



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



64A

**Thomas S. Burack, Commissioner**

VAR0916 11 04 1993

February 29, 2016

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **Sole Source** contract with the Virginia Polytechnic Institute and State University (Vendor Code #170990), Blacksburg, VA in an amount not to exceed \$140,744 to update and enhance wetland maps, effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the account below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY 16</u>	<u>FY 17</u>
03-44-44-442010-18820000-102-500731	\$70,744	\$70,000
Dept. Environmental Services, Wetland Restoration and Protection, Contract for Program Services		

**EXPLANATION**

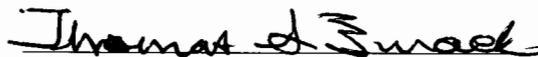
New Hampshire's wetlands and their associated uplands, floodplains and riparian areas provide important functions in terms of flood control, wildlife habitat, water filtration and storage and recharge for both ground and surface waters. Emerging conservation issues such as climate change, sea-level rise, increasing storm severity, drought, energy development, species declines and expansion of infrastructure are driving the need for contemporary geospatial resource information. The National Wetlands Inventory (NWI) has been producing wetland maps and geospatial wetland data for the United States since the mid-1970s. The current New Hampshire NWI maps were largely produced in the 1980s and require revision to improve their spatial and temporal accuracy. For this project, DES plans to contract with the Conservation Management Institute at Virginia Polytechnic Institute and State University (VTech). A **sole source** contract is necessary because VTech is a federally recognized contractor that has conducted this type of service for other state agencies in the region. VTech is uniquely positioned to provide the services due to their extensive experience in digital imagery analysis and were specifically trained by experts at the National Wetland Inventory in conducting this mapping work. VTech has conducted similar work for a portion of the watershed involving New Hampshire coastal communities so there will be consistency of the data region wide.

VTech will update wetland maps in two watersheds using the most current aerial photographs available and provide additional information on wetland functions by applying the NWI+ classification system. To build resiliency in the Merrimack and Salmon-Fall watersheds, DES will work with partners and undertake activities from the Wetland Program Plan that builds on recent work to incorporate enhanced technical resources and to make the collected information available through outreach to municipalities and on the New Hampshire Geographically Referenced Analysis and Information Transfer System (GRANIT).

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
Page 2 of 2

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

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath it.

Thomas S. Burack  
Commissioner

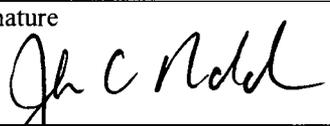
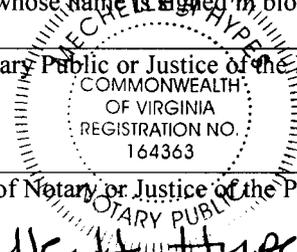
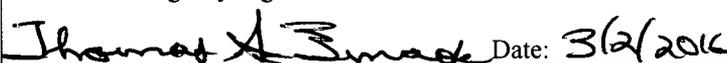
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Virginia Polytechnic Institute and State University		1.4 Contractor Address North End Center, Suite 4200 300 Turner Street NW Blacksburg, VA 24061	
1.5 Contractor Phone Number 540-231-9168	1.6 Account Number 03-44-44-442010-18820000-102-500731	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$140,744
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John C. Rudd AVP for OSP Administration	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Montgomery</u> On <u>02/17/2016</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.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Mechelle H. Hypes</u> [Seal]  My Commission Expires: <u>6-30-2016</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Mechelle H. Hypes</u> Notary Public			
1.14 State Agency Signature  Date: <u>3/2/2016</u>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack</u> Commissioner	
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: <u>3-3-2016</u>			
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 *JR*  
Date *2/19/2016*

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.

Contractor Initials

Date

JCP  
7/2/19/2016

**EXHIBIT A**  
**SCOPE OF SERVICES**

UPDATE AND ENHANCE WETLAND INVENTORY MAPS FOR FOUR SUBWATERSHEDS IN THE  
MERRIMACK AND SALMON FALLS-PISCATAQUA RIVER WATERSHEDS

**SCOPE OF WORK:**

This agreement (“agreement”) is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter “DES”), and Virginia Polytechnic Institute and State University (hereinafter “VTech”), for the purpose of undertaking a project of updating and providing enhanced information to wetland maps. Using funds from the EPA Region 1 2015 Wetland Program Development Grant, DES will provide funds to VTech to identify, delineate, and attribute wetlands, using ESRI’s ArcGIS 10.x to produce digital wetland maps meeting or exceeding the Federal Geographic Data Committee (hereinafter “FGDC”) wetlands mapping standards. The project is described in the proposal submitted by the VTech Office of Sponsored Programs, # PAVVFTCB and outlined in the following tasks.

**Task 1:**

All wetlands and deepwater habitat will be classified according to the Cowardin wetland classification system (Cowardin, et al. 1979) and will meet all U.S. Fish and Wildlife Service (FWS) data collection guidelines for inclusion in the NWI master geodatabase. Mapping will be completed at a minimum scale of 1:8,000 and a target mapping unit (TMU) of 0.25 acres. Smaller or more complex wetlands may be mapped at a finer scale at/or below the TMU. Existing NWI linework will be used for reference data only and will not be directly edited for this project. Wetlands will be identified and drawn from the most recent, leaf-off, high-resolution aerial photography that is publicly available. This will permit us to produce the most accurate spatial and attributional dataset possible. Should more recent leaf-on imagery be available (e.g., National Agriculture Imagery Program (NAIP) leaf-on imagery), a final revision of the database will be updated using this imagery to provide the most current wetland map possible.

**Task 2:**

Upon finalization of the updated wetland map, a GIS Analysts at CMIVT will apply the NWI+ Wetland Classification system developed by the U.S. Fish and Wildlife Service (Tiner, 2011) to provide a landscape-level assessment of the wetlands. CMIVT will apply landscape position, landform, water-flow path, and water-body type descriptors (LLWW) to the wetland layer, followed by the assignment of wetland function using a semi-automated process developed by CMI in collaboration with Tiner.

**Task 3:**

Experienced field teams will visit New Hampshire to inspect selected wetlands, and record the Cowardin and NWI+ type. As necessary, general wetland descriptions will also be recorded to include individual plant species types or unique structural identifiers (e.g., impoundments, ditched, etc.). Field data will be used to conduct a final analysis of accuracy. Any discrepancies identified in the field will be corrected and, if systematic errors are found, a full review will be implemented. Finally, a rigorous QA/QC protocol will be applied to ensure the final wetland map meets or exceeds all standards as required by the FGDC, NWI program, and the State of New Hampshire’s Department of Environmental Services. Senior photo-interpreters will review all maps and apply QA/QC tools developed within the CMIVT, as well as those provided by the FWS, to confirm and document mapping accuracy.

**DELIVERABLES:**

VTech shall provide a digital geospatial database of the updated wetlands maps and NWI+ classification in an ArcGIS format specified by the State.

**SCHEDULE:**

- a. Task 1 – Upon G&C approval to June 30, 2016
- b. Task 2 – April 15, 2016 to September 30, 2016
- c. Task 3 – August 1, 2016 to October 31, 2016
- d. Final Deliverable due December 15, 2016

**EXHIBIT B**  
**BUDGET AND PAYMENT METHOD**

VTech shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to VT Tech in accordance with the following:

	<b>Budget</b>	<b>Payment Method</b>
Task 1 – Update Wetland Maps	\$35,000.00	Upon completion of task
Task 2 – Apply NWI+	\$35,744.00	Upon completion of task
Task 3 – Field Verification	\$35,000.00	Upon completion of task
Final Deliverable	\$35,000.00	Upon completion of task
<b>TOTAL Contract Amount</b>	<b>\$ 140,744</b>	

**Total amount to be authorized following approval**  
**by the Governor and Executive Council** **\$140,744.**

Payments shall be made by DES to VTech upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay VTech within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:  
NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
ATTN: Lori Sommer, Wetlands Bureau

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

**EXHIBIT C**  
**SPECIAL PROVISIONS**

“Federal Funds paid under this agreement are from a Grant to the State from US Environmental Protection Agency, Building Climate Change Resiliency in New Hampshire by Prioritizing Wetland and Stream Mitigation Opportunities (Track Two) under CFDA #66.461. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the

terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.”

Subparagraph 6.3 of the Agreement is stricken and replaced with the following:

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 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.

Paragraph 8 of the Agreement is stricken and replaced with the following:

**8. EVENT OF DEFAULT/TERMINATION.**

8.1 Failure by either party to comply with any material term or condition under this Agreement shall constitute an “Event of Default” and shall entitle the non-defaulting party to give the party in default written notice specifying the Event of Default and requiring it to be remedied. If the party in default has not cured the Event of Default within thirty (30) calendar days of receipt of such notice (or other reasonable time as allowed by such notice), the notifying party shall be entitled to terminate this Agreement. The termination shall be given in writing and shall take effect as of the date of the termination notice. Failure of the parties to agree on termination costs shall be a dispute.

8.2 Performance under this Agreement may be terminated by the State for its convenience upon sixty (60) days prior written notice. Performance may be terminated by the Contractor if circumstances beyond its reasonable control preclude continuation of the Research. Upon termination, the Contractor will be reimbursed for all costs and non-cancellable commitments incurred in the performance of the Research up to and including the date of notice of an Event of Default or of termination, such amount not to exceed the total price limitation specified in block 1.8 of this Agreement. The State will be provided results of the research that have been generated prior to the date of the termination.

Paragraphs 10 and 13 of the Agreement are hereby stricken.

Paragraph 14 of the Agreement is stricken and replaced with the following:

**14. INSURANCE.** For the duration of this Agreement, the Contractor shall maintain (under its insurance through the Commonwealth of Virginia Insurance Program) insurance coverage for protection from claims under workers compensation, automobile liability, general liability, and professional liability. General liability coverage shall be in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Contractor shall provide a Certificate of Insurance evidencing said insurance.

Subparagraph 15.2 is stricken from the Agreement.

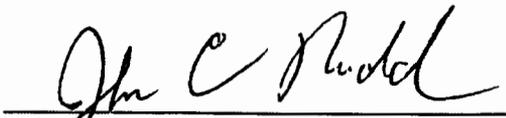
Paragraph 19 of the Agreement is stricken and replaced with the following:

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement 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.

## CERTIFICATE OF AUTHORITY

I, John C. Rudd, Assistant Vice President for Sponsored Programs Administration for Virginia Polytechnic Institute and State University (Virginia Tech), do hereby certify that:

1. I am the Assistant Vice President for the Office of Sponsored Programs
2. Virginia Tech Policy No. 3015, University Contract Signature Policy and Procedures <http://www.policies.vt.edu/3015.pdf> (Item 10 on Page 3) indicates that the Assistant Vice President for Sponsored Programs, is the Authorized Organizational Representative (AOR) that will be signing the final agreement. If the Assistant Vice President for Sponsored Programs is out that day the Director of Pre-Award will sign in their absence.
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force as effect as of the date hereof.



John C. Rudd 1/28/15

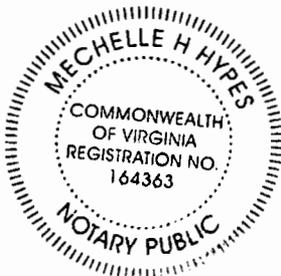
AVP for OSP Administration

County of Montgomery  
State of Virginia

Signed before me this 28th Day of January, 2016.  
My Commission expires: 06-30-2016



Mechelle H Hypes





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2016

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).

<b>PRODUCER</b> Risk Management Plan of the Commonwealth of Virginia - Self Insured	<b>CONTACT NAME:</b> John Urquhart <b>PHONE A/C, No, Ext):</b> 540-231-7439 <b>E-MAIL ADDRESS:</b> johnu64@vt.edu	<b>FAX A/C, No):</b> 540-231-5064
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Commonwealth of Virginia and all of its agencies, including Virginia Tech. Mail Code 0310 Blacksburg VA 24061	<b>INSURER A:</b> State Insurance Reserve Trust Fund created in	
	<b>INSURER B:</b> Section 2.5-526.5 of the Code of Virginia	
	<b>INSURER C:</b> State Property Risk Management Plan created in	
	<b>INSURER D:</b> Section 2.1-526.3 of the Code of Virginia	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJ-ECT <input type="checkbox"/> LOC	N		See Additional Remarks Sch.	07/01/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C							

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

Activities of Virginia Tech employees and volunteers, while acting within the scope of their duties and responsibilities as representatives of Virginia Tech while participating in activities associated with sponsored research for Update and Enhance Wetland Maps for Four Sub-watersheds in the State of New Hampshire (Proposal # PAVVFTCB, PI - Scott Klopfer, Conservation Management Institute), during the period beginning on January 1, 2016 and ending on June 30, 2016.

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Environmental Services 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 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Risk Management Plan of the Commonwealth of Virginia - Self Insured		NAMED INSURED Commonwealth of Virginia and all of its agencies, including Virginia Tech	
POLICY NUMBER		Mail Code 0310 Blacksburg, VA 24061	
CARRIER	NAIC CODE	EFFECTIVE DATE: 07/01/2015	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance

The Commonwealth of Virginia and all of its Agencies and institutions are covered by a self insurance program as authorized by section 2.2-1832 to 2.2-1843, 8.01-581.1 to 8.01-581.20 and 8.01-195.1 to 8.01-195.9 of the Code of Virginia which is based upon a comprehensive general liability manuscript policy form. Claims against the Commonwealth (not employees) are subject to Virginia Tort Claims Act, Sections 8.01-195.1 through 8.01-195.9 of the Code of Virginia.