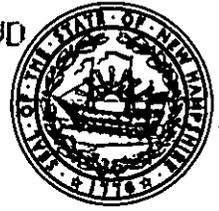




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The State of New Hampshire
Department of Environmental Services



RCM
52

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 Nature Conservancy (Vendor Code #177785-B002), Concord, NH, in the amount of \$167,968 to conduct project development for multiple high priority culvert replacements in the tidal environment, effective upon Governor and Council approval through March 31, 2022. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-442010-1209-72-500575	\$167,968
Dept. of Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because The Nature Conservancy (TNC) is the leader of Phase 3 of the Resilient Tidal Crossings Project – a multi-year partnership between TNC, NHDES, and New Hampshire Department of Transportation (NHDOT) to identify and upgrade high priority culverts located in the tidal environment. This agreement is part of a larger project being funded through a grant from the National Oceanic and Atmospheric Administration’s (NOAA) Projects of Special Merit, entitled: “Strategy Synthesis: Integrating tidal crossing strategies and advancing salt marsh resilience planning.” A significant portion of the “Strategy Synthesis” grant provides critical funding to TNC to support these top priority coastal resilience projects. The source funds for this agreement were awarded to NHDES with a specific scope of work and detailed responsibilities for subawardees. The source funds cannot be used for any other purpose.

Phase 1 of the Project began in 2015 with a Coastal Resilience Grant from NHDES to TNC to create the “New Hampshire’s Tidal Crossing Assessment Protocol.” In Phase 2, NHDES, TNC and the University of New Hampshire collaborated on a project to conduct field assessment of the 118 tidal stream road crossings in New Hampshire and prioritize the sites based on a selection of ecosystem, hazard mitigation, and climate resiliency evaluation criteria. Phase 3 of the Resilient Tidal Crossings Project will advance project planning at four of the highest priority tidal culvert replacement projects in New Hampshire. TNC has received all the necessary approvals from municipal and state culvert owners to proceed with design and permitting for culvert replacement. TNC has existing contracts in place with professional engineering companies that are compliant with all procurement requirements of each respective owner.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Total project costs for this agreement are \$167,968. A budget breakdown is provided in Attachment A. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

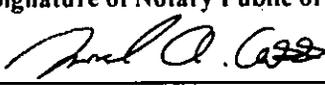
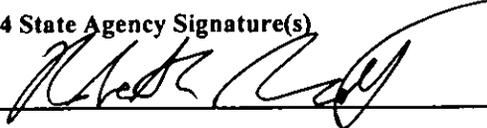
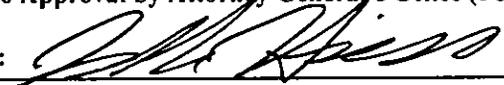
Subject: Resilient Tidal Crossings- Phase 3

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: The Nature Conservancy		1.4 Grantee Address 22 Bridge Street, 4 th Floor Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date March 31, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$167,968
1.9 Grant Officer for State Agency Kevin Lucey, NHDES Coastal Program		1.10 State Agency Telephone Number (603) 559-0026	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Mark Zankel, Executive Director, TNC NH	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>2/19/2021</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Neal A. Cass, Justice of the Peace</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>3/22/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

7. **RECORDS AND ACCOUNTS.**

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

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

the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

9. **DATA; RETENTION OF DATA; ACCESS.**

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

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

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted

against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

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

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

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees.

The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

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

Exhibit A
Scope of Services

Project Title: Resilient Tidal Crossings- Phase 3

Project Funding: This Project is part of a competitive grant award (NA20NOS4190110) from the National Oceanic and Atmospheric Administration (NOAA) Projects of Special Merit (PSM) grant program to the New Hampshire Department of Environmental Services (NHDES), entitled “Strategy Synthesis: integrating tidal crossing strategies and advancing salt marsh resilience planning.” NHDES Coastal Program personnel will provide substantial involvement in all aspects of all subawards granted through NOAA Award # NA20NOS4190110.

Project Narrative: The Nature Conservancy (TNC) will utilize these grant funds to advance four of the highest priority tidal stream crossing replacement projects in New Hampshire through various steps of restoration project development including, but not limited to: alternative analysis, engineering design drawings, and permitting. The design and engineering process will incorporate best engineering practices and the latest climate science, including the recommendations of the New Hampshire Coastal Flood Risk Summary, published in March 2020. The permitting process for these high priority projects will be subject to Tier 4 permitting standards, a new category of the NHDES Stream Crossing Rules that are specific to the tidal environment. This project development process will serve as a model to guide future tidal crossing replacement projects in N.H. TNC will consult with the NHDES Coastal Program and Wetlands Bureau on transferring lessons learned from this project. The four sites selected for this project (listed in the table below) were determined through a comprehensive assessment and prioritization process enacted by TNC and the NHDES Coastal Program in 2018 as part of Phase 2 of the Resilient Tidal Crossings Project.

Road	Waterbody	Owner	Town	Crossing ID
Route 1A	Rye Harbor	NHDOT	Rye	46
Squamscott Rd	Squamscott River	NHDOT	Stratham	113
Squamscott Rd	Squamscott River	NHDOT	Stratham	114
South Main St.	Hampton Seabrook Estuary	Town of Seabrook	Seabrook	4

TNC has received all the necessary approvals from culvert owners at the Town of Seabrook and the New Hampshire Department of Transportation (NHDOT) to proceed with engineering and permitting for culvert replacement. TNC has existing engineering contracts in place for the four sites that are compliant with all procurement requirements of each respective owner.

Project Tasks: TNC will perform the following Project Tasks:

Task 1: Design and Engineering

- a. Complete alternatives analyses for two (Stratham sites) of the four priority tidal crossings.

- i. Develop up to three stream crossing alternatives for preliminary culvert replacements (open bottom, embedded, etc.) for each of the two culverts. The alternatives analysis and preferred alternative selection must be guided by and, to the best of abilities, abide by all permitting requirements and guidance, including the New Hampshire Coastal Flood Risk Guidance (2020) to inform the coastal vulnerability assessment.
- b. Complete preliminary designs for the selected alternatives at each NHDOT culvert (Rye and Stratham (2)).
- c. Prepare preliminary cost estimates and implementation plan of next steps for the NHDOT tidal crossings.
- d. Following the determination of baseline conditions and alternatives analyses at the Seabrook crossing (funded separately), proceed with a final design and construction specifications for the selected alternative if coastal resilience objectives can be met.

Task 2: Environmental Permitting

- a. Complete draft permit applications for the four sites in accordance with the updated rules of the NHDES Wetlands Bureau, including: Tier 4 stream crossing rules (Env-Wt 900), coastal lands and tidal wetlands/water standards (Env-Wt 600), coastal functional assessment (Env-Wt 603.04) and vulnerability assessment (Env-Wt 603.05), and the NHDES stream crossing worksheet for the preferred alternative.

Task 3: Transfer Lessons Learned

- a. Work with NHDES Coastal Program and Wetland Bureau staff to develop permitting guidance for Tier 4 tidal stream crossing replacement projects by leveraging the expertise of the engineering design teams for the four priority tidal crossing sites. To the extent that the budget allows, TNC and its contractors will perform the following activities: attend two video-conference coordination meetings with NHDES, provide a memorandum/technical report that summarizes considerations and approaches for designing and permitting tidal crossing replacements under the Tier 4 stream crossing rules, review and provide input on NHDES's draft guidance document, and participate in 1 training webinar organized and coordinated by NHDES.

Task 4. Submit progress reports

- a. The first progress report shall summarize project activities during the period from the start of the project through March 31, 2021. Progress Report #1 is due April 16, 2021.
- b. The second progress report shall summarize project activities during the period from April 1, 2021 through September 30, 2021. Progress Report #2 is due October 15, 2021.
- c. The third and final progress shall summarize project activities during the period from the start of the project through March 31, 2022. Progress Report #3 is due March 31, 2022

Funding Credit and ADA Compliance: All final work products and outreach materials shall

include the NOAA, NHCP, and 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 New Hampshire Department of Environmental Services Coastal Program.” All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

Data Use License: The Grantee shall have a perpetual, non-exclusive, royalty-free license to use any and all data (as defined in Section 9.1 of this Agreement) for all legitimate purposes pertaining to its standard business practices.

Exhibit B
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by State, which shall be completed and signed by the Grantee. 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. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$167,968. No matching funds are required for this agreement.

Exhibit C Special Provisions

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

Federal Funds paid under this agreement are from a 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 Task 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 Task 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 072656630

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 75056

Certificate Number : 0004939662



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Hans P, Birle, Assistant Secretary of The Nature Conservancy ("TNC"), do hereby certify that:

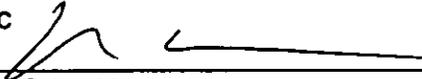
1. I am the duly elected Assistant Secretary of TNC;
2. I further certify that at a meeting held on June 24, 2016, TNC's Board of Directors voted to delegate to the President and CEO the authority to acquire and/or transfer any real estate in any transaction provided that the purchase price does not exceed twenty-five million dollars (\$25,000,000) and to execute and deliver documents including, but not limited to, deeds, conservation easements, contracts, agreements, leases, licenses, assignments, options, mortgages, deeds of trust, notes, loan agreements, and affidavits and to enter into any non-real estate contract or other agreement or transactions provided that the contract does not exceed twenty-five million dollars (\$25,000,000).
3. I further certify that the delegation also included the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.
4. I further certify that Terry Sullivan, Division Director, was delegated real estate and non-real estate authority and the authority to further delegate such authority.
5. I further certify that on May 18, 2018, Terry Sullivan delegated to Mark Zankel the authority to approve real estate and non-real estate contracts that do not exceed one million dollars (\$1,000,000)
6. I further certify Mark Zankel has been appointed and now occupies the office of the New Hampshire State Director of The Nature Conservancy and that he is authorized to accept the Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;
7. I further certify that Mark Zankel, in his capacity as New Hampshire State Director of The Nature Conservancy, is authorized to execute any documents which may be necessary for this contract;
8. 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

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on the 24th day of Feb., 2021.


Name: Hans P, Birle
Title: Assistant Secretary

STATE OF Rhode Island
COUNTY OF Washington

On this 24th day of Feb, 2021, before me, the undersigned notary public, personally appeared Hans P. Birle, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Notary Public
Signature: 
Notary Public Print Name:

My Commission Expires:

Michael Madonna
Notary Public, State of Rhode Island
My Commission Expires 11/30/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2021

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 Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME: PHONE (A/C No, Ext): 800-274-0268 FAX (A/C, No):	
	E-MAIL ADDRESS: certificates@MarshMMA.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIU Insurance Company		19399
INSURED The Nature Conservancy 4245 Fairfax Drive Suite 100 Arlington VA 22203	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 189675160

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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC048425929	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

A waiver of subrogation applies when required by a written contract with the Named Insured.
 RE: Project of Special Merit-Resilient Tidal Crossing (Phase 3) through March 2022

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services PO Box 95 Concord NH 03302-0095	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
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Attachment A
Budget Estimate

Item	Federal (Coastal Program)	Match	Total
Personnel	\$4,200	\$0	\$4,200
Fringe	\$1,806	\$0	\$1,806
Equipment	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Sub-Contractual	\$130,000	\$0	\$130,000
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Indirect	\$31,962	\$0	\$31,962
Totals	\$167,968	\$0	\$167,968