The State of New Hampshire
MAR 24'21 PM 2:20 RCVD

50

NHDES Department of Environmental Services

Robert R. Scott, Commissioner

March 3, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a **SOLE SOURCE** agreement (PO #1070823) with the Rockingham Planning Commission (VC #154887-B001), Exeter, NH, for the "Seacoast Transportation Corridor Vulnerability Assessment and Plan" project, by extending the project completion date to March 31, 2022 from March 31, 2021 and revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on October 23, 2019, Item #54. 100% Federal Funds. This is a no cost time extension.

EXPLANATION

The Department of Environmental Services (DES) requests approval of this amendment to the **SOLE SOURCE** agreement in order to provide the Rockingham Planning Commission with additional time to complete tasks in the agreed upon scope of services. Specifically, this amendment will enable the Rockingham Planning Commission to complete deliverables committed to in the original contract that were delayed due to COVID-19, including holding stakeholder input meeting with municipalities. Edits to the scope of work to indicate additional interim reporting deadlines, are provided in the attached contract amendment. To date, $39,507.00 of the original agreement amount of $80,000 has been spent. No changes to the original budget are requested in this amendment. DES will provide 100% of the project costs through the federal grant. In the event that federal funds become no longer available, general funds will not be requested to support the project. A copy of the original agreement due to expire on March 31, 2021 is included as Attachment A.

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 Rockingham Planning Commission
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 7th day of January, 2021, 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 the Rockingham Planning Commission (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on October 23, 2019, item #54, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
   (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from March 31, 2021 to March 31, 2022.
   (B) Exhibit A (Scope of Services) of the Agreement shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

Milestone(s):	Date:
• Traffic demand model and vulnerability assessment completed	~~May 2020~~ *Feb 2021*
• Adaptation options identified and prioritized	~~Sep 2020~~ *June 2021*
• Recommendations and resilience criteria for project prioritization developed	~~Oct 2020~~ *August 2021*
• Plan developed for monitoring and reevaluation	~~Oct 2020~~ *Oct 2021*
• STC Vulnerability Assessment Report and Plan finalized and published	~~Jan 2021~~ *Dec 2021*
• Two creative outreach events and presentation to RPC Commissioners held to share findings and discuss next steps	~~Mar 2021~~ *Mar 2022*
• Semi-annual reports submitted to NOAA in coordination with NHCP	March 2020; October 2021; March 2021; *Oct 2021; March 2022*

Initials: JMR
Date: 1/31/21

Outcome(s):	Date:
• Seacoast CAC enhances coordination across entities working in transportation networks vulnerable to coastal hazards	~~Dec 2019~~ *Oct 2021*
• Completion and publication of a STC Vulnerability Assessment Report and Plan that establishes that prioritizes resilience in state and local transportation planning	~~Jan 2021~~ *Dec 2021*
• Creative outreach conducted to interested community members	~~March 2021~~ *Mar 2022*

~~**Funding Credit:** All final work products and outreach materials shall include the NOAA, NHCP, and NHDES 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." Examples of final work products and outreach materials include, but are not limited to, project reports, press releases newsletter articles, websites, and signage.~~

Funding credit and ADA Compliance: *All final work products and outreach materials shall include the NOAA, NHDES and NHCP 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 NH Department of Environmental Services Coastal Program." All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and are guided by best practices outlined in the Web Content Accessibility Guidelines (WCAG) AAA standards, including sans-serif fonts, underlined and descriptive text links, color best practices, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.*

Initials: JMR

Date: 1/31/21

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

Rockingham Planning Commission

By _____
Name: TIMOTHY M. ROACHE
Title: EXECUTIVE DIRECTOR

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 31st day of Jan, 2021, before the undersigned officer, personally appeared Tim Roache 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.

ANNETTE L. PETTENGILL
MY COMMISSION EXPIRES MARCH 23, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Annette Pettengill
Notary Public
My Commission Expires: 3/23/21

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____
Robert R. Scott, Commissioner

Approved by Attorney General this 22nd day of March, 2021

OFFICE OF ATTORNEY GENERAL

By _____

Initials: TMR
Date: 1/31/21

CERTIFICATE OF AUTHORITY

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:
(l) I am the duly elected Secretary;
(2) at the meeting held on May 27, 2020, the Rockingham Planning Commission voted to accept funds and to enter into a contract with the NH Department of Environmental Services;
(3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Roache, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 31st day of January 2021.

Glenn Coppelman, Secretary(signature above)

STATE OF NEW HAMPSHIRE
County of Rockingham
On this the 31st day of January, 2021 before me Annette Pettengill the undersigned officer, personally appeared Glenn Coppelman who acknowledged himself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Annette Pettengill, Notary Public(signature)

Commission Expiration Date:
(Seal)

ANNETTE L. PETTENGILL
MY COMMISSION EXPIRES MARCH 23, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2021

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

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

PRODUCER
Liberty Mutual Insurance
PO Box 188065
Fairfield, OH 45018

CONTACT NAME:
PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666
E-MAIL ADDRESS: BusinessService@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Insurance Company	24074
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rockingham Planning Commission
156 Water St
Exeter NH 03833

COVERAGES CERTIFICATE NUMBER: 59837947 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			BZO58281160	7/1/2020	7/1/2021	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	✓ Businessowners'						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAO58281160	1/11/2021	1/11/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NH Dept of Environmental Services
PO Box 95
29 Hazen Drive
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christine R Biglin
Christine Biglin

© 1988-2015 ACORD CORPORATION. All rights reserved.

Rockingham Planning Commission
Total wages by Project
July 2019 through June 2020

	5210.1 POS	4005 NHDOT MPWP	5202 State Planning...	4005 Town of Hay...	4012 Gusto HHW	4043 H.Falls MP S...
Ordinary Income/Expense						
Expense						
DIRECT EXPENSES						
Salaries						
Salaries (Gross)	200.33	11,349.45	1,400.26	200.06	1,591.97	66.70
Salaries (Vol. Deposit) Gross	0.00	0.00	0.00	0.00	0.00	0.00
Salaries Flex Time Behind (Gross	0.00	112.33	0.00	0.00	439.43	0.00
Total Salaries	200.33	11,461.78	1,400.26	200.06	1,591.40	66.70
Total DIRECT EXPENSES	200.33	11,461.78	1,400.26	200.06	1,591.40	66.70
IN DIRECT						
Indirect Salaries						
Admin Salaries (Gross)	0.00	0.00	0.00	0.00	0.00	0.00
Flex Time Used (Gross)	0.00	0.00	0.00	0.00	0.00	0.00
Holiday (Gross)	0.00	0.00	0.00	0.00	0.00	0.00
Sick Leave (Gross)	0.00	0.00	0.00	0.00	0.00	0.00
Vacation (Gross)	0.00	0.00	0.00	0.00	0.00	0.00
Total Indirect Salaries	0.00	0.00	0.00	0.00	0.00	0.00
Total IN DIRECT	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	200.33	11,461.78	1,400.26	200.06	1,591.40	66.70
Net Ordinary Income	(200.33)	(11,461.78)	(1,400.26)	(200.06)	(1,591.40)	(66.70)
Net Income	(200.33)	(11,461.78)	(1,400.26)	(200.06)	(1,591.40)	(66.70)

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	563	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply, If Not*	
☐ **General Liability** (Occurrence Form) ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property** (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NH Department of Environmental Services PO Box 95 29 Hazen Dr Concord NH 03302			Date: 1/22/2021 · mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

October 3, 2019

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

APPROVED G & C
DATE 23 Oct 19
ITEM # 54

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Rockingham Planning Commission (VC #154887-B001), Exeter, NH, in the amount of $80,000 to complete the Seacoast Transportation Corridor Vulnerability Assessment and Plan, effective upon Governor and Council approval through March 31, 2021. The funding source is 100% Federal Funds.

Funding is available in the account as follows:

	FY 2020
03-44-44-442010-1209-102-500731	$80,000

Dept. Environmental Services, Coastal Resiliency, Contracts for Program Services

EXPLANATION

This agreement is **SOLE SOURCE** because the Rockingham Planning Commission (RPC) is the Municipal Planning Organization (MPO) federally-designated as the transportation planning agency for twelve (12) coastal zone municipalities (i.e., Exeter, Greenland, Hampton, Hampton Falls, New Castle, Newfields, Newington, North Hampton, Portsmouth, Rye, Seabrook, and Stratham) that depend on the Seacoast Transportation Corridor of Route 1A, Route 1, I-95, and associated routes. As a result, RPC is uniquely positioned to coordinate the Seacoast Transportation Corridor Vulnerability Assessment, including participation from its member communities.

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.* This Project of Special Merit enables the NHDES Coastal Program (NHCP) to work with the RPC, the New Hampshire Department of Transportation, the University of New Hampshire, and coastal municipalities to complete a Seacoast Transportation Corridor Vulnerability Assessment and establish a long-term adaptation framework to incorporate coastal hazards and prioritize resilience in state and local transportation planning. Exhibit A provides additional detail.

Total project costs are budgeted at $80,000. 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. The agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Rockingham Planning Commission		1.4 Contractor Address 156 Water Street Exeter, NH 03833	
1.5 Contractor Phone Number 603-778-0885	1.6 Account Number 03-44-44-442010-1209-102-500731	1.7 Completion Date MARCH 31, 2021	1.8 Price Limitation $80,000
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Tim Roache, Executive Director Tim Roache	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On 8/22/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Annette Pettengill, Notary

1.13.2 Name and Title of Notary or Justice of the Peace

Annette Pettengill, Notary

ANNETTE PETTENGILL MY COMMISSION EXPIRES MARCH 23, 2021 NOTARY PUBLIC NEW HAMPSHIRE

1.14 State Agency Signature Date: 9/18/19	1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 9/24/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 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 B 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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, 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

Contractor Initials JMR
Date 8/22/19

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials MR
Date 8/22/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials JMR
Date 8/22/19

Exhibit A
Scope of Services

Project title: Seacoast Transportation Corridor Vulnerability Assessment and Plan

Projective Objectives: This project seeks to accomplish the following objectives:

1.1 Create a Seacoast Transportation Corridor Advisory Committee (Seacoast CAC) to enhance coordination across state, regional, and local entities working in transportation networks vulnerable to coastal hazards

1.2 Complete a Seacoast Transportation Corridor (STC) Vulnerability Assessment and establish a long-term adaptation framework and plan to incorporate coastal hazards and prioritize resilience in state and local transportation planning and construction

Project Tasks: The Rockingham Planning Commission (RPC) will perform the following tasks that comprise components of New Hampshire's FFY19 National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award proposal, entitled "Coast Shift: Changing how the New Hampshire Seacoast transports, plans, permits, and finances for resilience," which is incorporated herein by reference.

Task Team: RPC | ***Staff:*** Tim Roache, Dave Walker, Julie LaBranche, Christian Matthews, Rob Pruyne | ***Roles:*** Seacoast CAC lead; transportation modeling, planning and authority; resilience planning; GIS; stakeholder engagement | ***Funding:*** PSM and in-kind

NHCP | ***Staff:*** Kirsten Howard, Nathalie Morison | ***Roles:*** task management, research, writing, resilience planning, stakeholder engagement, meeting design and facilitation | ***Funding:*** PSM and in-kind

NHDOT | ***Staff:*** Roger Appleton, William Rose | ***Roles:*** Seacoast CAC members, transportation assessment and planning, conceptual engineering design | ***Funded by:*** in-kind

UNH | ***Staff:*** Dr. Jennifer Jacobs, Dr. Jo Daniel | ***Roles:*** Seacoast CAC members, transportation assessment, conceptual engineering design | ***Funding:*** PSM

Coastal municipalities Hampton, Rye and others | ***Roles:*** participate on Seacoast CAC | ***Funding:*** in-kind

Narrative approach: NHCP will collaborate with RPC, NHDOT, UNH, and coastal municipalities to complete a Seacoast Transportation Corridor (STC) Vulnerability Assessment and establish a long-term adaptation framework to incorporate coastal hazards and prioritize resilience in state and local transportation planning. See Section 6 for work plan and activities. The concept of the STC Assessment and Plan was identified as an important need and next step at a 2018 NHCAW meeting focused on sea-level rise vulnerability along Route 1A and other connecting Seacoast roadway systems. The Tides to Storms vulnerability assessment identified the STC as a highly vulnerable network. Route 1A, Route 1, and I-95—the primary roadways running from North/South—and Route 101 and Route 286—the primary evacuation routes running East/West along NH's coast—are all vulnerable to sea-level rise and sea-level rise induced groundwater rise in certain areas (See Appendix E). Route 1A—a road that runs immediately adjacent to the Atlantic Coast and connects NH's most popular beaches, tourist amenities, and working waterfronts—sustained significant damage in the March 2018

Contractor Initials THR
Date 12/22/19

Nor'easters, resulting in a Presidential Disaster Declaration and FEMA Public Assistance. According to the Tides to Storms analysis conducted by RPC in 2015, 43% of the 18 miles that make up Route 1A will be inundated twice daily by 2100 under a high sea-level rise scenario of 6.6 feet. This flooding will significantly impact transportation, including the 18,000 drivers that use the road every day in peak summer season. Route 1 and I-95 are situated further inland and are fortunately less vulnerable to flooding; however, they are vulnerable to sea-level rise at specific road segments, see higher traffic volumes than Route 1A, and are expected to absorb additional traffic burden in the event parts of Route 1A are closed.

The project team will follow the Federal Highway Administration Vulnerability Assessment and Adaptation Framework to conduct Task 1. A Seacoast Corridor Advisory Committee (CAC) composed of the project team and municipal stakeholders will meet quarterly to guide project direction and provide feedback on results. RPC, which serves as the MPO charged with regional transportation planning by the U.S. Department of Transportation, will lead Task 1, including coordinating the vulnerability assessment, which will involve running a travel demand model to determine how traffic patterns may shift to alternate routes under coastal flood scenarios, soliciting site-specific data at priority locations, obtaining pavement vulnerability data from UNH, obtaining cost information from NHDOT partners, and developing maps. See Appendix D for Data Sharing and Management Plan. RPC will also lead development of options and recommendations for incorporating results into existing transportation planning processes, including the NHDOT 10-year plan and the long range plan. Task 1 will build on growing expertise from a variety of initiatives and projects including Tides to Storms, the NHCRHC report, the NHDOT Climate Change Committee, and the FHWA Route 1B green infrastructure assessment.

Project Evaluation and Measures of Success:

- Demonstrated consideration of Corridor Advisory Committee (CAC) input (Y/N)
- STC Vulnerability Assessment Report and Plan accepted by CAC (Y/N)
- Attendance at 1-2 outreach events and RPC Commissioners presentation (Target: 50)

Work Plan

1a. NHCP and RPC will establish and convene a multi-stakeholder Corridor Advisory Committee (CAC) to refine STC objectives, study area and assessment scope, and meet quarterly throughout the project.

1b. RPC and NHDOT will obtain and compile transportation asset and improvement/replacement cost information, vulnerability information, and other relevant climate data. CAC will review data and provide input on approach.

1c. RPC, NHDOT, and UNH will assess physical, functional, and institutional vulnerability to the STC, including a traffic demand analysis, pavement vulnerability, and cost information.

1d. RPC, NHDOT, and UNH will identify, analyze, and prioritize adaptation options, including consideration of cost. Review and finalize priority options through CAC, public stakeholder meetings with up to 6-9 coastal municipalities and a survey.

1e. NHCP, RPC, NHDOT, and UNH will recommend ways to incorporate assessment results in decision-making, including development of robust criteria for project prioritization in the 10-

Contractor Initials JMR
Date 8/22/19

year transportation plan and long range transportation plan, as well as recommendations for environmental permitting. CAC will review and finalize recommendations.

1f. RPC will create a plan to monitor implementation and reevaluate adaptation recommendations regularly based on changing conditions and priorities. CAC will review and finalize recommendations.

1g. NHCP, RPC, UNH, and NHDOT, with input from the CAC and 6-9 additional meetings with municipalities, will finalize and publish STC Vulnerability Assessment and Plan on RPC website.

1h. NHCP and RPC will share study findings and discuss next steps in two creative outreach events and to the RPC Commissioners.

1i. RPC will submit semi-annual reports detailing project activities to NHCP.

Milestone(s):	Date:
• CAC established and convened for kick-off meeting	Dec 2019
• Transportation, climate, and existing vulnerability information compiled	Feb2020
• Traffic demand model and vulnerability assessment completed	May 2020
• Adaptation options identified and prioritized	Sep 2020
• Recommendations and resilience criteria for project prioritization developed	Oct 2020
• Plan developed for monitoring and reevaluation	Oct 2020
• STC Vulnerability Assessment Report and Plan finalized and published	Jan 2021
• Two creative outreach events and presentation to RPC Commissioners held to share findings and discuss next steps	Mar 2021
• Semi-annual reports submitted to NOAA in coordination with NHCP	March 2020; October 2021; March 2021

Outcome(s):	Date:
• Seacoast CAC enhances coordination across entities working in transportation networks vulnerable to coastal hazards	Dec 2019
• Completion and publication of a STC Vulnerability Assessment Report and Plan that establishes that prioritizes resilience in state and local transportation planning	Jan 2021
• Creative outreach conducted to interested community members	March 2021

Final Products:

- Coordinated Seacoast Transportation Corridor Advisory Committee of relevant stakeholders
- STC project page on RPC website
- STC travel demand model
- Two semi-annual reports
- STC final Vulnerability Assessment Report and Plan
- 2-page Executive Summary and PowerPoint slide deck summarizing final report

Contractor Initials TMC
Date 8/22/19

Funding Credit: All final work products and outreach materials shall include the NOAA, NHCP, and NHDES 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." Examples of final work products and outreach materials include, but are not limited to, project reports, press releases newsletter articles, websites, and signage.

Contractor Initials TMR
Date 8/22/19

Exhibit B
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 $80,000. No matching funds are required for this contract.

Contractor Initials TMR
Date 8/22/15

Exhibit C
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) ***Debarrment 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:

Contractor Initials JMC
Date 8/22/15

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 *non*federal 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 e 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 099363210.

Contractor Initials MC
Date 8/12/19

CERTIFICATE

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:
(1) I am the duly elected Secretary;
(2) at the meeting held on May 29, 2019, the Rockingham Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
(3) the Rockingham Planning Commission further authorized the Executive Director, Tim Roache to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 22nd day of August 2019

Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham
On this the 22nd day of August, 2019 before me Annette Pettengill the undersigned officer, personally appeared Glenn Coppelman who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Annette Pettengill, Notary

Commission Expiration Date:
(Seal)

ANNETTE L. PETTENGILL
MY COMMISSION EXPIRES MARCH 23, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2019

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

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

PRODUCER
Liberty Mutual Insurance
PO Box 188065
Fairfield, OH 45018

CONTACT NAME:
PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666
E-MAIL ADDRESS: BusinessService@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Insurance Company	24074
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rockingham Planning Commission
156 Water St
Exeter NH 03833

COVERAGES CERTIFICATE NUMBER: 50814943 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			BZO58281160	7/1/2019	7/1/2020	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	✓ Businessowners						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAO58281160	1/11/2019	1/11/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NH Department of Environmental Services
PO Box 95
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brooks Carver

© 1988-2015 ACORD CORPORATION. All rights reserved.

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	563	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply If Not*	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NH Dept of Environmental Services PO Box 95 29 Hazen Dr Concord NH 03302			Date: 8/21/2019 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
Budget Estimate

Budget Item	Federal Funding	Match	Total
Personnel	$27,786.00	$0.00	$27,786.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$563.00	$0.00	$563.00
Supplies	$1,371.00	$0.00	$1,371.00
Contractual	$14,811.00	$0.00	$14,811.00
Other	$0.00	$0.00	$0.00
Indirect	$35,469.00	$0.00	$35,469.00
Subtotals:	**$80,000.00**	**$0.00**	**$80,000.00**
In-Kind Contribution		$0.00	$0.00
Total Project Costs			**$80,000.00**