



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

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**Robert R. Scott, Commissioner**

March 17, 2021

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Strafford Regional Planning Commission (VC #155570-B001), Rochester, NH, in the amount of \$30,000 to accomplish key tasks as part of the Great Bay Living Shorelines Project, effective upon Governor & Council approval through May 31, 2022. Funding is 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2021</u>
03-44-44-442010-12090000-102-500731	\$30,000
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services	

**EXPLANATION**

This contract is provided to the Strafford Regional Planning Commission (SRPC) as part of a larger collaborative project funded as part of a competitive award provided by the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund. The goal of the Great Bay Living Shorelines Project is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket as well as the Great Bay National Estuarine Research Reserve. This award is **SOLE SOURCE** because the SRPC was part of the collaborative team that created and submitted the project proposal to NFWF. The project builds on several years of work that the NHDES Coastal Program, SRPC, and other project partners have engaged in to encourage and understand living shorelines in coastal New Hampshire. Due to SRPC's role as a regional planning commission for the target Great Bay communities included in the project and their past work on living shorelines, SRPC is uniquely qualified to accomplish the specific tasks under this contract, including, participating and providing input to the selection of 3-4 living shoreline design sites and developing a Road Map for next steps to implement living shoreline projects.

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Total project costs for this contract are budgeted at \$30,000. NHDES will provide 100% of the project costs through this federal grant. A budget breakdown is provided in Attachment A. In the event that the Federal funds become no longer available, general funds will not be requested to support this program.

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

We respectfully request your approval.



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Robert R. Scott, Commissioner

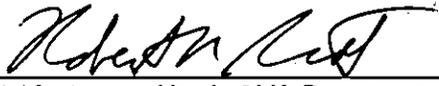
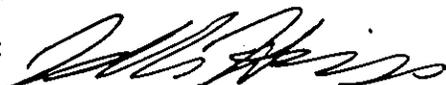
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Strafford Regional Planning Commission		1.4 Contractor Address 150 Wakefield Street, Suite 12 Rochester, NH 03867	
1.5 Contractor Phone Number 603-994-3500	1.6 Account Number 03-44-44-442010-1209-102-500731	1.7 Completion Date May 31, 2022	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 3/3/2021		1.12 Name and Title of Contractor Signatory Jennifer Czysz, Executive Director	
1.13 State Agency Signature  Date: 3/17/21		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, COMMISSIONER	
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: 3/22/2021			
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.

Contractor Initials JC  
Date 3/8/21

## Exhibit A Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract but not prior to 06/01/2020 ("Effective date").

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 and the National Fish and Wildlife Foundation under CFDA # 11.473. 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 contractor is required to comply with the Uniform Guidance issued by the Office of Management and Budget (OMB).

The Contractor is required to comply with the following:

Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

- The Contractor shall ensure that no payments have been or will be made or received by the NFWF Contractor in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.), the UK Bribery Act 2010, or any other applicable anticorruption laws or regulations in the countries in which the Contractor performs under this Grant Agreement.
- The Contractor shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the Contractor knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.
- The Contractor shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

The contractor is required to comply with the following:

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 791678188.

## Scope of Services

The goal of the Living Shoreline Stabilization for Communities and Tidal Wetlands in the Great Bay Estuary (NH) project (Great Bay Living Shorelines Project) is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket as well as the Great Bay National Estuarine Research Reserve.

The Strafford Regional Planning Commission (SRPC) will complete the tasks outlined in Exhibit B Scope of Services and as originally described in detail in the project proposal document "NCRF\_Scaling Up LS in Great Bay\_NHCP\_Final submission package\_amended 9-16-2020.pdf."

### Activities

#### **PHASE I: WAGON HILL FARM LIVING SHORELINE MANAGEMENT & MONITORING**

##### ***Activity 1: Durham Wagon Hill Farm (WHF) Living Shoreline Management***

SRPC has no direct role in Phase I Activity 1 of the project.

##### ***Activity 2: Survey and/or design work at WHF & Synthesize Lessons Learned for Phase II Technology Transfer***

2.1 SRPC has no direct role in Phase I Activity 2.1 of the project. UNH will complete as-built or other equivalent survey or design work for WHF nature-based shoreline management, as agreed upon with Durham and DES.

2.2 SRPC will provide input, as needed, and attend the tour and presentation and receive the summary report from UNH. The summary report will inform SRPC's Road Map development in Activity 10. UNH will synthesize lessons learned to inform Great Bay priority LS site designs, informed by monitoring protocols established by Northeast Regional Resilience LS Monitoring Protocol Project. UNH will provide the project team partners with a guided WHF tour (in person or virtual), a presentation, and a summary report to share the monitoring findings and lessons learned about WHF LS design, permitting, and effectiveness at meeting erosion management and habitat restoration goals.

Lead: UNH

Estimated timeframe: 7/1/2021 to 3/31/2022

#### **PHASE II: SCALING UP LIVING SHORELINES IN THE GREAT BAY ESTUARY**

##### ***Activity 3: Develop Great Bay Living Shoreline Priority Site Criteria***

SRPC provides input, as budget allows, during monthly Phase II project team meetings and by reviewing materials in order to help DES identify and select criteria to prioritize LS sites and develop a prioritization process using desktop spatial analysis and field verification. Site selection criteria will emphasize present-day erosion and flood risk, future erosion and flood risk, community asset protection, and tidal habitat functions and values (focused on salt marsh and coastal bank), as well as physical and social site characteristics.

Lead: DES

Estimated timeframe: Upon G&C approval to 3/31/2021

**Activity 4: Identification of 10-15 Great Bay LS Priority Sites**

SRPC will provide input to DES, as budget allows, to complete a desktop spatial analysis and field verification to identify 10-15 priority LS sites based on criteria and process developed in Activity 3. DES will make the 10-15 priority LS sites publicly available in a map format. UNH will participate in monthly project team meetings to provide input. UNH will provide boats and participate in field verification trips with DES.

Lead: DES

Estimated timeframe: Upon G&C approval to 7/1/2021

**Activity 5: Selection of 3-4 Great Bay LS Priority Sites for Preliminary Design**

SRPC will engage communities and landowners to assess need, project feasibility, and landowner interest in order to select a subset of 3-4 of the priority sites identified in Activity 4 for preliminary (50%) design (see Activity 8). At least one priority site will be located at WHF. UNH will provide assistance as needed to SRPC as needed as SRPC engages willing landowners of the 10-15 LS priority sites identified in Activity 4 to discuss their need, interest, goals, and to evaluate LS feasibility. If a landowner is not interested, the site will be removed from consideration for LS design. Where relevant, SRPC will engage coastal municipalities (Durham, Dover, Newmarket) or other watershed-based organizations (Lower Bellamy River Collaborative, Lamprey River Watershed Association, GBNERR, UNH) to assist with selection of the 3-4 LS design sites. If needed, sites may be accessed by boat with assistance from UNH.

Lead: SRPC

Estimated timeframe: Upon G&C approval to 8/1/2021

**Activity 6: Establishment of Great Bay LS Design Teams**

6.1 SRPC has no direct role in Activity 6.1. UNH will assist DES, GBNERR, and the Great Bay Stewards (GBS) to develop and release a request for proposals to recruit 3-4 Great Bay LS Design Teams from the NH Living Shorelines Professionals Network.

6.2 SRPC has no direct role in Activity 6.2. UNH will assist DES, GBNERR, and GBS to design a curriculum for Great Bay LS Design Teams.

6.3 SRPC has no direct role in Activity 6.3. UNH will assist DES, GBNERR and GBS to select and confirm 3-4 Great Bay LS Design Teams, each team assigned to one of the 3-4 priority sites selected in Activity 5.

Leads: GBNERR, Great Bay Stewards, NHCP

Estimated timeframe: Upon G&C approval to 7/1/2021

**Activity 7: Existing Conditions Site Survey and Assessment**

SRPC will provide coordination assistance with landowners at sites. UNH will engage Design Teams to conduct existing conditions topographical survey, water level monitoring, and site condition assessment for 3-4 priority LS design sites. UNH will lead data collection and assessment to characterize the current erosion, and marsh and buffer plant communities. Design Teams will participate in the site assessment at their assigned site to learn about UNH's process and methods that are aligned with monitoring protocols developed as part of the Northeast Resilience Living Shoreline project. UNH and Design Teams will assess habitat presence and

condition, potential erosion and/or flood stressors, and likely future conditions at the site. All UNH COVID-19 protocols will be followed for site visits.

Lead: UNH

Estimated timeframe: 7/1/2021 to 10/1/2021

#### **Activity 8: Preliminary LS Engineering Designs**

8.1 For each site, UNH and the Design Teams will conduct a design consultation with the relevant landowner/stakeholders. GBNERR, GBS, DES, and SRPC will provide assistance, as needed.

8.2 For each site, UNH and the associated Design Team will conduct a design charrette exercise. The design charrette process will be facilitated with assistance from DES and GBNERR.

8.3 For each site, UNH and the Design Team will complete 50% design plans and share them with the project team and landowner for comments. Any critical comments from the landowner will be addressed/responded to by UNH and the Design Team.

Lead: UNH

Estimated timeframe: 10/1/2021 to 4/1/2022

#### **Activity 9: LS Design Team Technology Transfer Event**

SRPC will participate in the LS Design Team Technology Transfer Event organized by DES and GBNERR. LS Design Teams, with support from UNH, will present 50% designs for the 3-4 LS design sites and discuss lessons learned throughout the process. In addition to the LS Design Team members and the project team, invited stakeholder groups will participate and learn from the presentations, including the priority site landowners, target coastal community officials from Durham, Dover, and Newmarket, the Lamprey River Watershed Association, the Lower Bellamy River Collaborative, other NH LS Professional Network members.

Leads: NHCP, GBNERR

Estimated timeframe: 4/1/2022 to 5/1/2022

#### **Activity 10: Road Map to Improve the Great Bay Living Shoreline Project Pipeline**

SRPC will develop a Road Map to advance the pipeline of GBE living shoreline projects, focusing on the specific sites prioritized in Activities 3-8 as well as general recommendations for property owners, local and state policy makers, and practitioners considering LS at other specific sites or more generally as a preferred shoreline stabilization approach for the future. The Road Map will summarize and discuss specific landowner barriers to adoption of LS and lay out steps to normalize LS approaches among public and private landowners in the GBE. SRPC will lead the Road Map development and develop recommendations relevant to landowners, state and local governments, and practitioners, with input from the project team and engaged communities. NHDES will provide content related to federal agency involvement and state permitting. GBNERR and UNH will provide recommendations informed by the LS Design Team members and the project design experience. The Road Map will be disseminated to all stakeholders involved in the project and presented at one local conference and at least one LS outreach event during the project period.

Lead: SRPC

Estimated timeframe: 1/1/2022 to 5/31/2022

#### **Activity 11: Project Team Coordination & Reporting**

SRPC will participate in team coordination meetings (usually part of monthly meetings) and complete required reports. **Interim and Final Reports:** SRPC shall provide two (2) semi-annual progress reports and one (1) final report. Semi-annual report #1 will cover the period of the project period start date (June 1, 2020) through April 30, 2021 and will be due on May 10, 2021. Semi-annual report #2 will cover the period of May 1, 2021 through October 31, 2021 and will be due on November 10, 2021. The final report will summarize activities throughout the entire project period from June 1, 2020 through May 31, 2022, including at least 2 photos of the project work. The final report will be due on May 31, 2022.

Lead: NHCP

Estimated timeframe: Upon G&C approval to 5/31/2022

**SRPC Outcomes/Deliverables:**

- 1.1 None
- 1.2 None
- 2.1 None
- 2.2 SRPC participation in field trip, at presentation, and review of report (as needed, as part of SRPC's Activity 10 work)
- 3.0 SRPC provides input at monthly meetings to select environmental and social criteria for site selection and to develop process to prioritize sites.
- 4.0 SRPC provides input at monthly meetings to select 10-15 priority LS project sites
- 5.0 SRPC leads process to select subset of 3-4 priority LS design sites for 50% design
- 6.1-6.2 None
- 7.0 SRPC assists UNH and Design Teams with landowner coordination for conditions survey and site assessment for 3-4 LS design sites
- 8.1-8.3 None
- 9.0 SRPC participates in LS Design Team Technology Transfer event
- 10.0 SRPC coordinates and completes Road Map, with assistance from partners
- 11.0 SRPC participates in project coordination and provides report deliverables

**SRPC Estimated Budget by Activity**

**SRPC Budget Estimate by Task**

Activity	NFWF funds to SRPC
1.1 WHF LS mgmt	\$0.00
1.2 WHF monitoring	\$0.00
2.1 WHF survey or design	\$0.00
2.2 WHF lessons learned	\$0.00
3 GBLS site criteria	\$1,000.00
4 ID 10-15 GBLS sites	\$4,000.00
5 Select 3-4 GBLS Design Sites	\$9,000.00
6 Establish GBLS Design Teams	\$0.00
7 Site survey & assessment	\$1,000.00
8 Preliminary LS designs	\$1,000.00
9 LS Design Team Event	\$2,000.00
10 Road Map for GBLS pipeline	\$10,000.00
11 Team coordination & reporting	\$2,000.00
<b>Total grant funds</b>	<b>\$30,000.00</b>
Total match	\$0.00

**Funding Credit and ADA Compliance:**

**Acknowledgement of Support:** All final work products and outreach materials shall include the NHDES and NHCP logos and shall state that "This project was funded, in part, by the National Fish and Wildlife Foundation National Coastal Resilience Fund in conjunction with the NH Department of Environmental Services Coastal Program." The Contractor must obtain prior NFWF approval for the use relating to this sub-award of the NFWF logo.

**ADA Compliance:** 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.

**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. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$30,000. No matching funds are required as part of this contract.

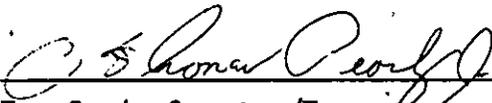
**Annual Grant and Contract Authorization**  
**Fiscal Year 2021**  
**CERTIFICATE OF VOTE**

I, Tom Crosby, Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Secretary/Treasurer;
- 2) At the meeting held on July 17, 2020, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 3) 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
- 4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the  
Strafford Regional Planning Commission,

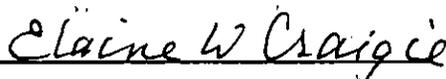
this 3<sup>rd</sup> day of March, 2021.

  
\_\_\_\_\_  
Tom Crosby, Secretary/Treasurer

STATE OF NEW HAMPSHIRE  
County of Strafford

On this the 3<sup>rd</sup> day of March, 2021, before me Elaine W Craigie the undersigned officer, personally appeared Tom Crosby, who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional 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.

  
\_\_\_\_\_  
Notary Public

Commission Expiration Date:

(Seal)  ELAINE W. CRAIGIE, Notary Public  
My Commission Expires January 10, 2023



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<i>Participating Member:</i> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	<i>Member Number:</i> 562	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					By: <i>Mary Beth Purcell</i>
					Date: 3/3/2021    mpurcell@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex <sup>3</sup> 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	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> 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	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 3/3/2021    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Budget Estimate**

Item	State (NFWF)	Non-Federal (match)	Total
Personnel	\$12,879		\$12,879
Fringe*	\$0		
Equipment			
Travel	\$386		\$386
Supplies	\$250		\$250
Sub-Contractual			
Construction	N/A		
Other			
Indirect	\$16,485		\$16,485
<b>TOTALS</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$30,000</b>

\* Match Type: Indicate "C" is cash match; "K" if in-kind