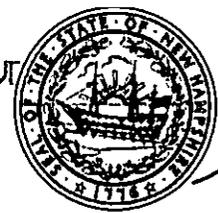




The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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January 31, 2022

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 contract agreement with the Rockingham County Conservation District (VC 154584-B001), Brentwood, NH, in the amount of \$40,000 to conduct planning for the upgrade of the tidal culvert at Pit Lane in Newcastle, effective upon Governor and Council approval through June 30, 2023. 100% Federal funds.

Funding is available in the following account.

	<u>FY 2022</u>
03-44-44-442010-3642-102-500731	\$40,000
Dept. of Environmental Services, Coastal Zone Management, Contracts For Program Services	

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 24, 2021 for coastal community and habitat resilience projects. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build neighborhood, grassroots, or municipal capacity for coastal resilience work; integrate coastal flood risk guidance into local plans and regulations; and site-specific projects that increase the resilience of physical assets. Eight eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected to receiving funding, including the proposal submitted by Rockingham County Conservation District (RCCD) to conduct alternative analysis and preliminary design for the replacement of the tidal culvert located at Pit Lane in Newcastle. A scoring matrix that includes a list of the staff who participated in proposal review, along with their titles and level of experience is provided in Attachment B.

The RCCD will utilize these funds to work with the Town of Newcastle to study the replacement of the tidal culvert at Pit Lane within the Lavenger Creek salt marsh located in the center of Newcastle island. The tidal culvert at Pit Lane was assessed by the NHDES Coastal Program in 2018 and was assigned high priority replacement scores from an infrastructure resilience and ecological perspective. Among other tasks, RCCD will establish a committee to advise the process, issue an RFP to hire an engineer, and conduct local outreach to secure community buy-in. The outcome of the project will be a preliminary design of the selected alternative.

Total project costs are budgeted at \$56,930. NHDES will provide \$40,000 of the project costs through this federal grant. RCCD will provide \$16,930 in matching funds. 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 this project. This agreement has been approved by the Office of Attorney general as to form, execution and content.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

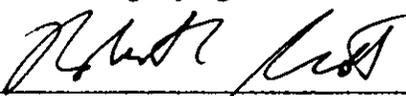
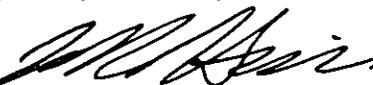
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Rockingham County Conservation District		1.4 Contractor Address 110 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number 603-679-2790	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Kevin Lucey, Coastal Program		1.10 State Agency Telephone Number 603-559-0026	
1.11 Contractor Signature <i>Cynthia W. Smith</i> Date: 10-20-21		1.12 Name and Title of Contractor Signatory CYNTHIA W. SMITH VICE CHAIRMAN	
1.13 State Agency Signature  Date: 1/25/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/31/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

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

- I) **Nondiscrimination.** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.
- II) **Financial management.** *The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.*
- III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- IV) **Matching funds.** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.
- V) **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- VI) **Debarment and Suspension.** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.
- VII) **Procurement.** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.
 - a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) Participation by Disadvantaged Business Enterprises. The Contractor shall comply with the terms of 2 CFR Part 200 Subpart D, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

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

X) Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) Bonding requirements. The Contractor shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 602798402.

Exhibit B
Scope of Services

Project Title: Coastal Resilience in New Castle – Beginning with an Alternative Analysis at the Pit Lane Crossing to Promote Better Connections for Tidal and Freshwater Wetlands

Project Goal: The goal of this project is to address the resiliency of this significant area where several freshwater wetlands interconnect with Lavenger Creek salt marsh. This will be accomplished with an alternative analysis and preliminary design for the crossing at Pit Lane, while also considering possible future modifications to Route 1B. This project seeks to maximize the benefits of regular tidal exchange and habitat connectivity, while minimizing risks to property and infrastructure.

Task 1: Initial Partner Meetings

Partner meetings to include Rockingham Planning Commission (RPC), Board of Selectman (BOS), NHDES Coastal Program (NHCP), UNH Cooperative Extension (UNH CE) and others if necessary to layout expected timeframe and detail.

Deliverable: Meeting Notes

Task 2: Bid Documents to Hire Engineer

Develop scope of work, Request for Proposal, and bid documents and review with partners. Send bid materials out to at least 5 engineering firms, review proposals with partners, hire engineering consultant, complete and sign contracts, and obtain all required insurance documents.

Deliverable: RFP, final contract

Task 3: Flag Jurisdictional Wetlands

RCCD to flag wetlands to include upper edge of Lavenger Creek saltmarsh, Pit Lane A, Pit Lane B, and a small area of Wentworth Road A to be flagged and wetland function and values report developed.

Deliverable: Wetland Report

Task 4: Aerial Photography and Video

Newcastle Conservation Commission to hire videographer familiar with the area to take detailed aerial photographs and to create and educational outreach video.

Deliverable: Detailed aerial photographs, final educational video

Task 5: Engineering Data Collection

Engineering firm and subcontractors to begin data collection for existing conditions survey data to include: survey location all wetland boundaries; survey for longitudinal profiles of stream, representative cross sections through the stream and all portions of the wetland, road details, and existing utilities and infrastructure.

LIDAR topographic data and automated water level loggers will also be utilized. All appropriate data to be geo-referenced.

Deliverable: Existing conditions site plan and draft Summary Report

Task 6. Project Management

RCCD to complete project management and coordination, administration, and all financial reporting throughout the entire grant.

Task 7. Initial Outreach Sessions

RCCD and Newcastle Conservation Commission with partners will determine most appropriate initial outreach sessions, likely to include information on NH Coastal Flood Risk Guidance and the Seacoast Transportation Vulnerability Project.

Deliverable: Sign up sheets, meeting notes, presentations

Task 8. Compete Modeling /Alternatives

Engineering consultant to initiate modeling for tidal culvert using NOAA/NRCC (or equivalent) data, appropriate models, and sea level rise scenarios selected from NH Coastal Flood Risk Guidance (UNH, 2020) with partner assistance. The consultant will develop alternative scenarios, which will be reviewed with NHDES and partners to determine a preferred alternative. Project Team will convene with Town representatives to review alternatives and describe rationale for preferred alternative.

Deliverable: Final Summary Report and Alternative Analysis.

Task 9. GIS and inundation maps and others

RPC to receive all georeferenced data digitally, and modeling exports to create GIS maps on 2D surface showing the spatial extent of differing inundation/ flooding scenarios for outreach events, using pre-determined RSLR scenarios.

Deliverables: GIS maps

Task 10. Preliminary Plan of Preferred Alternative

Develop preliminary plans for preferred alternative and opinion of probable cost for subsequent phases of work.

Deliverable: preliminary plan and opinion of probable cost.

Task 11. Outreach Sessions

Convene on-site visits with discussion on Guidance and how the preferred scenario was selected among the alternatives, and next steps.

Deliverable: Final presentations, sign in sheets.

Task 12: Prepare semi-annual progress reports and final report.

- i. The first progress report shall summarize activities during the period from January 1, 2022 – June 30, 2022. Progress Report #1 is due July 16, 2022.

- ii. The second progress report shall summarize project activities during the period from July 1, 2022 through December 31, 2022. Progress Report #2 is due January 13, 2023.
- iii. The final report shall summarize all of the work enabled by this agreement. The final progress report is due by June 30, 2023.

Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, 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, videos 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 \$40,000. Matching funds provided by the Contractor shall total at least \$16,930 of non-federal cash and in-kind services.

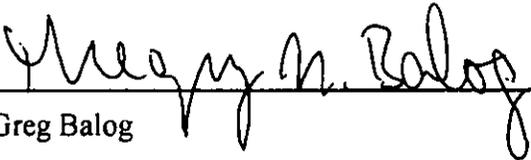
CERTIFICATE of AUTHORITY

I, Greg Balog, of the Rockingham County Conservation District, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on September 29, 2021, the Rockingham County Conservation District voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Rockingham County Conservation District further authorized the Vice Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Smith, Vice Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 20th day of October, 2021.

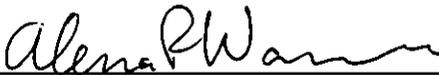


Greg Balog

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 20th day of October, 2021 before me Alena Warren the undersigned officer, personally appeared Greg Balog who acknowledged him/herself to be the Secretary of the Rockingham County Conservation District 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.



Name of Notary Public (signature above)

ALENA R. WARREN, Notary Public
My Commission Expires February 6, 2024

Commission Expiration Date:
(Seal)



Attachment A

Budget Estimate

Item	Federal (NHCP)	Non-federal (Match)	Match Type (cash, in-kind or both)	Total
Personnel	\$2,813.19	\$4,415.75	In-kind	\$7,228.94
Fringe	\$1,414.09	\$2,593.37	In-kind	\$4,007.46
Equipment	-	-		-
Travel	-	-		-
Supplies	-	\$400.00	In-kind	\$400.00
Sub-contractual	\$32,386.37	-	In-kind	\$32,386.37
Construction	-	-		-
Other	-	\$8,820.00	In-kind	\$8,820.00
Indirect	\$3,386.35	\$700.88	In-kind	\$4,087.23
Totals	\$40,000.00	\$ 16,930.00		\$56,930.00

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**Attachment B
Grant Scoring Matrix**

	Rockingham County Conservation District	Black Heritage Trail of New Hampshire	Town of Exeter	Robinwood Center	Seabrook-Hampton Estuary Alliance	Town of Hampton Conservation Commission	Strafford Regional Planning Commission	Town of Newmarket
Reviewer "A"	87	88	92	73	70	70	64	70
Reviewer "B"	81	78	71	65	62	56	64	58
Reviewer "C"	93	86	87	78	69	74	79	70
Reviewer "D"	94	83	90	59	93	81	84	61
Reviewer "E"	93	86	87	84	79	84	76	72
Reviewer "F"	81	83	58	72	58	63	56	57
AVERAGE	88	84	81	72	72	71	71	65
RANK	1	2	3	4	5	6	7	8

Review Team Members:

- Steve Couture, Coastal Program Administrator, 22 years of environmental planning and grants management experience
- Chris Williams, Federal Consistency Coordinator, 22 years of regulatory and coastal management experience
- Kevin Lucey, Habitat Coordinator, 19 years of environmental assessment, project management, and watershed restoration experience
- Kirsten Howard, Coastal Resilience Coordinator, 12 years of coastal policy and resilient project management experience
- Nathalie DiGeronimo, Resilience Project Manager, 11 years of coastal resilience outreach, technical assistance, and project management experience
- Sherry Godlewski, Resilience and Adaptation Manager, 30 years of environmental communication and management experience