stones over the seawalls protecting Ocean Boulevard, and that storms with rising sea levels will transport massive amounts of beach sediment over the walls. The report recommends fortifying and elevating the seawalls, elevating the road in some areas, building a greenway that is raised so users can see over the wall, and nourishing beaches on the ocean side of the road to protect the walls and attract tourists. Building back-barrier berms on the salt-marsh side of the road, and dunes in other areas, is also recommended.
- "Site Assessment and Preliminary Designs to Mitigate Flooding in Hampton, NH Neighborhoods by Restoring Hampton-Seabrook Estuary Salt Marsh." The Town of Hampton has secured funding from the National Fish and Wildlife Foundation to perform a comprehensive flood study of the tidal wetland side of the Hampton Beach area and the Meadow Pond area, and to prepare preliminary designs for flood mitigation strategies that restore natural hydrology and improve salt marsh habitat. One key phenomenon the study will be investigating is the interaction between seawater from the ocean and freshwater from runoff and the wetland during flood events. The study will also look at issues with the storm drainage network, which is often full of water and unable to function properly. We will be able to coordinate with the study as it progresses, using data collected and models developed for the study to inform coastal management planning.

A memorandum summarizing the findings of this literature review, and a matrix of data and objectives relevant to the Master Plan Vision and Coastal Management component will be delivered to the Town.

Deliverables:

- Literature Review Memo
- Matrix of Relevant Existing Data and Information
- Maps and Supporting Files Presenting Geographic Data Collected

Task 3: Public Outreach and Participation

Effective community participation is vital to successful development of a Master Plan Vision and Coastal Management content, as well as all other aspects of comprehensive planning. Public outreach and engagement efforts conducted for this project will provide opportunities for members of the public to give input on drafts and the final products for the Vision and Coastal Management content, while also building awareness of and interest in the overall Master Plan update process.

Milone & MacBroom anticipates implementing a variety of creative and inclusive strategies. We will work with the Committee to

determine preferred methods and timing. Following each engagement effort, we will review successes and challenges with the Committee to guide ongoing engagement.

Special attention will be placed on engaging socially vulnerable and traditionally underrepresented populations in Hampton. Such engagement will be accomplished by using a diversity of engagement tools and by resolving common barriers to participation from underrepresented groups. This may include:

- Holding outreach events in locations where marginalized populations live or congregate (such as local community centers, churches, the senior center, or even grocery stores and parks)
- Limiting scheduling barriers for public engagement (for example, holding workshops at multiple different times or days)
- Identifying community champions to reach populations that may not trust government officials or consultants that contact them
- Providing informational in multiple languages and in formats that are accessible to disabled individuals, or individuals without computer access or literacy
- Providing childcare options, if possible, at meetings so that parents are able to attend
- Explicitly sharing how we are incorporating feedback from the public so that communities who have historically experienced disenfranchisement recognize that they are being heard
- Specifically, we anticipate using some combination of the following engagement methods:

Stakeholder Identification

- A database of stakeholders will be compiled throughout the planning process and used in all subsequent community engagement efforts.
- "Community Champions" will be identified - these are trusted local organizations/ individuals who can directly reach or engage a variety of stakeholders, especially those groups who traditionally do not participate in community planning. Town Staff will initiate contact with Champions to explain the comprehensive planning process, and ask for assistance in engaging the groups they represent. The goal is for community members to receive information and get engaged through trusted local sources

Social Media and Online Presence

- A project-specific e-mail account will be established and monitored to encourage and accept public input throughout the planning process.
- Milone & MacBroom will assist Planning Staff, or a designee, in preparing appropriate postings and promotions for any official Town / comprehensive planning social media accounts used throughout the planning process.
- Milone & MacBroom will prepare materials for publications, news releases, and other media as needed to enhance citizen understanding of planning options and contribute to greater participation in the planning process. (Milone & MacBroom assumes no responsibility for the cost of any mass mailings, or for public notices of meetings.)

Survey

- An online community survey will be conducted early in the planning process to identify community assets, issues and concerns.
- Milone & MacBroom will generate a draft survey instrument to be reviewed by the Committee, with up to two rounds of edits made by the Project Team prior to launch.
 - o Translated versions of the survey will also be made available online.
 - o Printable versions of the survey will be provided to the Town to be printed and made available at key locations (such as Town Hall and Lane Memorial Library) for those who prefer hard copies.
 - o Promotional language, flyers, business cards and media releases will be developed to disseminate the survey link; however, in our experience, the key to a high response rate is community champions quickly getting survey links out to their constituencies.
 - o A summary of the community survey results, including cross-tabulation analyses as appropriate, will be developed. Complete tallies and write-in responses will also be furnished to the Steering Committee.

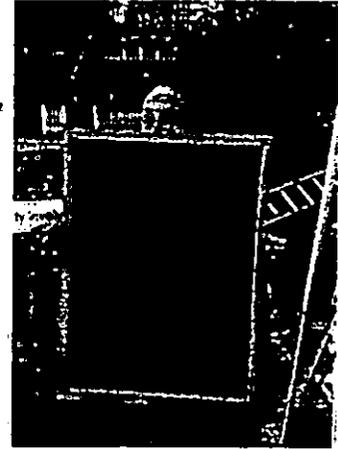


Promotional business card for online community survey in Bethel, CT

Planning Events

To encourage participation of a broad spectrum of community members, including traditionally underrepresented populations, it is important to bring the planning process to where the community gathers in addition to inviting the community to plan-specific events. We recommend a mixture of the following strategies be employed. Given the budget for this project, we will attend up to three total planning events. Materials and content developed for those events may be used by representatives of the NHCP or the Town of Hampton to conduct additional events.

- "Pop-up" events are mini engagement sessions conducted in tandem with an already scheduled, popular community event, such as the Hampton Beach Seafood Festival. A limited number of targeted, interactive exercises are facilitated so as to grab attention, educate the community on an issue, and obtain feedback efficiently. Placemaking exercises may be conducted as "pop-up" events. A pop-up can be tailored to a particular demographic group, such as youth or limited-English speakers, with community assistance.
- Community workshops are stand-alone events designed especially for the comprehensive planning process. The most successful workshops include support and/or sponsorship of the venue, food, door prizes, childcare services, etc. to help draw participants. These events are intended to build community and social capital, as well as inform residents around issues, engage them in interactive exercises that elicit ideas for advancing visions and strategies, and flesh out the community's priorities. These workshops can be conducted as public visioning sessions, planning charrettes, stakeholder discussions, or other formats.
- Up to one focus group will be conducted, targeting a specific topic or group. Based on community input, and in collaboration with Planning Staff and the Committee, Milone & MacBroom will identify a topic in need of deeper discussion, or a population in need of additional attention. Key stakeholders with particular knowledge and/or interests around identified topics, or members and representatives of identified communities, will be invited to participate.
- We understand some of the topics discussed may be sensitive and elicit tension and emotional responses. We have experience facilitating such discussions, and are confident in our ability to make sure all parties are heard while encouraging respectful and thoughtful interactions.



Deliverables:

- Stakeholder and Community Champion database
- Media post and publication materials
- Online survey with narrative and tabular result summaries
- Pop-up, Workshop, and/or focus group materials and results; MMI will attend up to three planning events, at least one of which will be held after drafts of the Vision and Coastal Management Content have been completed. These three planning events may include "pop-up" events, workshops, focus groups, or other events. Types of events and the schedule of those events will be initially determined during the initial scoping meeting.

Task 4: Master Plan Content: Vision

Building on previous Hampton Master Plan Visioning efforts and informed by the public participation described above, a Vision for the updated Hampton Master Plan will be developed. The Vision will clearly and succinctly lay out a community- and stakeholder-supported future for Hampton, and will guide the rest of the Master Plan. It will consider regional and statewide, in addition to local, concerns.

In addition to a vision statement, the Vision will include guiding principles and priorities to guide implementation of the Vision.

Deliverables:

- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of interim drafts of the Vision content, including narratives and graphics
- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of final Vision content, including narratives and graphics
- Maps and supporting files prepared for the Vision content, in ArcMap format
- One (1) interim project progress report, complying with NOAA Project of Special Merit grant requirements
- Spreadsheets and charts in MS Excel format containing data presented in the Vision content, related GIS maps, or otherwise collected or produced during the project.

Task 5: Master Plan Content: Coastal Management

The Coastal Management content of the Master Plan will identify community vulnerability to coastal hazards and processes, present applicable and recommended management and adaptation strategies, and outline a long-range implementation plan for those strategies.

The Coastal Management content will correlate with the optional Natural Hazards section of the Master Plan as laid out in RSA 674:2.III, as the content will address coastal hazard risks. The content may also interface with other optional sections, including the following:

- Transportation (shoreline change, sea level rise, and coastal hazards may affect roads, recreational paths, and walkways)
- Economic Development (coastal management impacts coastal tourism and beaches, water-dependent businesses, coastal property values and markets)
- Natural Resources (coastal resources are important for regional ecosystems and habitats, tourism, recreation, and natural hazard mitigation)
- Cultural and Historic Resources (for example, the challenges of protecting cultural resources from coastal hazards while maintaining historic or other essential character)

A crosswalk of how the Coastal Management content relates to other possible sections of the Master Plan (while recognizing that the updated Master Plan may not be organized conventionally) will be provided to facilitate integration.

5.1 Community Vulnerability

Hampton's vulnerability to coastal hazards and processes (including flooding from the ocean, flooding from the marsh, drainage-related flooding, shoreline change, and severe wind) will be assessed and documented through a review of previously completed studies, input from public engagement, information collected from municipal staff and boards, and review of publicly available hazard maps.

The New Hampshire Coastal Flood Risk Summary Part I, which presents the best available science for coastal risk and climate change in New Hampshire, will serve as the basis for projections of sea level rise and future risks.

5.2 Coastal Management and Adaptation Strategies

A full suite of possible coastal management and adaptation measures will be evaluated for applicability in Hampton, with each of the four primary approaches to adaptation (take no action, relocate, accommodate, and protect) considered. Geographic differences in applicability will be assessed and presented. For each management and adaptation measure, factors considered will include technical feasibility, social impacts and acceptability, and permitting considerations.

In addition to physical adaptation actions, regulations and ordinances that may increase resiliency and improve coastal management will be evaluated.

The New Hampshire Coastal Flood Risk Summary Part II will be referenced to inform measure applicability given acceptable risk levels and projected flood elevations.

5.3 Long Range Implementation Plan

Top-priority coastal management strategies will be selected based on public input, expert opinion, and consultation with the Steering Committee. A long-range implementation plan will be developed that lists these strategies and, for each, the following:

- Implementation Timeframes (by year)
- Responsible Department, Board, Commission, or other Institution
- Metrics for Measuring Success

Deliverables:

- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of interim drafts of the Coastal Management content, including narratives and graphics
- One (1) reproducible hard copy and (1) electronic copy each in Adobe PDF and MS Word format of final Coastal Management content, including narratives and graphics
- Maps and supporting files prepared for the Coastal Management content, in ArcMap format
- One (1) interim project progress report, complying with NOAA Project of Special Merit grant requirements
- One (1) final project progress report, complying with NOAA Project of Special Merit grant requirements
- Spreadsheets and charts in MS Excel format containing data presented in the Coastal Management content, related GIS maps, or otherwise collected or produced during the project.

SECTION E: PROJECT SCHEDULE

NHCP Planning Services to Develop Vision & Coastal Management Content

12/4/2019

| | 2020 | | | | | | | | | | 2021 | | |
|---|-------|-----|------|------|--------|-----------|---------|----------|----------|---------|----------|-------|--|
| | April | May | June | July | August | September | October | November | December | January | February | March | |
| Task 1: Project Management, Facilitation, and Coordination | | | | | | | | | | | | | |
| 1.1 Initial Project Meeting | | | | | | | | | | | | | |
| 1.2 Steering Committee Work Sessions | | | | | | | | | | | | | |
| 1.3 Interviews and Questionnaires | | | | | | | | | | | | | |
| 1.4 Project Updates and Coordination | | | | | | | | | | | | | |
| Task 2: Data and Information Compilation | | | | | | | | | | | | | |
| 2.1 Data Compilation and Review | | | | | | | | | | | | | |
| Task 3: Public Outreach and Participation | | | | | | | | | | | | | |
| 3.1 Stakeholder Identification | | | | | | | | | | | | | |
| 3.2 Social Media and Online Presence | | | | | | | | | | | | | |
| 3.3 Online Survey | | | | | | | | | | | | | |
| 3.4 Planning Events | | | | | | | | | | | | | |
| Task 4: Master Plan Content: Vision | | | | | | | | | | | | | |
| 4.1 Develop a Master Plan Vision | | | | | | | | | | | | | |
| Task 5: Master Plan Content: Coastal Management | | | | | | | | | | | | | |
| 5.1 Community Vulnerability Assessment | | | | | | | | | | | | | |
| 5.2 Coastal Management and Adaptation Strategies | | | | | | | | | | | | | |
| 5.3 Long Range Implementation Plan | | | | | | | | | | | | | |

Vision Content Completed

Interim Progress Report Due

Coastal Management Content Completed Interim and Final Progress Report Due

SECTION F: PROJECT BUDGET

MMI proposes to execute the proposed scope of services for \$45,000, which is equivalent to the budget amount. As a sign of our excitement and commitment to this project, we propose to waive our typical reimbursable expenses such as travel (mileage) and printing.

Relative to the Federal Budget Category Table, please note that the entire budget of \$45,000 applies to the line item "Personnel." This is typical for NOAA-funded projects that are awarded to planning and engineering consultants. The firm does not itemize costs such as personnel and fringe in the way that a university would itemize these costs.

NHCP Planning Services to Develop Vision & Coastal Management Content 12/4/2019

| | Personnel | Noah Slovin | David Murphy | Mike Zuba | Rebecca Augur | Patrick Gallagher | Victoria Brudz | | | |
|---|--|-----------------|-----------------------------|----------------------|-------------------|-------------------|-------------------------|-------------|-----------|-----------------|
| | Certifications | CFM | PE, CFM | AICP | AICP | AICP | CFM | | | |
| | Project Role | Project Manager | Mgr. of Water Res. Planning | Director of Planning | Principal Planner | Planner | Environmental Scientist | | | |
| | NH Preferred Rates | \$112.00 | \$175.00 | \$175.00 | \$175.00 | \$115.00 | \$90.00 | | | |
| | | | | | | | | Total Hours | Personnel | Budget Rounded |
| Task 1: Project Management, Facilitation, and Coordination | | | | | | | | | | |
| 1.1 | Initial Project Meeting | 8 | 8 | 0 | 8 | 0 | 0 | 24 | | \$3,696 |
| 1.2 | Steering Committee Work Sessions | 12 | 0 | 0 | 0 | 0 | 0 | 12 | | \$1,344 |
| 1.3 | Interviews and Questionnaires | 2 | 0 | 0 | 0 | 2 | 8 | 12 | | \$1,174 |
| 1.4 | Project Updates and Coordination | 12 | 0 | 0 | 0 | 0 | 0 | 12 | | \$1,344 |
| | Task Sub-Total | 34 | 8 | 0 | 8 | 2 | 8 | 60 | | \$7,558 |
| Task 2: Data and Information Compilation | | | | | | | | | | |
| 2.1 | Data Compilation and Review | 32 | 4 | 0 | 0 | 12 | 24 | 72 | | \$7,824 |
| | Task Sub-Total | 32 | 4 | 0 | 0 | 12 | 24 | 72 | | \$7,824 |
| Task 3: Public Outreach and Participation | | | | | | | | | | |
| 3.1 | Stakeholder Identification | 0 | 0 | 0 | 0 | 0 | 8 | 8 | | \$720 |
| 3.2 | Social Media and Online Presence | 0 | 0 | 0 | 0 | 4 | 10 | 14 | | \$1,360 |
| 3.3 | Online Survey | 2 | 0 | 0 | 0 | 4 | 8 | 14 | | \$1,404 |
| 3.4 | Planning Events | 20 | 8 | 8 | 16 | 20 | 0 | 72 | | \$10,140 |
| | Task Sub-Total | 22 | 8 | 8 | 16 | 28 | 26 | 108 | | \$13,624 |
| Task 4: Master Plan Content: Vision | | | | | | | | | | |
| 4.1 | Develop a Master Plan Vision | 14 | 0 | 8 | 8 | 8 | 0 | 38 | | \$5,288 |
| | Task Sub-Total | 14 | 0 | 8 | 8 | 8 | 0 | 38 | | \$5,288 |
| Task 5: Master Plan Content: Coastal Management | | | | | | | | | | |
| 5.1 | Community Vulnerability Assessment | 18 | 2 | 0 | 2 | 2 | 12 | 36 | | \$4,026 |
| 5.2 | Coastal Management and Adaptation Strategies | 18 | 2 | 0 | 2 | 2 | 8 | 32 | | \$3,666 |
| 5.3 | Long Range Implementation Plan | 16 | 4 | 0 | 2 | 2 | 4 | 28 | | \$3,432 |
| | Task Sub-Total | 52 | 8 | 0 | 6 | 2 | 24 | 96 | | \$10,664 |
| | PROJECT TOTAL | 154 | 28 | 16 | 38 | 52 | 82 | 374 | | \$44,958 |
| | | | | | | | | | | \$45,000 |

**Attachment A
Budget Estimate**

| Item | Federal | Match | Total |
|-----------------------------|-----------------|--------------|-----------------|
| Personnel | \$45,000 | \$0 | \$45,000 |
| Fringe | \$0 | \$0 | \$0 |
| Equipment | \$0 | \$0 | \$0 |
| Travel | \$0 | \$0 | \$0 |
| Supplies | \$0 | \$0 | \$0 |
| Sub-Contractual | \$0 | \$0 | \$0 |
| Construction | \$0 | \$0 | \$0 |
| Other | \$0 | \$0 | \$0 |
| Indirect | \$0 | \$0 | \$0 |
| Total Project Costs: | \$45,000 | \$0 | \$45,000 |

Attachment B
Proposal Scoring Matrix and Evaluation Committee Members

| PROPOSAL RANKING | | | | | | | |
|--------------------------------|------------------|----------|----------|----------|----------|--------------------------|-------------|
| APPLICANTS | REVIEWERS | | | | | AVERAGE SCORE | RANK |
| | A | B | C | D | E | | |
| Horsley Witten Group | 87 | 61 | 92 | 64 | 44 | 70 | 3 |
| Milone & MacBroom | 71 | 86 | 86 | 86 | 67 | 79 | 1 |
| Rockingham Planning Commission | 84 | 78 | 97 | 69 | 53 | 76 | 2 |

| EVALUATION COMMITTEE MEMBERS | |
|-------------------------------------|--|
| NAME | QUALIFICATIONS |
| Nathalie Morison | NHDES Coastal Resilience Specialist; 10 years coastal resilience, project management, grant and contract administration experience |
| Jason Bachand | Hampton Town Planner; 20 years municipal and private planning experience |
| Tracy Emerick | Hampton Planning Board Chair; 19 years planning board experience |
| Ann Carnaby | Hampton Planning Board Vice Chair; 9 years planning board experience |
| Laurie Olivier | Hampton Planning Office Manager; 10 years administrative planning experience |