



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION
 BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org

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js

October 18, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks & Recreation, Bureau of Trails to amend a grant agreement with Bedford Conservation Commission (VC#177359), Bedford, NH for construction in the Marston Dunlap Parking Area, Bedford, NH by extending the completion date from December 31, 2024, to May 31, 2025, with no change to the funding amount effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on August 7th, 2024, item #39.

EXPLANATION

As previously stated, the original contract was approved by Governor and Executive Council on August 7th, 2024, item #39 for the construction in the Martson-Dunlap Parking Area, Bedford NH.

This request, upon approval, will allow the Bedford Conservation Commission the time necessary to complete the intended project. The Bedford Conservation Commission experienced delays in obtaining a full scope of work from the project designer which will push back the date the contractor can begin to November 1, 2024, only leaving a month for the Bedford Planning Commission to complete the project in unpredictable weather conditions.

The Trails Bureau supports the Bedford Conservation Commission's request to extend their project deadline to May 31, 2025, in order to effectively complete their project.

The Attorney General's Office has approved this grant amendment as to form, substance and execution.

Respectfully submitted,

Brian J. Wilson
 Director

Concurred,

(SM)

Sarah L. Stewart
 Commissioner

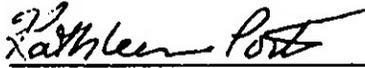
Amendment of 'G-1' Contract Agreement

The Department of Natural and Cultural Resources, Division of Parks and Recreation, and Bedford Conservation Commission, hereby mutually agree to amend the contract for *Construction of the Martson-Dunlap Parking Area in Bedford, NH*, originally approved by the Governor and Executive Council on August 7th, 2024, Item #39, with a completion date of December 31st, 2024, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to May 31st, 2025, from the original completion date of December 31st, 2024;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

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

Bedford Conservation Commission



10/2/2024
Date

Department of Natural and Cultural Resources


Sarah L. Stewart, Commissioner

11/19/2024
Date

Approved as to form, substance and execution:

Digitally signed by Jessica King
Date: 2024.12.03 17:43:44 -05'00'
Jessica King

Attorney General
12/3/24
Date

Corporate Resolution

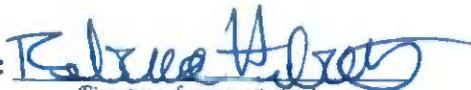
I, Rebecca Hebert, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of Bedford Conservation Commission. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on September 25, 2023,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Kathleen Ports (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Bedford Conservation Commission
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 10/2/2024

ATTEST: 
(Signature of person attesting)



CERTIFICATE OF COVERAGE

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

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

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

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

| Participating Member: Town of Bedford 24 North Amherst Road Bedford, NH 03110 | | Member Number: 116 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 | | |
|---|--|--------------------------------|--|---|---------------|
| Type of Coverage | | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not: | |
| <input checked="" type="checkbox"/> | General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2024 | 1/1/2025 | Each Occurrence | \$ 2,000,000 |
| | | | | General Aggregate | \$ 10,000,000 |
| | | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| | Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | | Aggregate | |
| <input checked="" type="checkbox"/> | Workers' Compensation & Employers' Liability | 1/1/2024 | 1/1/2025 | <input checked="" type="checkbox"/> Statutory | |
| | | | | Each Accident | \$ 2,000,000 |
| | | | | Disease - Each Employee | \$ 2,000,000 |
| | | | | Disease - Policy Limit | |
| | Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |
| Description: Proof of Primex Member coverage only. | | | | | |

| | | | |
|---|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| | | | By: <i>Kerry Edl Power</i> |
| NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 | | | Date: 11/30/2023 mpurcell@nhprimex.org |
| | | | Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2541 phone 603-228-3833 fax |



CERTIFICATE OF COVERAGE

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

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

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

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

| | | |
|---|------------------------------|--|
| Participating Member: Town of Bedford 24 North Amherst Road Bedford, NH 03110 | Member Number: 116 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 |
|---|------------------------------|--|

| | Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply |
|-------------------------------------|--|--------------------------------|---------------------------------|--|
| <input checked="" type="checkbox"/> | General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2024 | 1/1/2025 | Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Fire Damage (Any one fire) Med Exp (Any one person) |
| <input type="checkbox"/> | Automobile Liability Deductible Comp and Col: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) Aggregate |
| <input type="checkbox"/> | Workers' Compensation & Employers' Liability | | | Statutory Each Accident Disease - Each Employee Disease - Policy Limit |
| <input type="checkbox"/> | Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) |

Description: With regards to the grant agreement, 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.

| | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|------------|---|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> | Additional Covered Party | <input type="checkbox"/> | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 | | | | | By: <i>Mary Beth Powell</i> |
| | | | | | Date: 6/14/2024 mpurple1@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

TOWN OF BEDFORD New Hampshire



September 30, 2024

Brianna Leone
Recreational Trails Program Coordinator
N.H. Department of Natural & Cultural Resources
172 Pembroke Rd.
Concord, NH 03301

RE: Request for Extension of Contract 24-24 for the Marston-Dunlap Parking Area, Bedford NH

Dear Brianna Leone:

I am writing to request an extension for RTP Contract 24-24 for the Town of Bedford. The project involves the design and construction of a parking area and connector trail from the parking area to the existing trail system at the Marston-Dunlap Conservation Area. There are three major phases to the project:

1. Design of the Parking Area
2. Construction of the of the Connector Trail
3. Construction of the Parking Area

When we prepared our grant application, we were obligated to use a contractor to prepare the construction estimate, who was pre-approved and already under contract with the Town. As I am sure you are aware, all engineering firms working in NH are extremely busy with redevelopment, housing, and highway projects. After our notice to proceed on August 7, 2024, it took a full month to secure a signed scope of work for the design of the parking area with our consultant, which was issued on September 10, 2024. Today, I learned our design contractor expects to complete final design no later than October 31. This means, at the soonest we can solicit bids for construction by November 1, which is almost three months after our notice to proceed and gives us just two months to solicit bids, award the contract, and construct the parking area.

Construction of the connector trail (Phase 2) can begin after a scheduled site visit on October 9, 2024 with the design contractor. This site visit will inform the location where the trail will depart from the parking area. Once this is determined, construction of the trail can proceed immediately and is expected to be completed no later than December 1.

As stated, Phase 3 is contingent on completion of Phase 1. Therefore, assuming a best-case scenario, the Town will solicit bids for the construction of the parking area no later than November 1 for a two-week period and award and issue a signed contract within a 1.5-week period. This puts the successful bidder with a potential start on December 2, 2024, leaving only 15 days to complete construction before the start of the holiday season on December 24, 2024.

Because of this tight schedule, I reached out to our design contractor to determine if that would be sufficient time to complete the construction prior to December 31, 2024 grant contract deadline. The contractor has informed me that it will not be sufficient time (see attached).

Successful construction relies on suitable weather conditions. Construction in December (Phase 3) can only proceed under dry conditions and stable temperatures. Any persistent rain or cold temperatures will affect the ability to construct the parking area. The Town understands the significance of this request but feels it is warranted in case the construction season is compromised by poor weather conditions. Based on weather data for Manchester NH as summarized by Weather Spark at www.weatherspark.com, The chance of clear skies in the month of December averages 50 percent. Thirty percent of the days in December on average generate precipitation, with an average monthly rainfall of 1.6 to 2.9 inches and snowfall of 7.2 to 13 inches. If construction is not completed in December, the contractor will then need to wait for an appropriate window in 2025.

The Town is prepared to work hard to achieve a December 31, 2024 contract completion date, but respectfully requests an extension to May 31, 2025. This would provide additional time to ensure proper construction conditions and respond to any other unforeseen circumstances. We appreciate your consideration of our request.

Best Regards,

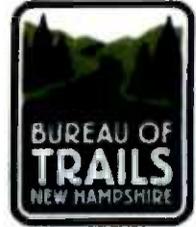

Kathleen Ports
Conservation Planner
603-792-1320
kports@bedfordnh.org

Enclosure



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION
 BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org



39

June 27, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to award Recreational Trails Program grants to the 17 organizations listed on the attached sheet (vendor codes included) in the total amount of \$801,474.86 for the development and maintenance of recreational trails and trail related safety and educational projects, effective upon Governor and Council approval through the dates listed on the attached sheet. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

| | |
|---|--------------------------------|
| 03-035-035-351510-37770000-074-500585-Grants for Public Assistance and Relief | <u>FY 2025</u> \$801,474.86 |
|---|--------------------------------|

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

The Attorney General's Office has reviewed and approved each grant as to form, substance and execution.

Respectfully submitted,

Brian J. Wilson
 Director

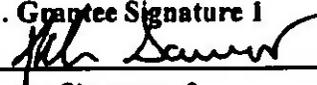
Concurred,

Sarah L. Stewart
 Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|---|--|--|
| 1.1. State Agency Name Department of Natural & Cultural Resources | | 1.2. State Agency Address 172 Pembroke Rd. Concord, NH 03301 | |
| 1.3. Grantee Name Bedford Conservation Commission | | 1.4. Grantee Address 24 North Amherst Rd. Bedford, NH 03110 | |
| 1.5. Grantee Phone # 603-792-1320 | 1.6. Account Number 10-03500-37770000-074 | 1.7. Completion Date December 31, 2024 | 1.8. Grant Limitation \$ 35,599.02 |
| 1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator | | 1.10. State Agency Telephone Number 603-271-3254 | |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Grantee Signature 1  | | 1.12. Name & Title of Grantee Signor 1 Rick Sawyer, Town Manager | |
| Grantee Signature 2 | | Name & Title of Grantee Signor 2 | |
| Grantee Signature 3 | | Name & Title of Grantee Signor 3 | |
| 1.13 State Agency Signature(s) Date: Craig Rennie <small>Digitally signed by Craig Rennie Date: 2024.05.11 11:54:38 +0400</small> | | 1.14. Name & Title of State Agency Signor(s) Craig Rennie, Bureau of Trails Chief Supervisor | |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/19/2024 | | | |
| 1.16. Approval by Governor and Council (if applicable) By: _____ On: / / | | | |

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"), 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials RCS
Date 5/28/24

2. **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.

1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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.

2. **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 and RSA 31-95-b.

4. **RECORDS AND ACCOUNTS.**

- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 provisions

5.1. **PERSONNEL.**

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 8.2. to perform such Project under all applicable laws.

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 the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

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.

9.1. **DATA: RETENTION OF DATA: ACCESS.**

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, 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.

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.

1. **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.

2. **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. 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. 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.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. 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. **CONFLICT**

OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or 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

Contractor Initials RSS
Date 5/29/24

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 interest 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.

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, workmen's compensation or emoluments provided by the State to its employees.

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 B without the prior written consent of the State.

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 or 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.

INSURANCE

The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.

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 of 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.

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.

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, if required or by the signing State Agency.

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 insures 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.

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.

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 supercedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials RCS
Date 5/29/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:

- a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Infrastructure Investment and Jobs Act of 2021.
- b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; «\$8,899.76», to the match requirement.
- c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
- d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if ≥ \$2,000 and service agreements are ≥ \$10,000.
- e. **FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data Information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.
 - i. **SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
- f. On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the Build America, Buy America Act (BABA). Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are produced in the United States. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. On August 16, 2023, The US Department of Transportation found, based on public comment, that it was in the public interest to issue a waiver of BABA's domestic preferences for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
 1. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.
 - ii. Iron and Steel: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the

Grantee Initials RCS
Date 5/24/24

production of pig Iron and the processing, pelletizing, and reduction of Iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
- iii. **Manufactured Products***: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
1. **The Federal Highway Administration (FHWA) has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification:*
- iv. **Construction Materials**: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- v. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- vi. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by

Grantee Initials RHS
Date 5/27/14

each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

- vii. Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.
 - viii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.
 - ix. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.
 - g. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - h. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - i. Maintain equipment purchased with RTP funds in good mechanical condition.
 - j. Provide an equipment report on the condition and location of trail equipment purchased with grant funds to be submitted annually by December 31st for the useful life of the equipment as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - k. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

3. Penalties

- a. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
- b. Denial of Future RTP Funds: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. Indemnification

Grantee Initials RYS
Date 5/28/21

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. Insurance

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1-17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B - Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C - Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and

Grantee Initials RS
Date 5/29/24

subsequent approved amendments.

Organization Name: «Bedford Conservation Commission»
Vendor Code: «177359»
Unique Entity ID: «GBXRTQPMCX59»
Grant #: «24-24»
Appropriation Code: 37770000-074-500585

Grant Amount: «\$35,599.02»
Match Required: «\$8,899.76»
Total Project Cost: «\$44,498.78»

The maximum amount of funds available to the Grantee pursuant to this agreement shall be «\$35,599.02». It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2024.

Grantee Initials *RCS*
Date *5/28/24*

Municipality Certification of Authority

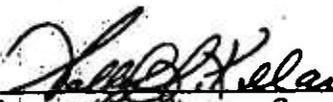
I, Sally Kellar (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Town of Bedford (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on October 25, 2023, 20 __, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Rick Sawyer, Town Manager (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Town of Bedford (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of May 24, 2024, 20 __. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: May 24, 2024

ATTEST:


(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

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

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

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

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

| Participating Member: Town of Bedford 24 North Amherst Road Bedford, NH 03110. | | Member Number: 116 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 | |
|--|--------------------------------|---------------------------------|--|---------------|
| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not: | |
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2024 | 1/1/2025 | Each Occurrence | \$ 2,000,000 |
| | | | General Aggregate | \$ 10,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2024 | 1/1/2025 | <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 | Primex³ - NH Public Risk Management Exchange |
| NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 | | | By: <i>Mary Beth Powell</i> |
| | | | Date: 11/30/2023 mpowell@nhprimex.org |
| | | | Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |



CERTIFICATE OF COVERAGE

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

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

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

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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"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2024 | 1/1/2025 | Each Occurrence | \$ 1,000,000 |
| | | | General Aggregate | \$ 2,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input type="checkbox"/> Workers' Compensation & Employers' Liability | | | <input type="checkbox"/> Statutory | |
| | | | Each Accident | |
| | | | Disease - Each Employee | |
| | | | Disease - Policy Limit | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: With regards to the grant agreement. 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.

| | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|------------|---|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> | Additional Covered Party | <input type="checkbox"/> | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| | | | | | By: <i>Wang Ed Powell</i> |
| | | | | | Date: 6/14/2024 mpurcell@nhprimex.org |
| | | | | | Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |
| | | | | | |
| NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 | | | | | |