



The State of New Hampshire JAN23'19 AM 9:57 DAS  
**Department of Environmental Services**



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**Robert R. Scott, Commissioner**

January 2, 2019

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into an agreement with the Great Bay Stewards (VC #208564), Greenland, NH, in the amount of \$51,795 to develop a Comprehensive Plan for Resilient Salt Marshes in New Hampshire, effective upon G&C approval through June 30, 2020. The funding source is 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2019</u>
03-44-44-442010-3642-072-500575	\$51,795
Dept. Environmental Services, Coastal Zone Management, Grants—Federal	

**EXPLANATION**

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 7, 2018 for projects that enhance coastal resilience to current and future hazards. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included those that build capacity to address future coastal flood risk and design, permitting, and/or construction of site-specific projects that enhance coastal community and ecosystem resilience. Eleven eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected to receive funding, including the proposal submitted by the Great Bay Stewards (GBS) for this project. A scoring matrix is provided in Attachment B. The Great Bay Stewards is a non-profit organization whose mission is the long-term protection and conservation of the Great Bay estuarine ecosystem by supporting education, land protection, research and stewardship of Great Bay, in partnership with the Great Bay National Estuarine Research Reserve.

The goal of this project is to develop a spatially explicit salt marsh management and monitoring plan for the state of New Hampshire, and pilot the use of the plan at one state and one municipal property. Saltmarshes are one of the most valuable habitat types in providing ecosystem services, and also among the most threatened by climate impacts. To ensure that NH saltmarshes are resilient in the face of sea level rise and coastal storm surge, this proposed project will develop a collaborative marsh management

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

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and monitoring plan for New Hampshire. There are currently several groups that are monitoring and managing marshes within the state; this plan will use emerging science, local knowledge, and practical considerations to assess the current condition, vulnerability and adaptive capacity of each marsh in New Hampshire to present preferred management options. The planning process will build consensus for the plan by pulling together a Technical Advisory Committee comprised of restoration practitioners, land protection professionals, communities, and natural resource state agencies.

Total project costs are budgeted at \$60,859. DES will provide \$51,795 of the project costs through this federal grant. GBS will provide \$9,064 in matching funds. A budget breakdown is provided in Attachment A.

In the event that the Federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

**Subject: A Comprehensive Plan for Resilient Salt Marshes in New Hampshire**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> Great Bay Stewards, Inc.		<b>1.4 Grantee Address</b> 89 Depot Road Greenland, NH 03840	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> June 30, 2020	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$51,795
<b>1.9 Grant Officer for State Agency</b> Kevin Lucey, NH Coastal Program		<b>1.10 State Agency Telephone Number</b> (603) 559-0026	
<b>1.11 Grantee Signature</b> <i>Jack O'Reilly</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> <i>Jack O'Reilly Chairman</i>	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>12/6/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal): <i>Allison Knab</i>		<b>ALLISON M. KNAB, Notary Public</b> My Commission Expires May 23, 2019	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Allison Knab, Notary Public</i>			
<b>1.14 State Agency Signature(s)</b> <i>Robert R. Scott</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>			
By: <i>[Signature]</i>		Attorney, On: <u>1/22/19</u>	
<b>1.17 Approval by the Governor and Council</b>			
By: <i>[Signature]</i>		On: <u> / /</u>	

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

## 12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer 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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee 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.

## 17. INSURANCE AND BOND.

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

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

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

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

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

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

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

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

**Exhibit A**  
**Scope of Services**

**Project Title: A Comprehensive Plan for Resilient Salt Marshes in New Hampshire**

This Scope of Services with the Great Bay Stewards, Inc. (GBS) will enable the Great Bay National Estuarine Research Reserve (GBNERR) and a Project Team comprised of the University of New Hampshire, New Hampshire Department of Environmental Services, New Hampshire Fish and Game Department, the City of Portsmouth and the Rockingham Planning Commission to evaluate the resiliency and determine long term management and monitoring strategies for salt marsh habitat in New Hampshire. Additional technical experts will offer project direction on a Technical Advisory Committee. Additional stakeholders from conservation organizations and from local conservation commissions will be engaged to guide project results. The Scope of Services shall be implemented as follows:

**Task 1. Create GIS model and a Technical Advisory Team**

- 1.1 A Technical Advisory Committee will be convened to review the results of marsh units and resiliency scores developed under a separate project between Great Bay National Estuarine Research Reserve and National Oceanic and Atmospheric Administration's Office of Coastal Management that will be completed by February 2019. The Technical Advisory Committee will also discuss and recommend additional data layers that will be useful to understanding resiliency specific to NH marshes.
- 1.2 The Technical Advisory Committee will assist the Project Team in matching different types of marshes with different land use, protection or adaptation strategies and suggested monitoring priorities.
- 1.3 NH Fish and Game will utilize feedback from the Technical Advisory Committee to create a first draft desktop model that associates each Marsh Unit with a list of potential management and monitoring strategies.
- 1.4 The first draft desktop model will be revised based on feedback from the Project Team and Technical Advisory Committee to create a more realistic management tool.

**Task 2. Develop field assessment protocols and a template for marsh profiles**

- 2.1 NH Fish and Game with the assistance of the Project Team and Technical Advisory Committee will develop, pilot and refine a field assessment protocol for verifying model results in a subset of marsh units that are identified through the 1.3 process. The field assessment protocol will be developed at marsh units selected based on favorable model outputs.
- 2.2 NH Fish and Game with the assistance of the Project Team and Technical Advisory Committee will create, pilot and refine a template "Marsh Profile" that explain the resiliency score, key monitoring opportunities, the potential management and land use policy options, and important contextual information to consider.

**Task 3: Solicit feedback and recommendations from NH land protection partners, permitting agencies and local conservation and planning boards and commissions**

- 3.1 Share draft model and profile templates with potential users of the model at up to three focus group sessions or workshops. These stakeholders will advise on how to make the profiles more useful, how to incorporate the results into other planning efforts in the region, and how to communicate the results in an appropriate way.
- 3.2 Revise model and Marsh Profile templates based on stakeholder feedback

**Task 4: Pilot the field assessment protocols and template for the salt marshes in the City of Portsmouth and for up to 2 publicly owned marshes**

- 4.1 Conduct field assessments for the marshes in the City of Portsmouth and for one or two state owned properties. This pilot will help refine what information is needed in the “Marsh Profile” and will also test the utility of model outputs in a planning context, and in a potential restoration or land protection context (planning context in Portsmouth, restoration context for the publicly owned land).
- 4.2 Develop draft and final “Marsh Profiles” for identified sites in Portsmouth and on State property.

**Task 5. Semi-annual and final project reports**

- 5.1 Write and submit the first semi-annual progress report that summarizes project activity from the start date of the agreement through June 30, 2019. The first semi-annual report is due July 15, 2019.
- 5.2 Write and submit the second semi-annual progress report that summarizes project activity from June 30, 2019 through December 31, 2019. The second semi-annual report is due January 15, 2020.
- 5.3 Prepare a final report that summarizes all project activities by the tasks outlined in the agreement and includes all supporting materials. The final report is due by the agreement end date of June 30, 2020.

**Deliverables:** In addition to two (2) semi-annual progress reports and one (1) final report, the following deliverables will be provided at the end of the project period: 1) Draft Model Outputs, 2) Field Assessment Protocol for Verifying Model Results, 3) Marsh Profile Template, and 4) Final Marsh Profiles for Portsmouth and State of NH sites

**Funding Credit:** All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: “This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.”

**Exhibit B**  
**Method of Payment and Contract Price**

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$51,795. Matching funds provided by the Grantee shall total \$9,064 of non-federal cash and in-kind services. .



**Exhibit C**  
**Special Provisions**

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

Subparagraph 14.1.1 of the General Provisions shall be changed to read: "comprehensive 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 \$1,000,000 aggregate; and".

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

I) ***Nondiscrimination.*** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.

IV) ***Matching funds.*** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

V) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarment and Suspension.*** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. **Subcontracts.** The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State

standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Contractor's EIN number is 02-048-20897.

(02 - 048 20897)

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT BAY STEWARDS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 26, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239305



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2016.

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

William M. Gardner  
Secretary of State

CERTIFICATE

I, Deborah Alberts, Vice Chair of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Vice Chair;
- (2) at the meeting held on 12/6/2019, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jack O'Reilly

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Great Bay Stewards, Inc., this 6 day of December 2019

Deborah Alberts

Signature of Certifying Officer

Deborah Alberts

Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 6 day of December, before me Allison Knab the undersigned officer, personally appeared Deborah Alberts who acknowledged himself to be the Vice Chair of the Great Bay Stewards, Inc. 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.

Allison Knab

Signature of Notary Public

Allison Knab

Printed name of Notary Public

ALLISON M. KNAB, Notary Public  
My Commission Expires May 23 2019

Commission Expiration Date:  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2018

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 Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC
	PHONE (AC No. Ext): (603) 772-4781 FAX (A/C, No): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com
INSURED Great Bay Stewards INC. 89 Depot Rd Greenland NH 03840-2151	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Co NAIC # 10677
	INSURER B: Riverport Insurance Co 36684
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master 18/19 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EMP 0093555	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/POP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WERP300724	11/21/2018	11/21/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Operations usual & customary of a Civic Group:

The certificate holder - NH Department of Environmental Services is listed as an Additional Insured in regards to General Liability policy per form CG20 10 07 04. This insured is trying for a Federal Grant and the certificate holder must be listed as Additional Insured

CERTIFICATE HOLDER (603) 271-7894 allison.knab@greatbaystewards.com NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302	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 Gary Rohr, CIC/EMAGGI
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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$0	\$0	\$0
Employee Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies & Services	\$400	\$0	\$400
Equipment	\$0	\$0	\$0
Sub Contractual	\$43,186	\$0	\$43,186
Facilities and Administrative Costs	\$4,709	\$0	\$4,709
Other	\$3,500	\$9,064	\$12,564
<b>Subtotals</b>	<b>\$51,795</b>	<b>\$9,064</b>	<b>\$60,859</b>
<b>Total Project Cost</b>			<b>\$60,859</b>

**Attachment B**  
**Grant Scoring Matrix**

	Dover	Great Bay Stewards	Rockingham Planning Commission	Seabrook Hamptons Estuary Alliance	Strafford Regional Planning Commiss	The Nature Conservancy	NH Sea Grant/UNH Coop Ext Dunes	UNH Ocean Engineering Foster	UNH Ocean Engineering Lippmann	UNH Coop Ext CITC	UNH Sponsored Research
Reviewer "A"	56	86	59	60	79	84	81	79	37	89	66
Reviewer "B"	63	86	66	76	85	91	80	80	73	81	82
Reviewer "C"	78	92	71	76	80	95	87	84	53	94	81
Reviewer "D"	66	88	55	78	74	95	93	62	63	87	65
Reviewer "E"	77	94	67	79	90	98	92	81	60	97	89
Reviewer "F"	86	98	84	85	80	92	94	87	52	99	70
<b>AVERAGE</b>	71.0	90.7	67.0	75.7	81.3	92.5	87.8	78.8	56.3	91.2	75.5
<b>RANK</b>	9	3	10	7	5	1	4	6	11	2	8

**Review Team Members:**

- Steve Couture, Coastal Program Administrator, 19 years of experience in environmental planning and grants management
- Rebecca Newhall, Northeast Regional Liason, NOAA Office for Coastal Management, 16 years of experience in grants management
- Chris Williams, Federal Consistency Coordinator, 19 years of regulatory and coastal management experience
- Kevin Lucey, Habitat Coordinator, 16 years of experience with environmental assessment, project management, and watershed restoration
- Kirsten Howard, Coastal Resilience Coordinator, 9 years coastal policy and management and resiliency experience
- Nathalie Morison, Coastal Resilience Specialist, 8 years coastal policy and management and resiliency experience