

40



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services
*American Canadian French Cultural Exchange Commission,
Administratively Attached*



Van McLeod, Commissioner

October 21, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award a Certified Local Government Grant to the City of Concord (vendor #177376) in the amount of \$12,200.00 for the Survey of Extant Historic Carriage Houses and Urban Barns within Concord's West End Neighborhood, effective upon Governor and Council approval through September 30, 2014.
100% Federal Funds.

Funds are available in the account titled Federal Preservation Program as follows:

| | |
|--|---------------|
| | <u>FY2014</u> |
| 01-34-34-342010-34410000-072-500574 Grants-Federal | \$12,200.00 |

EXPLANATION

Concord's West End became a cohesive residential area in the 1830's and was fully developed by the late 1850's. The area has experienced relatively few modern residential incursions, leaving a remarkably intact mid-19th century neighborhood. A New Hampshire Division of Historical Resources survey form will be completed for each property in this area and the information provided will assist the City of Concord, State of New Hampshire and future researchers in understanding the patterns of development of in-town barns and carriage houses.

The Division of Historical Resources is required to set aside 10% of our federal funds for Certified Local Governments. Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG Funds. No match is required for this grant and will use 100% federal funds.

Should Federal Funds become no longer available; General Funds will not be requested to support this program.

Respectfully submitted,


Van McLeod
Commissioner

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and City of Concord (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

- 1. GRANT PERIOD: September 30, 2013 to September 30, 2014
- 2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$12,200. and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

- 3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval.
- 4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
- 5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey

Elizabeth Muzzey,
State Historic Preservation Officer

10/11/13
Date

Approved as to form, substance and execution:

Rosemary Dick 10-23-13
Office of Attorney General Date

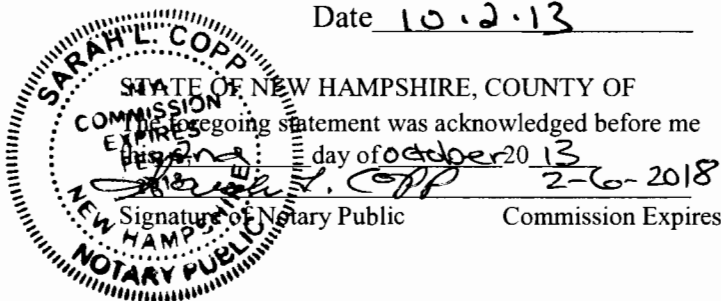
GRANTEE

Name City of Concord

Address 41 Green St.
Concord NH 03301

[Signature]
Authorized Signature

Date 10.2.13



NH DIVISION OF HISTORICAL RESOURCES
 PO BOX 2043
 CONCORD NH 03302-2043
 603-271-3483/3558
 FAX 603-271-3433

PROJECT NOTIFICATION

PROJECT TITLE: Survey of Extant Historic Carriage Houses & Urban Barns within Concord's West End Neighborhood
GRANT NUMBER: 22-CLG-2013-5
AREA AFFECTED BY PROJECT: Townwide
FEDERAL SHARE: \$12,200
NONFEDERAL SHARE: \$750.
CONGRESSIONAL DISTRICT: 2nd
TOTAL PROJECT COST: \$12,950.

1. SUBGRANTEE:

Name: City of Concord
 Address: 41 Green Street
 Contact Person: Fred Richards, HDC

2. NONFEDERAL MATCHING SHARE:

Donor: City
 Source: travel
 Kind: in-kind
 Amount: \$175.00

Donor: City
 Source: supports costs
 Kind: in-kind
 Amount: \$225.00

Donor: City
 Source: photocopying
 Kind: in-kind
 Amount: \$150.00

Donor: City
 Source: advertising
 Kind: in-kind
 Amount: \$200.00

3. BUDGET:

| | Non-Federal | Federal | Total |
|-------------------------|-------------|-----------|-----------|
| PAID CONSULTANTS | | | |
| Architectural Historian | | \$9,600. | \$9,600. |
| Survey Assistant | | \$2,100. | \$2,100. |
| Computer Technician | | \$500. | \$500. |
| SUPPLIES | | | |
| Film & prints | \$225. | | \$225. |
| Photocopying | \$150. | | \$150. |
| Advertising | \$200. | | \$200. |
| TRAVEL | | | |
| Travel | \$175. | | \$175. |
| TOTAL | \$750. | \$12,200. | \$12,950. |

4. PURPOSE:

Products: This project will survey the carriage houses and urban barns in one section of Concord. Concord's West End became a cohesive residential area in the 1830's and was fully developed by the late 1850's. The area has experienced relatively few modern residential incursions, leaving a remarkably intact mid-19th century neighborhood. A New Hampshire Division of Historical Resources survey form will be completed for each property in this area and the information provided will assist the City of Concord, State of New Hampshire and future researchers in understanding the patterns of development of in-town barns and carriage houses.

5. BEGINNING/ENDING DATES:

From: September 30, 2013
 To: September 30, 2014

6. An Environmental Certification indicating the applicable categorical exclusions is attached.
7. No program income will be generated.
8. As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund grants Manual, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.

[Handwritten Signature]

SHPO or Authorized Designee Signature

10/11/13

Date

EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines for Identification. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.
(b) Schedule: Begin date: September 30, 2013 and end date: September 30, 2014.
(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Identification.
- A.4. The Project Notification for this project is incorporated into Exhibit A as item A.4.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed **Twelve Thousand Two Hundred Dollars (\$12,200.00)** subject to:
(a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
(b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
(c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.
- B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

- B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:**

December 31, 2013
March 31, 2014
June 30, 2014
August 1, 2014 Draft Project
September 30, 2014 Final Project Report

EXHIBIT C: SPECIAL PROVISIONS

- C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
- C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
- C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
- C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | | |
|--|----------------|--------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE |
|  | | City Manager |
| APPLICANT ORGANIZATION | DATE SUBMITTED | |
| City of Concord, NH | July 9, 2013 | |

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Janice Bonenfant, of (insert Municipality name), Concord, do hereby certify to the following assertions:

- 1. I am the Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) September 9, 2013.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the New Hampshire Division of Historical Resources Certified Local Government providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) Thomas J. Aspell, Jr., on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons now occupy, the Office or Offices indicated:
Municipality Mayor: James Bouley
Municipality Clerk: Janice Bonenfant
Municipality Treasurer: Michael Jache

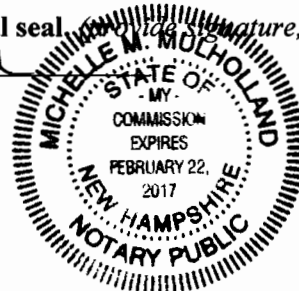
IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) September 18, 2013

Clerk/Secretary (signature) Janice Bonenfant

In the State and County of: (State and County names) New Hampshire/Merrimack County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Merrimack UPON THIS DATE (insert full date) September 18, 2013, appeared before me (print full name of notary) Michelle M. Mulholland, the undersigned officer personally appeared (Insert officers name) Janice Bonenfant who acknowledged him/herself to be (Insert the name of municipality) Concord City Clerk and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal, (insert date, signature, seal and expiration of commission) Michelle M. Mulholland



En 7/29/13

Resolution No. 8705

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200) FROM THE NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES CERTIFIED LOCAL GOVERNMENT (CLG) PROGRAM FOR THE CONDUCT AND PREPARATION OF A STUDY OF THE HISTORIC CARRIAGE HOUSES AND URBAN BARN WITHIN THE CITY OF CONCORD'S WEST END NEIGHBORHOOD.

Page 1 of 2

The City of Concord resolves as follows:

- WHEREAS,** on April 8, 2013, the City Council passed a resolution authorizing the City Manager to apply for funds from the New Hampshire Division of Historical Resources Certified Local Government Program for funds for the preparation of a study of historic carriage houses and urban barns within the West End neighborhood; and
- WHEREAS,** the City has been notified by the NHDHR that its application to receive grant funding for the study of the carriage houses and urban barns has been approved; and
- WHEREAS,** although the City is not required to provide matching funds for this Certified Local Government grant, there is a requirement to provide an accounting for in-kind time and other City expenses incurrent in the administration of the grant; and
- WHEREAS,** CIP #506, Historical Surveys, in the City's Capital Improvement Program, allows the future use of such grants requiring no local match to fund historical and archeological resources surveys, and includes the amount of \$35,000 for a grant in FY 2014; and
- WHEREAS,** this appropriation is for a purpose not included in the FY2014 adopted budget, therefore, Section 37 of the City Charter requires a two-thirds vote of the City Council.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200) FROM THE NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES CERTIFIED LOCAL GOVERNMENT (CLG) PROGRAM FOR THE CONDUCT AND PREPARATION OF A STUDY OF THE HISTORIC CARRIAGE HOUSES AND URBAN BARNs WITHIN THE CITY OF CONCORD'S WEST END NEIGHBORHOOD.

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED by the City Council of Concord that:

- 1. The sum of\$12,200
be and is hereby appropriated as follows:

Community Development Planning Department
 Capital Projects General Fund
 Professional Services (CIP# 506)\$12,200

- 2. Revenue for this project is available as follows:

Community Development Planning Department
 Capital Projects General Fund
 New Hampshire Division of Historical Resources CLG Grant.....\$12,200

- 3. The City Manager is authorized to execute agreements with the New Hampshire Division of Historical Resources to execute the program.
- 4. These funds shall be expended under the direction of the City Manager.
- 5. This resolution takes effect upon its passage.

In City Council
September 9, 2013
Passed

Janice W. Bennett
 City Clerk



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.

| <i>Participating Member:</i> City of Concord 41 Green Street Concord, NH 03301 | | <i>Member Number:</i> 145 | <i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 | | |
|---|---|--------------------------------|--|---|----------------------|
| Type of Coverage | | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not: | |
| <input checked="" type="checkbox"/> | General Liability (Occurrence Form) | 7/1/2013 | 7/1/2014 | Each Occurrence | \$ 5,000,000 |
| <input type="checkbox"/> | Professional Liability (describe) | | | General Aggregate | \$ 5,000,000 |
| <input type="checkbox"/> | Claims Made | | | Fire Damage (Any one fire) | \$ |
| <input type="checkbox"/> | Occurrence | | | Med Exp (Any one person) | |
| <input checked="" type="checkbox"/> | Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 7/1/2013 | 7/1/2014 | Combined Single Limit (Each Accident) | \$5,000,000 |
| | | | | Aggregate | \$5,000,000 |
| <input checked="" type="checkbox"/> | Workers' Compensation & Employers' Liability | 7/1/2013 | 7/1/2014 | <input checked="" type="checkbox"/> Statutory | |
| | | | | Each Accident | \$2,000,000 |
| | | | | Disease – Each Employee | \$2,000,000 |
| | | | | Disease – Policy Limit | \$ |
| <input checked="" type="checkbox"/> | Property (Special Risk includes Fire and Theft) | 7/1/2013 | 7/1/2014 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: 1,000 |
| Description: Proof of Primex Member coverage only. | | | | | |

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ – NH Public Risk Management Exchange |
| | | | By: <i>Tammy Denver</i> |
| | | | Date: 10/9/2013 tdenver@nhprimex.org |
| State of New Hampshire NH Division of Historical Resources 19 Pillsbury Street Concord, NH 03301 | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |