



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 20, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to The Nature Conservancy, New Hampshire Chapter (VC #177785-B002), Concord, NH, in the amount of \$56,650 to design and permit a culvert replacement as well as develop a tidal culvert field assessment protocol, effective upon approval of Governor and Council through May 31, 2016. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2016 is contingent upon continuing appropriation and availability of funds.

| | | | |
|--|----------------|----------------|--------------|
| 03-44-44-442010-3642-72-500575 | <u>FY 2015</u> | <u>FY 2016</u> | <u>Total</u> |
| Dept. Environmental Services, Coastal Zone Management, Grants – Federal | \$19,261 | \$37,389 | \$56,650 |

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a request for letters of intent (LOI) for potential coastal resilience technical assistance projects in the fall of 2014. The LOIs were used to select applicants with projects warranting further development, who were then asked to develop full scopes of work with Coastal Program staff. Eight eligible LOIs were received and ranked based on selection criteria, which included how closely the project aligned with the following: informing communities about the threats of coastal hazards; developing projects that reduce future damage from coastal hazards; and implementing projects that have been identified in a polluted runoff management plan. Three LOIs were selected to develop full scopes of work for funding, including the LOI submitted by The Nature Conservancy. A scoring matrix that includes a list of the staff who participated in the LOI review, along with their titles and level of experience, is provided as attachment B.

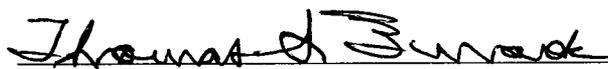
The Nature Conservancy will complete two distinct, yet complementary tasks to proceed in parallel. The first task is to complete design, engineering and environmental permitting for the replacement of a perched and undersized culvert on Bay Road in Newmarket. The ultimate purpose of this task is to restore aquatic connectivity at the interface of tidal and freshwater habitat of Lubberland Creek salt marsh, Great Bay estuary's second largest contiguous salt marsh and documented exemplary natural community. The project will also seek to remediate the flood hazard of this stream crossing, which overtops during major flood events and thereby compromises public safety and contributes excess sediments and nutrients to Great Bay.

In addition, The Nature Conservancy will convene regional experts to assist in the development of a field assessment protocol for tidal culverts. Assessment protocols for freshwater culverts, developed in 2009 to determine fluvial erosion hazard and aquatic organism passage, are widely used throughout NH; however, they are not applicable for the tidal environment. Completion of this second task by The Nature Conservancy will provide a set of recommended metrics to form the basis for a tidal culvert assessment protocol.

Total project costs are budgeted at \$100,696.25. DES will provide \$56,650 of the project costs through a federal grant. The Nature Conservancy will provide \$44,046.25 in matching funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

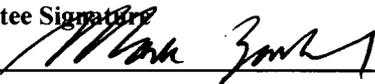
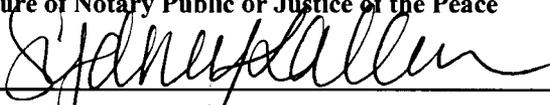
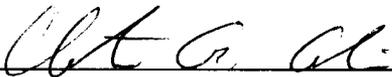
GRANT AGREEMENT

Subject: Implementing Phase I of the Lubberland Creek Culvert Restoration and Initiating the Development of NH's Tidal Culvert Assessment Protocol

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

| | | | |
|--|--|--|---|
| 1.1 State Agency Name Department of Environmental Services | | 1.2 State Agency Address PO Box 95 Concord, NH 03302-0095 | |
| 1.3 Grantee Name The Nature Conservancy, New Hampshire Chapter | | 1.4 Grantee Address 22 Bridge Street, 4 th Floor Concord, NH 03301 | |
| 1.5 Effective Date Upon G&C approval | 1.6 Completion Date May 31, 2016 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$56,650 |
| 1.9 Grant Officer for State Agency Kevin Lucey, NH Coastal Program | | 1.10 State Agency Telephone Number 603-559-0026 | |
| 1.11 Grantee Signature  | | 1.12 Name & Title of Grantee Signor Mark Zankel, Executive Director, TNC NH | |
| 1.13 Acknowledgment: State of New Hampshire, County of Rockingham Merrimack On <u>12/4/2014</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 (Seal)  | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace Sydney Allen, Notary Public | | | |
| 1.14 State Agency Signature(s)  | | 1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner | |
| 1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/6/15</u> | | | |
| 1.17 Approval by the Governor and Council By: _____ On: <u> / /</u> | | | |

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

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

7. RECORDS AND ACCOUNTS.

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

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

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

8.3 The Grant officer shall be the representative of the State hereunder.

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

10. CONDITIONAL NATURE OR AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

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

benefit of the State, the following insurance:

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

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

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

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

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

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

Exhibit A
Scope of Services

The Nature Conservancy will perform the following tasks as described in the detailed task description titled: Implementing Phase I of the Lubberland Creek Culvert Restoration and Initiating the Development of NH's Tidal Culvert Assessment Protocol, as submitted on October 31, 2014.

Task 1.0 Design and Permit a Culvert Replacement at Lubberland Creek and Bay Road, Newmarket, New Hampshire.

- Task 1.1 Conduct topographic survey.
- Task 1.2 Conduct geotechnical analysis.
- Task 1.3 Complete Hydrology and Hydraulics (H&H) study. The H&H study will evaluate both the industry standard (e.g. TR-20 or other) and the Northeast Regional Climate Center precipitation model for the alternatives analysis. The hydrology shall also consider sea level rise projections for the design life of the proposed culvert replacement.
- Task 1.4 Conduct an alternatives analysis.
- Task 1.5 "100% Complete Design Plans." The design plan process should accommodate for review by project partners at '90% Complete.'
- Task 1.6 Pursue and obtain compliance authorization from necessary agencies including, but not limited to: NH DES Wetlands Bureau, NH Natural Heritage Bureau, and NH Division of Historical Resources.
- Task 1.7 Complete technical specifications.

Tasks 2.0 Conduct Pre-Restoration Monitoring at the Lubberland Creek Culvert Site.

- Task 2.1. Establish long-term vegetation monitoring plots and conduct baseline vegetation monitoring. Submit monitoring data to NHDES Coastal Program.
- Task 2.2 Conduct fish community monitoring. Submit monitoring data to NHDES Coastal Program.

Task 3.0 Initiate the Development of NH's Tidal Culvert Assessment Protocol.

- Task 3.1 Coordinate a project kick-off meeting between TNC and the NHDES Coastal Program to identify key project partners and stakeholders.
- Task 3.2 Identify an appropriate non-tidal culvert assessment protocol, such as the NHDES Geological Survey's, that a tidal culvert assessment protocol will supplement.
- Task 3.3 Summarize tidal culvert assessment key concepts relevant to the development of a field-based tidal assessment protocol. Sources of information to include existing literature, computer models, expert interviews, non-tidal culvert assessment standards and implemented tidal restriction restoration projects.
- Task 3.4 Coordinate and facilitate two partner and stakeholder meetings to (1) gather input on tidal culvert assessment key concepts and (2) develop a set of recommended metrics to form the basis for a tidal culvert assessment protocol.
- Task 3.5 Test recommended metrics at three or four tidal road crossing sites.

Task 3.6 Provide meeting summaries and final recommendations to the NHDES Coastal Program.

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

Progress Reports: Prepare and submit two (2) electronic semi-annual Progress Reports to NHDES Coastal Program in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through June 30, 2015 and is due by July 13, 2015. The second progress report shall summarize project activity during the period July 1, 2015 to December 31, 2015 and is due by January 11, 2016. These progress reports should be concise and should not exceed a couple of paragraphs.

Final Report: Prepare and submit a Final Report to NHDES Coastal Program by July 15, 2016. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activity. The funding credit language quoted in "Funding Credit" above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHDES Coastal Program & NOAA).

Final Financial Report: Prepare and submit a Final Financial Summary no later than 45 days following the completion of this agreement.

Exhibit B
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by State, which shall be completed and signed by the Grantee. 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 Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$56,650. Matching funds provided by the Grantee shall total \$44,046.25 of non-federal cash.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant 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 Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee 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 Grantee 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 Grantee shall conform to the same laws, regulations, and grant 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 Grantee 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 grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or 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 grant or match funds, the Grantee 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 Grantee 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 Grantee shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant 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 Grantee 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 Grantee 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 Grantee 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 Grantee's DUNS number is 072656630.

CERTIFICATE OF AUTHORITY

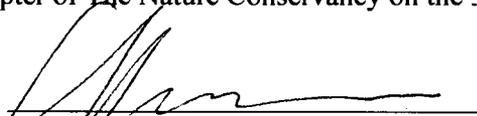
I, Tom Lee, Chairman of the Board of the New Hampshire Chapter of The Nature Conservancy (the "Board"), do hereby certify that:

1. I am the duly elected Board Chair;
2. At a meeting held on January 30, 2015 the Board voted to accept Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;
3. The Board further authorized the Executive Director of The Nature Conservancy's New Hampshire Chapter 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:

Mark Zankel
(Authorized to Sign)

Executive Director- NH Chapter
(Title)

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of the New Hampshire Chapter of The Nature Conservancy on the 30th day of January, 2015.



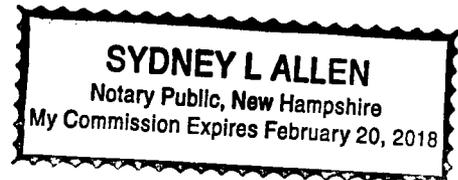
Name: Tom Lee
Title: Board Chair

STATE OF NEW HAMPSHIRE)
COUNTY OF MERRIMACK) SS.

On this 30 day of January, 2015, before me, the undersigned notary public, personally appeared Tom Lee, Chairman of the Board of the New Hampshire Chapter of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.



Notary Public: Sydney Allen
My Commission Expires:



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY, a(n) District of Columbia nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of December, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2014

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

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

| | | |
|--|--|------------------------|
| PRODUCER MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: DC.Certs@marsh.com or Fax to 212-948-0503 040631--WC-14-15 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED THE NATURE CONSERVANCY 4245 NORTH FAIRFAX DRIVE SUITE 100 ARLINGTON, VA 22203 | INSURER A : Insurance Company Of The State Of PA | NAIC # 19429 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** CLE-004173683-01 **REVISION NUMBER:** 1

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 |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <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) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 067712613 (AOS) ADDITIONAL POLICIES ARE ON PAGE 2 | 07/01/2014 | 07/01/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Implementing Phase I of the Lubberland Creek Culvert Restoration and Initiating the Development of NH's Tidal Culvert Assessment Protocol
 Completion Date: June 30, 2016

CERTIFICATE HOLDER

NH Department of Environmental Services
 PO Box 95
 Concord, NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Manashi Mukherjee *Manashi Mukherjee*

© 1988-2010 ACORD CORPORATION. All rights reserved.

Attachment A

Budget Estimate

| Item | Federal (NHCP) | Non-federal | Match Type | Total |
|--------------------|----------------|-------------|------------------|--------------|
| Personnel | \$11,632.00 | \$11,633.00 | Cash | \$23,265.00 |
| Fringe | \$4,653.00 | \$4,653.00 | Cash | \$9,306.00 |
| Equipment | | | | |
| Travel | \$500.00 | | | \$500.00 |
| Supplies | \$915.00 | \$415.25 | Cash | \$1,330.25 |
| Sub-Contractual | \$28,550.00 | \$19,950.00 | Cash+ In-Kind | \$48,500.00 |
| Construction | | | | |
| Other - Volunteers | | \$1,403.00 | In-Kind | \$1,403.00 |
| Indirect | \$10,400.00 | \$5,992.00 | Cash | \$16,392.00 |
| Totals | \$56,650.00 | \$44,046.25 | | \$100,696.25 |

Attachment B

Grant Scoring Matrix

| | Rockingham Planning Commission | UNH-Cooperative Extension | UNH-Stormwater Center | Trout Unlimited | The Nature Conservancy | Town of Exeter | Town of Newmarket | Town of Dover |
|----------------|--------------------------------|---------------------------|-----------------------|-----------------|------------------------|----------------|-------------------|---------------|
| Reviewer "A" | 85 | 95 | 90 | 85 | 100 | 95 | 92.5 | 80 |
| Reviewer "B" | 85 | 95 | 86.5 | 65 | 75 | 80 | 80 | 70 |
| Reviewer "C" | 80 | 93.5 | 82.5 | 74 | 87 | 90 | 90 | 82.5 |
| Reviewer "D" | 82 | 92.5 | 87.5 | 72.5 | 90 | 88 | 88 | 74.5 |
| Reviewer "E" | 78.5 | 86.5 | 77.5 | 71 | 86 | 87.5 | 80.5 | 67 |
| Reviewer "F" | 62.5 | 84.5 | 64.5 | 58 | 71 | 54 | 64 | 61 |
| Reviewer "G" | 86.5 | 98 | 87 | 81 | 97.5 | 83 | 92 | 73.5 |
| Reviewer "H" | 78.5 | 95.5 | 97 | 79.5 | 98 | 97.5 | 96 | 74.5 |
| Reviewer "I" | 71.5 | 90 | 78.5 | 74.5 | 90.5 | 86 | 86 | 77 |
| AVERAGE | 78.8 | 92.3 | 83.4 | 73.4 | 88.3 | 84.6 | 85.4 | 73.3 |
| RANK | 6 | 1 | 5 | 7 | 2 | 4 | 3 | 8 |

Review Team Members:

- Steve Couture, Coastal Program Manager, 15 years of experience in environmental planning and grants management
- Rebecca Newhall, Northeast Regional Liason, NOAA Office for Coastal Management, 12 years of experience in grants management
- Chris Williams, Federal Consistency Coordinator, 15 years of regulatory and coastal management experience
- Cathy Coletti, Communciations and Grants Coordinator, 12 years of communications and regional planning experience
- Kevin Lucey, Restoration Coordinator, 12 years experience with environmental assessment, project management, and watershed restoration
- Kirsten Howard, Coastal Management Fellow, 5 years coastal policy and management and resiliency experience
- Sally Soule, Coastal Watershed Supervisor, 20 years experience in water quality project implementation and management
- Barbara McMillan, Watershed Outreach Coordinator, 20 years experience in environmental planning, project management and outreach
- Rachel Rouillard, Director, Piscataqua Region Estuaries Partnership, 15 years experience in environmental program management