



The State of New Hampshire  
**Department of Environmental Services**

Clark B. Freise, Assistant Commissioner



May 25, 2017

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 enter into a **SOLE SOURCE** agreement with the Rockingham Planning Commission (RPC) (VC #154887), Exeter, NH, in the amount of \$12,500 to provide planning technical assistance to member coastal communities, effective as of July 1, 2017 through June 30, 2018 upon Governor and Council approval. Funding is 100% Federal Funds.

Funding is available in the account as follows. Funding for Fiscal Year 2018 is contingent upon continuing appropriation and availability of funds.

|   |                            |
|---|----------------------------|
| 03-44-44-442010-3642-102-500731   | <u>FY 2018</u><br>\$12,500 |
| Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services |                            |

**EXPLANATION**

This award is **SOLE SOURCE** because the RPC is the only entity that provides municipal planning services to its twelve member coastal communities. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for the Natural Resources Outreach Coalition (NROC) and the two Regional Planning Agencies – the RPC and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted for technical assistance to support partnerships with NROC, RPC, and SRPC on environmental issues of common concern where the planning agencies can broaden the NHCP's expertise and outreach to communities throughout the coastal region. The NHCP Technical Assistance contracts have been part of the overall NOAA approved program and annual work plans for the past twenty years. NHCP staff meets annually with the directors and staff of the three organizations to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All three agencies provide professional planning assistance and services to municipal planning boards and staff in the communities they serve.

The purpose of this agreement is to support the RPC in its provision of technical planning assistance to its member coastal communities. Funds will be used to 1) participate on the NH Coastal Adaptation Workgroup and work with partners to provide technical assistance to coastal communities in the RPC region on hazard mitigation and land use planning; 2) complete at least one local technical assistance program for a municipality in the RPC region focused on coastal risks and hazards and/or stormwater

management, and 3) complete public outreach and engagement about efforts conducted under this contract in partnership with NHCP.

Total project costs are budgeted at \$25,000. NHDES will provide \$12,500 of the project costs through this federal grant. The RPC will provide \$12,500 in matching funds. A budget breakdown is provided in Attachment A.

This award, while less than the \$25,000 threshold, requires G&C approval as the RPC has already received funds in excess of the threshold for this fiscal year. 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.



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Clark B. Freise, Assistant Commissioner

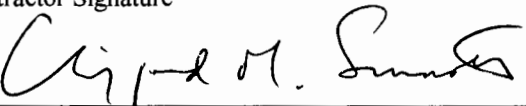
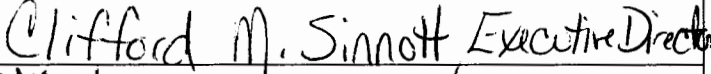
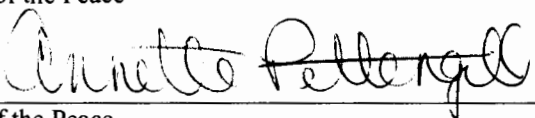

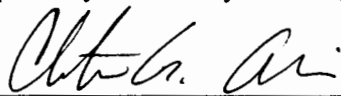
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |                                     |
|--|---|---|-------------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Environmental Services  |   | 1.2 State Agency Address<br>29 Hazen Drive<br>Concord, NH 03302-0095  |                                     |
| 1.3 Contractor Name<br>Rockingham Planning Commission  |   | 1.4 Contractor Address<br>156 Water Street<br>Exeter, NH 03833  |                                     |
| 1.5 Contractor Phone Number<br>603-778-0885  | 1.6 Account Number<br>03-44-44-442010-3642-102-500731 | 1.7 Completion Date<br>June 30, 2018  | 1.8 Price Limitation<br>\$12,500.00 |
| 1.9 Contracting Officer for State Agency<br>Kirsten Howard, Coastal Program  |   | 1.10 State Agency Telephone Number<br>603-559-0020  |                                     |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br>Clifford M. Sinnott, Executive Director<br> |                                     |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u><br>On <u>5/1/17</u> before me, 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 <u>Commissioner</u> of Justice of the Peace<br><br>[Seal: ANNETTE L. PETTENGILL, NOTARY PUBLIC, NEW HAMPSHIRE, EXPIRES MARCH 23, 2021]   |   |   |                                     |
| 1.13.2 Name and Title of Notary Public of Justice of the Peace<br><u>Annette Pettengill, Notary</u>  |   |   |                                     |
| 1.14 State Agency Signature<br>   |   | 1.15 Name and Title of State Agency Signatory<br><u>CLARK B. FREISE ASSISTANT COMMISSIONER</u><br>Date: <u>5/26/17</u>  |                                     |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |                                     |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <u>6/1/17</u>   |   |   |                                     |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>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

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**

### **Activity 1. Support RPC staff participation in the Coastal Adaptation Workgroup (CAW).**

The RPC will commit staff support to attend full CAW and CAW outreach meetings and plan and participate in events. The Coastal Adaptation Workgroup and Outreach Team play central roles in our region in coordinating efforts to assist communities to respond to climate change risk. Both through the development of CAW sponsored projects as well as through the coordination of effort of other partners such as the Coastal Risk and Hazards Commission, CAW coordinates the work of multiple agencies in educating and assisting communities to address these issues. The RPC's role as one of the CAW partners is important for its success, especially with respect to the delivery of technical assistance to communities in the areas of land use planning and hazard mitigation planning.

### **Activity 2. Local technical assistance program for municipalities in the RPC region focused on climate adaptation and resiliency.**

RPC staff will provide technical assistance to municipalities to support, prepare and implement a wide range of actions, assessments and engagement designed to incorporate climate resiliency and/or improved stormwater management in local plans, policies and procedures. Technical assistance may include but is not limited to: A) assisting municipalities with the EPA MS4 permit requirements in coordination with NHDES, the Piscataqua Region Estuaries Partnership, the Natural Resources Outreach Council, and any other relevant partners; B) implementing recommendations from the Coastal Resilience in the Seacoast (C-RiSe) project; and C) implementing recommendations from the NH Coastal Risk and Hazards Commission final report. To the extent possible, this work will be planned and coordinated with other NHCP partners to avoid duplication and maximize benefit. In addition to general technical assistance activities and programs, RPC will select 1-2 programs to focus on for this activity and notify NHCP of that selection and anticipated outcomes from the technical assistance in writing no later than October 2017. The final report for this grant will reflect status of those outcomes.

**Activity 3. Public outreach and engagement.** RPC will work with the New Hampshire Coastal Program (NHCP) Coastal Resilience Specialist to develop at least one outreach product describing various components of the project. Examples of outreach products include press releases, newsletter articles, website updates and links to new website content distributed through social media channels. All outreach materials shall include the NOAA, NHCP and DES logos. All press releases and articles shall state that "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."

**Activity 4. Funding credit requirement on final work products and outreach materials:** All final work products and outreach materials associated with the work for items 1 through 3 above shall include the NOAA, NHCP and DES logos. All work products and outreach materials shall state that "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." Examples of final work products and outreach materials include, but are not limited to, final reports, press releases, newsletter articles, website pages, and signage.



**Activity 5. Progress Report.** RPC shall prepare and submit a semi-annual progress report that summarizes work completed for items 1 through 3 above during the project start date through December 31, 2017, due no later than January 13, 2018. An electronic version in .pdf format shall be submitted.

**Activity 6. Final Report.** RPC shall prepare and submit a final report that summarizes all activity in items 1 through 3 above at the close of the project. An electronic version in .pdf format shall be submitted. The final report shall summarize the project. A funding credit statement identical to the quotation in 4 above shall appear on the final report. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the final report. The final report shall be due no later than June 30, 2018.



**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 and required matching funds. Documentation of reimbursable and matching 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. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Contractor must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$12,500. Matching funds provided by the Contractor shall total at least \$12,500 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.

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 15 CFR part 24.20 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 15 CFR part 24.22; and OMB Circular A-87.

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 15 CFR part 24.24 and OMB Circular A-87.

V) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The Contractor shall comply with 15 CFR part 26. 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 15 CFR part 24.36 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 15 CFR part 24.36(e), 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 OMB Circular A-87 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 15 CFR part 26 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.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), 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 DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 099363210.

CERTIFICATE OF AUTHORITY

I, Jean Whitney, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on April 26, 2017, the Rockingham Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Rockingham Planning Commission further authorized the Executive Director 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:

Clifford M. Sinnott

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 1<sup>st</sup> day of May, 2017.

Jean Whitney  
\_\_\_\_\_, Secretary (signature)

STATE OF NEW HAMPSHIRE  
County of Rockingham

On this the 1<sup>st</sup> day of May, 2017 before me Annette Pettengill the undersigned officer, personally appeared Jean Whitney who acknowledged herself to be the Secretary of the Rockingham Planning 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.

Annette Pettengill  
\_\_\_\_\_, Notary Public (signature)

Commission Expiration Date:  
(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2017

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).

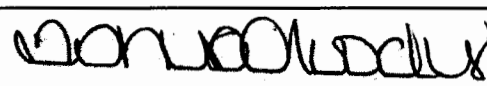
|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>Liberty Mutual Insurance<br>PO Box 188065<br>Fairfield, OH 45018 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 800-962-7132      FAX (A/C, No): 800-845-3666<br>E-MAIL ADDRESS: BusinessService@LibertyMutual.com |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
| <b>INSURED</b><br>Rockingham Planning Commission<br>156 Water St<br>Exeter NH 03833 | <b>INSURER A:</b> Peerless Insurance Company <b>NAIC #</b> 24198   |  |
|   | <b>INSURER B:</b>  |  |
|   | <b>INSURER C:</b>  |  |
|   | <b>INSURER D:</b>  |  |
|   | <b>INSURER E:</b>  |  |
|   | <b>INSURER F:</b>  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 35381414      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Businessowners</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | BOP9084731    | 7/1/2016                | 7/1/2017                | EACH OCCURRENCE                           | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000    |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 4,000,000 |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 4,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BA9475732     | 1/11/2017               | 1/11/2018               | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      |               |                         |                         | PER STATUTE                               | OTH-ER       |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>NH Dept of Environmental Services<br>29 Hazen Drive<br>Concord NH 03302 | <b>CANCELLATION</b><br>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<br><br>Tonya Moody   |

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

|   |                       |  |
|---|-----------------------|--|
| <i>Participating Member:</i>  | <i>Member Number:</i> | <i>Company Affording Coverage:</i>   |
| Rockingham Regional Planning Commission<br>156 Water Street<br>Exeter, NH 03833 | 563                   | NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not            |             |
|--|--------------------------------|---------------------------------|---|-------------|
| <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence |                                |                                 | Each Occurrence   |             |
|  |                                |                                 | General Aggregate   |             |
|  |                                |                                 | Fire Damage (Any one fire)                                |             |
|  |                                |                                 | Med Exp (Any one person)                                  |             |
| <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit<br>(Each Accident)                  |             |
|  |                                |                                 | Aggregate   |             |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2017                       | 1/1/2018                        | <input checked="" type="checkbox"/> Statutory             |             |
|  |                                |                                 | Each Accident   | \$2,000,000 |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000 |
|  |                                |                                 | Disease - Policy Limit                                    |             |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |             |

**Description:** Proof of Primex Member coverage only.

|  |                          |            |  |
|--|--------------------------|------------|--|
| CERTIFICATE HOLDER:  | Additional Covered Party | Loss Payee | Primex <sup>3</sup> - NH Public Risk Management Exchange   |
|  |                          |            | By: <i>Tammy Denver</i>  |
| NH Dept of Environmental Services<br>PO Box 95<br>Concord NH 03302 |                          |            | Date: 4/27/2017    tdenver@nhprimex.org  |
|  |                          |            | Please direct inquires to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

**Attachment A  
Budget Estimate**

| <b>Budget Item</b>                  | <b>State Funding</b> | <b>Match</b>    | <b>Total</b>    |
|-------------------------------------|----------------------|-----------------|-----------------|
| Salaries & Wages                    | \$5,250              | \$5,250         | \$10,500        |
| Employee Fringe Benefits            | \$0                  | \$0             | \$0             |
| Travel                              | \$400                | \$400           | \$800           |
| Supplies & Services                 | \$130                | \$130           | \$260           |
| Equipment                           | \$0                  | \$0             | \$0             |
| Facilities and Administrative Costs | \$6,720              | \$6,720         | \$13,440        |
| <b>Subtotals</b>                    | <b>\$12,500</b>      | <b>\$12,500</b> | <b>\$25,000</b> |
| <b>Total Project Cost</b>           |                      |                 | <b>\$25,000</b> |