



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



May 21, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

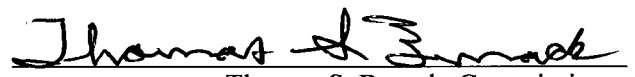
Authorize the Department of Environmental Services to amend a **sole source** agreement (PO # 7000590) with Central New Hampshire Planning Commission (VC# 154613), to complete the *Suncook River Fluvial Erosion Hazard Community Assistance* project by extending the completion date to June 30, 2015 from June 30, 2014, effective upon Governor and Council approval. This is a no-cost time extension. The original agreement was approved by Governor and Council on November 9, 2011, Item #84, and was amended on June 5, 2013, Item #151. 100% Capital (General) Funds.

EXPLANATION

In this agreement, the Central New Hampshire Planning Commission (CNHPC) provides support to communities in the Suncook River corridor in coordination of meetings for officials and the public on the fluvial erosion hazard (FEH) assessments being conducted on the Suncook River under a separate contract. Additionally, CNHPC is tasked with supporting emergency management and town officials by providing maps of the completed FEH zones and river condition data to communities, and in working with each town to identify how the information collected can be integrated into hazard mitigation efforts. The **sole source** contract was awarded to CNHPC due to its existing relationships with its constituent communities in the provision of technical assistance relative to hazards identification and mitigation. Regional planning commissions, including CNHPC, provide a similar role in all FEH assessment projects in New Hampshire as commissions best understand the needs of each community and have demonstrated the greatest effectiveness in supporting towns in these hazard mitigation planning.

CNHPC has not been able to execute all contract tasks by the original and amended contract end date. Completion of these tasks is dependent upon the collection of river condition data, which was collected in a separate contract during the summer and fall of 2013. This data is presently being processed, and DES is awaiting submittal of data for quality control review. The data collection contractor performed similar services in four other watersheds in the state during 2013, which have been a priority for completion as a result of federal grant deadlines associated with those projects. While the data are expected to be delivered to DES within the coming weeks, CNHPC will not have sufficient time by the existing end date to provide necessary and appropriate technical assistance to its communities using the collected data. As a result, this contract is being amended to extend the completion date by one year so that CNHPC may have sufficient time to work with its communities in the fulfillment of its assistance responsibilities to those towns in which the assessments are being conducted.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.


Thomas S. Burack, Commissioner

**Agreement for Services with Central New Hampshire Planning Commission
Amendment No. 2**

This Agreement (hereinafter called the "Amendment") dated this 24th day of March, 2014, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Central New Hampshire Planning Commission, acting by and through its Executive Director, Michael Tardiff (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on November 9, 2011, and amended on June 5, 2013, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

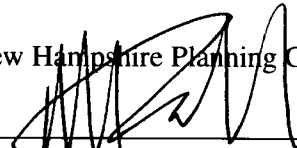
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2014 to June 30, 2015.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials MT
Date 5/9/14

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

Central New Hampshire Planning Commission
By 
Michael Tardiff, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack,


On this the 9 day of May, 2014, before the undersigned officer, personally appeared Michael Tardiff, Executive Director who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

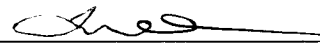
My Commission Expires: 3 April, 2018

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Thomas S. Burack, Commissioner

Approved by Attorney General this 19th day of May, 2014

OFFICE OF ATTORNEY GENERAL

By 

Contractor Initials MT
Date 5/9/14

CERTIFICATE

I, Keith Johnson, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a regularly scheduled CNHRPC Executive Committee meeting held on April 11, 2014 the CNHRPC Executive Committee voted to enter into a no cost extension of a contract with the New Hampshire Department of Environmental Services to undertake local planning assistance under the Suncook River Fluvial Erosion Hazard Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 9 day of May 2014.




Keith Johnson, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 9th day of May, 2014, before me, Matthew J. Monahan [Notary Public/Justice of the Peace], the undersigned officer, personally appeared Keith Johnson who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Notary Public/Justice of the Peace

COMMISSION EXPIRATION DATE: 3 April, 2018

SEAL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: Donna Beaudoin	
	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
E-MAIL ADDRESS: dbeaudoin@davistowle.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

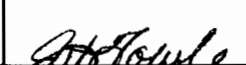
INSURED Central NH Regional Planning Commission
28 Commercial Street
Concord, NH 03301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZHV496655517	10/02/2013	10/02/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ADV603045115	10/07/2013	10/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHVA05071701	10/02/2013	10/02/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

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

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services P.O. Box 95, 29 Hazen Drive Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Entity: Central NH Regional Planning Participant Number: - 15		Company Affording Coverage (the "Company"): HealthTrust, Inc. PO Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products - Compl/Op Agg \$
			Fire Damage (each fire) \$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2014	6/30/2015	Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Participating Entity, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Participating Entity and the Additional Covered Party.*	
*Terms in quotes are defined in the Member Agreement.	

Certificate Holder: State of New Hampshire Dept. of Environmental Services 29 Hazen Drive Concord NH 03302-0095	Company By: <u>Wendy W. Parker</u> Authorized Representative Date Issued: <u>5/8/2014</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332
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Attachment A: Copy of original approved agreement