



The State of New Hampshire
Department of Environmental Services

APR 10 '20 AM 8:02 D



Sam,
114

Robert R. Scott, Commissioner

March 19, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend a **SOLE SOURCE** agreement (PO #1067173) with the Central New Hampshire Regional Planning Commission (VC #154613), Concord, NH, by: 1) increasing the contract amount by \$7,500 from \$7,500 to a total of \$15,000; 2) expanding contract deliverables and 3) extending the completion date from March 31, 2020 to December 31, 2020, effective upon Governor and Council approval. The original contract was approved by the Commissioner on May 7, 2019. 100% Other Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-08520000-073-500581	\$7,500
Dept. Environmental Services, Rivers/Lakes Mgmt/Protect Fund, Grants Non Federal	

EXPLANATION

NHDES is requesting approval of this **RETROACTIVE, SOLE SOURCE** amendment to support the Central New Hampshire Regional Planning Commission (CNHRPC) in its work assisting the Warner River Local Advisory Committee (WRLAC) in meeting its statutory obligation to develop a river corridor management plan to guide protection and conservation efforts in and around the Warner River. This amendment is **RETROACTIVE** because the original agreement expires on March 31, 2020. While CNHRPC notified NHDES of the potential delay in completing the project by March 31st, NHDES was unable to process the project extension paperwork timely as a result of staff being diverted to work on COVID19 emergency response issues. This amendment is **SOLE SOURCE** because CHNRPC is the only entity that provides municipal planning services to the five communities through which the Warner River flows. Upon its designation in August 2018, the Warner River became one of 19 rivers designated under the Rivers Management and Protection Program, RSA 483. Since the designation in August 2018, NHDES has worked with WRLAC, a group of local representatives from the municipalities along the river who work together to provide management recommendations which will ensure the continued viability of the Warner River as an ecologic, economic, and social asset for future generations.

The first phase of the project involved the creation of a draft plan. The draft is nearly complete. However, it is clear that a significant amount of public participation and report editing based on public

input is desired to finalize the management plan. The CNHRPC is completing the draft plan for the WRLAC's review under the original contract, and this amendment will grant them additional time and resources to work with WRLAC to complete a final plan. The final management plan will consist of an evaluation of current conditions in the river corridor, the results of community surveys and outreach conducted under this project, the identification of critical riparian resources to protect, descriptions of issues that may threaten the health of the river, proposed goals for the WRLAC, and a list of action items for the WRLAC.

Total project costs are budgeted at \$15,000. To date, \$3,750 of the approved funding has been expended. NHDES will provide 100% of the project costs through this state grant. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

**Agreement for Services with Central New Hampshire Regional Planning Commission
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 27th day of February, 2020, 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 Regional Planning Commission acting by and through the Executive Director, Michael Tardiff (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by Commissioner Robert R. Scott on June 05, 2019, 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 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 Paragraph 1.7 of the Agreement shall be changed from March 31, 2020 to December 31, 2020.
 - (B) The price limitation as set forth in sub-paragraph 1.8 of the Agreement shall be increased by \$7,500 from \$7,500 to \$15,000.
 - (C) The Scope of Services as set forth in Exhibit A shall be amended as follows and noted with strikethrough (deletion) and italics (addition), and shall be amended to include two additional objectives (4 and 5) and three sub-tasks (5, 6 and 7):

The Central New Hampshire Regional Planning Commission (CNHRPC) shall perform the following tasks to assist the Warner River Local Advisory Committee to prepare the ~~draft~~ *final* Warner River Corridor Management Plan:

Objective 4. Continue and enhance public outreach

Task 5: The WRLAC and CNHRPC will address comments received from NHDES Rivers Management and Protection Program staff prior to publishing the final draft of the Plan document.

Task 6: CNHRPC will facilitate a corridor-wide meeting and attend local meetings (up to 6) with the WRLAC and town boards to continue the plan development public outreach process and seek input on the published final draft.

Objective 5. Develop Final Warner River Corridor Management Plan

Task 7: CNHRPC staff will continue to work with the WRLAC to prepare the final Warner River Corridor Management Plan that contains the following elements:

Contractor Initials: MT
Date: 2/23/20

1. *Summary of Regulatory Framework*
2. *Summary of River Corridor Resources including the elements listed in RSA 483:10, II*
3. *Review of Public Outreach Process/Results*
4. *Goals and Objectives*
5. *Proposed Implementation Measures/Action Items (to be incorporated in the Plan's Appendix)*

(D) The Grant Amount and Payment Schedule as set forth in Exhibit B shall be amended as follows, and will include payment for the additional tasks payable upon completion, review, and approval of deliverables and/or scope and budget change orders by the state as specified:

Task	Description	Status	Original Payment	Revised Payment
5	Address comments received from NHDES staff prior to publishing the final draft of the Plan document.	New sub-task 5 under Objective 4 to add \$500	\$0	\$500
6	Facilitate and attend local meetings with the WRLAC and town boards.	New sub-task 6 under Objective 4 to add \$3,000.	\$0	\$3,000
7	Work with the WRLAC to prepare the final Warner River Corridor Management Plan.	New sub-task 7 under Objective 5 to add \$4,000.	\$0	\$4,000

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: 2/27/20

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

Central New Hampshire Regional Planning Commission

By [Signature]
Michael Tardiff, Executive Director

STATE OF State

COUNTY OF County

On this the 27th day of February, 2020 before the undersigned officer, personally appeared Michael Tardiff, Executive Director, who acknowledged him/herself 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.

[Signature]
Name: _____
Notary Public Justice of the Peace
My Commission Expires: 3/7/23

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 3rd day of April, 2020

OFFICE OF ATTORNEY GENERAL

By [Signature]

Contractor Initials: MT
Date: 2/27/20

CERTIFICATE OF VOTE

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 February 13, 2020 the CNHRPC Executive Committee voted to enter into an amended agreement with the New Hampshire Department of Environmental Services to assist the Warner River Local Advisory Committee to prepare the Final Warner River Corridor Management Plan. 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)

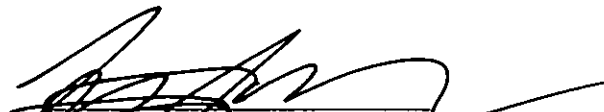
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 27 day of Feb 2020.


Keith Johnson, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 27th day of February 2020, before me, Matthew J. Masher [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: March 7, 2023





CENTNHR-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2020

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 have ADDITIONAL INSURED provisions or 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, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Here Here	
	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hanover Insurance Companies		22292
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Central NH Regional Planning Commission 28 Commercial Street, Suite 3 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	ADD'L SUBR (INSR) 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZHV4966555 24	10/2/2019	10/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AHV6030451	10/7/2019	10/7/2020	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHVA050717 07	10/2/2019	10/2/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WZVA966702-03	6/30/2019	6/30/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation Information
 3A State: NH

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental Services P.O. Box 95 29 Hazen Drive Concord, NH 03302	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
---	---



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

PO 1067173

May 6, 2019

Robert R. Scott
Commissioner
NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** agreement with the Central New Hampshire Regional Planning Commission (VC # 154613), Concord, NH, in the amount of \$7,500, to develop a Warner River Corridor Management Plan for the Warner River Local Advisory Committee, effective upon your approval through March 31, 2020. 100% General Funds.

Funding is available in the account as follows:

WU 11030869
RQ 193188
FY 2019
\$7,500

03-44-44-442010-08520000-073-500581

Dept. Environmental Services, Rivers/Lakes Mgmt/Protect Fund, Grants Non Federal

EXPLANATION

This award is **SOLE SOURCE** because the Central New Hampshire Regional Planning Commission (CNHRPC) is the only entity that provides municipal planning services to the five communities through which the Warner River flows. Upon its designation in August 2018, the Warner River became one of 19 rivers designated under the Rivers Management and Protection Program, RSA 483. Since August 2018, the Department of Environmental Services has established the Warner River Local Advisory Committee (WRLAC), a group of local representatives from the municipalities along the river who will work together to provide management recommendations which will ensure the continued viability of the Warner River as an ecologic, economic, and social asset for future generations.


The purpose of this agreement is to support the CNHRPC in its work assisting the WRLAC in meeting its statutory obligation to develop a river corridor management plan to guide protection and conservation efforts in and around the Warner River. The management plan will consist of an evaluation of current conditions in the river corridor, the results of community surveys and outreach conducted under this project, identification of critical riparian resources to protect, descriptions of issues that may threaten the health of the river, proposed goals for the WRLAC, and a list of action items for the WRLAC. It is expected that CNHRPC will develop a draft plan for the WRLAC's review under this contract.

118-4300

Robert R. Scott Commissioner
Page 2

Total project costs are budgeted at \$7,500. DES will provide 100% of the project costs through this state grant.

We respectfully request your approval.



Tracie Sales FOR
Rivers & Lakes Programs Manager

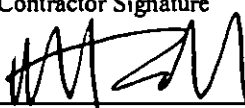

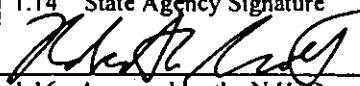
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Central New Hampshire Regional Planning Commission		1.4 Contractor Address 28 Commercial Street, Ste. 3 Concord, NH 03301	
1.5 Contractor Phone Number 603-226-6020	1.6 Account Number 03-44-44-442010-0852000-073 -500581	1.7 Completion Date March 31, 2020	1.8 Price Limitation \$7,500
1.9 Contracting Officer for State Agency Tracie Sales, Rivers and Lakes Programs Manager		1.10 State Agency Telephone Number 603-271-2959	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mehool Tardiff, Ex. Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On April 29, 2019, 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.			
1.13.1 Signature of Notary Public or Justice of the Peace  Notary Public [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Matthew J. Monahan, Notary public / commission expires March 7, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES Date: 5/7/19	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials MT
Date 4/29/19

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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 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.

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 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 \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

Exhibit A
Scope of Services

The Central New Hampshire Regional Planning Commission (CNHRPC) shall perform the following tasks to assist the Warner River Local Advisory Committee to prepare the draft Warner River Corridor Management Plan:

Objective 1. Compile existing data/mapping/resources for Warner River Corridor

Task 1 : CNHRPC will compile existing data/mapping/resources for Warner River Corridor area (utilizing existing Warner River Nomination (WRN) data and any subsequent available data for use in the corridor management plan). The proposed study area extends ¼ mile from the high water mark on either side of the river, and includes any adjacent 100-year floodplain areas.

Task 2: CNHRPC will compile the Summary of Regulatory Framework and Summary of River Corridor Resources (including the elements listed in RSA 483:10, II).

Objective 2. Undertake public outreach/survey/Conservation Commission/BOS outreach

Task 3: CNHRPC will assist in the development/distribution/analysis of a stakeholder survey, facilitate a corridor-wide meeting, and attend local meetings (up to 6) to seek public input.

Objective 3. Develop Draft Warner River Corridor Management Plan

Task 4: CNHRPC staff will work with the Warner River LAC to prepare the draft Warner River Corridor Management Plan that contains the following elements:

1. Summary of Regulatory Framework
2. Summary of River Corridor Resources including the elements listed in RSA 483:10, II
3. Review of Public Input Process/Results
4. Goals and Objectives
5. Proposed Implementation Measures/Action Items

Initials: WCT
Date: 4/29/19

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by DES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay CNHRPC up to \$7,500.00, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in Exhibit A above according to the following schedule:

Upon submittal of a project progress report describing completed Tasks 1 and 2	\$3,750.00
Upon submittal of a final report describing completed Tasks 3 and 4	\$3,750.00

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Tracie Sales, Watershed Management Bureau
E-mail: Tracie.Sales@des.nh.gov

Invoices shall be approved by the Grant Officer before payment is processed.

Initials: MT
Date: 4/29/19

Exhibit C
Special Provisions

There are no Special Provisions.

Initials: MT
Date: 4/29/11

CERTIFICATE OF VOTE

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 January 10, 2019 the CNHRPC Executive Committee voted to enter into a contract with the New Hampshire Department of Environmental Services to assist the Warner River Local Advisory Committee to prepare the Warner River Corridor Management Plan. 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 29 day of April, 2019.




Keith Johnson, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 29th day of April, 2019, 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: march 7, 2023

SEAL



CENTNHR-01

DREAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2019

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 have ADDITIONAL INSURED provisions or 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).

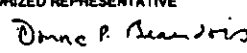
PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (603) 225-7935 NAIC # 22292
INSURED Central NH Regional Planning Commission 28 Commercial Street, Suite 3 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	ADOL SUBR INSD WYR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		ZHV4966555 23	10/2/2018	10/2/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY	PROJ	LOC			
	OTHER:					
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		AHV6030451 20	10/7/2018	10/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0		UHVA050717 06	10/2/2018	10/2/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	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 N/A	WZVA966702	6/30/2018	6/30/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH Department of Environmental Services P.O. Box 95 29 Hazen Drive 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 
--	--

ROUTING SLIP

Originator: Tracie Sales Ext. 2959

SPR 5/19 Date Approved
(for COO use only)

IRT Title: Contract with CNHRPC IRT Item # WD-WMB-04-2019-18

- Governor & Council (12 copies)
(No AG approval or Contract Checklist Needed on Docks, Loans & Dues)
- Fiscal Committee (36 copies)
- SRF Loan Finalization (1 copy to Acctg / 1 copy to Program)

Internal Contract Under AG Threshold (To Acctg - Jackie Harris *Lindsay Gunk*)
(\$10,000 for Personal Services, \$10,000 for grants & other contracts, \$2,500 for Dues)

Kristy Person in Accounting to get copy

updated 10.23.17