



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner

January 6, 2022

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract agreement with the Black Heritage Trail of New Hampshire, Inc. (VC #331567-B001), Portsmouth, NH, in the amount of \$19,500 to investigate basement flooding due to groundwater rise, effective upon Governor and Council approval through June 30, 2023. 100% Federal funds.

Funding is available in the following account.

	<u>FY 2022</u>
03-44-44-442010-3642-102-500731	\$19,500
Dept. of Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 24, 2021 for coastal community and habitat resilience projects. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build neighborhood, grassroots, or municipal capacity for coastal resilience work; integrate coastal flood risk guidance into local plans and regulations; and site-specific projects that increase the resilience of physical assets. Eight eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected to receiving funding, including the proposal submitted by the Black Heritage Trail of New Hampshire, Inc. (BHTNH) to determine the extent to which the basement flooding of the BHTNH headquarters located at 222 Court St, Portsmouth, NH is caused by groundwater rise. A scoring matrix that includes a list of the staff who participated in proposal review, along with their titles and level of experience is provided in Attachment B.

BHTNH will work with private contractors to collect and share groundwater data with the City of Portsmouth and other property owners in the Historic District. The deliverable will be a plan to address immediate needs and long-term resiliency that will guide BHTNH preservation and rehabilitation of its headquarters building.

Total project costs are budgeted at \$24,375. DES will provide \$19,500 of the project costs through this federal grant. BHTNH will provide \$4,875. in matching funds. A budget breakdown is provided in Attachment A.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

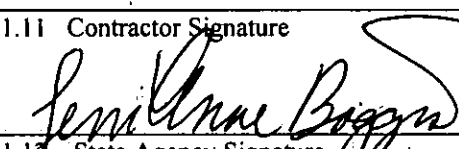
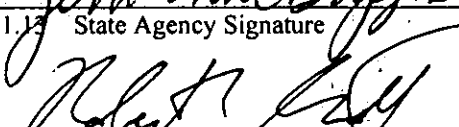

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

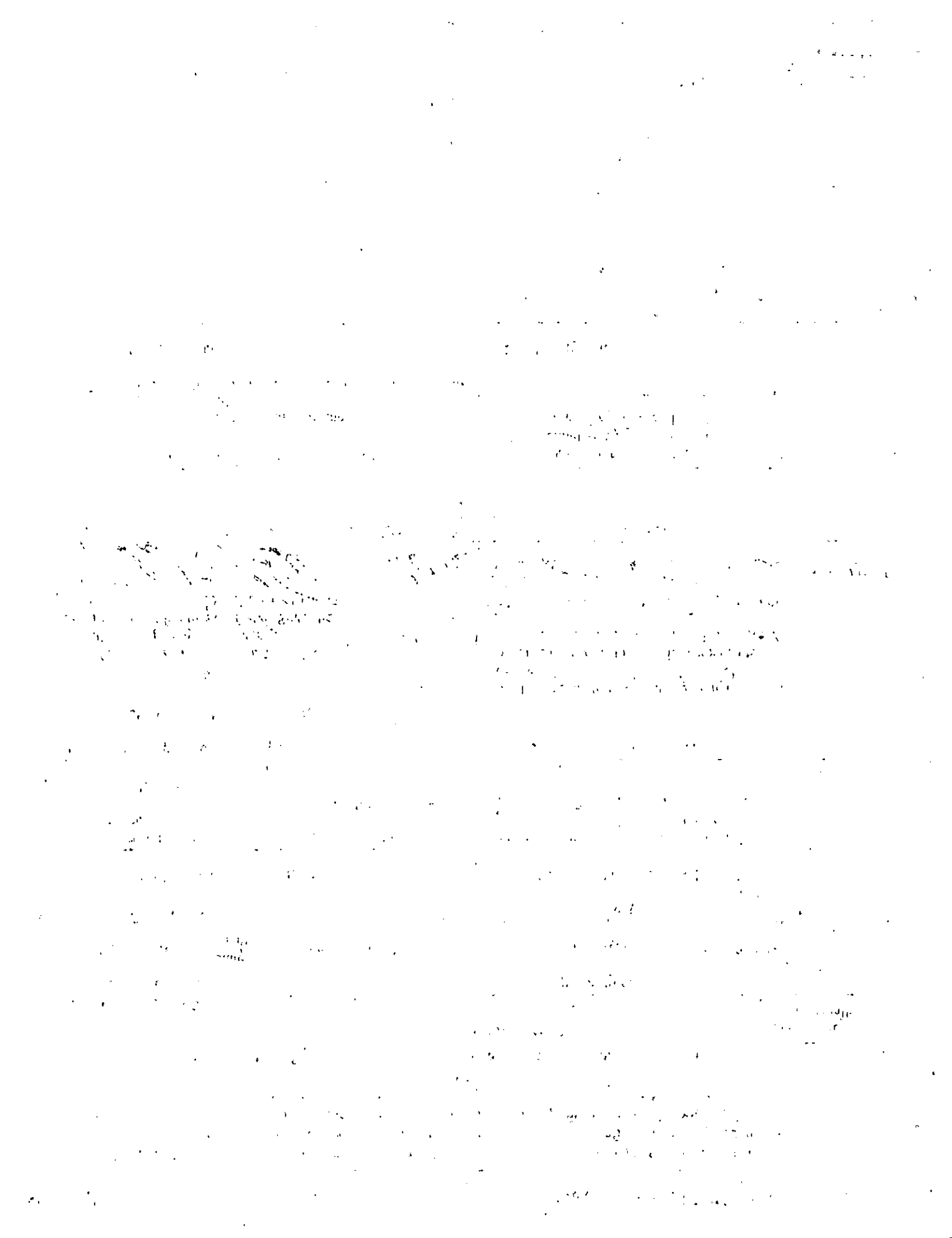
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Black Heritage Trail of New Hampshire, Inc.		1.4 Contractor Address 222 Court St, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-570-8469	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$19,500
1.9 Contracting Officer for State Agency Nathalie DiGerónimo, Coastal Program		1.10 State Agency Telephone Number 603-559-0029	
1.11 Contractor Signature  Date: 12/1		1.12 Name and Title of Contractor Signatory Jerri Anne Boggis Executive Director	
1.13 State Agency Signature  Date: 1/6/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/7/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 12/1



2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

Contractor Initials

Date

JB
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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Exhibit A
Special Provisions

This Agreement will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Agreement.

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 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

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

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

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

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

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

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

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is **081177610**.

Exhibit B
Scope of Services

The goal of this project is to determine the extent to which the basement flooding of the Black Heritage Trail of New Hampshire (BHTNH) headquarters at 222 Court Street is caused by groundwater encroachment exacerbated by sea-level rise. BHTNH will work with private contractors and share data collected with the City of Portsmouth and other property owners in the Historic District. The deliverable will be a plan to address immediate needs and long-term resiliency that will guide BHTNH preservation and rehabilitation of the building.

BHTNH and its consultants will complete the following activities:

Task 1: Project Kickoff and Initial Field Assessment

Horsley Witten Group, Inc. (HW) will meet with BHTNH and Coastal Program (NHCP) staff to review project goals, expectations, schedule and vision with a focus on resiliency. Prior to the meeting, HW will perform a GIS desktop analysis (based upon available data) and other available plans and data to be vetted on-site. HW will complete an initial field assessment of the property with BHTNH staff and recommend locations for test borings and placement of groundwater monitoring equipment within the 0.07-acre lot, located at 222 Court St in Portsmouth, NH. HW and BHTNH anticipate the installation of 2-3 borings in the rear yard and one at the northwest corner of the building in a small strip of land located between the bulkhead and the driveway.

Estimated Timeframe: January-March 2022

Deliverable: Kickoff meeting minutes; site map with proposed test boring locations; tentative test boring schedule (weather dependent)

Estimated Budget: \$950 grant funding (contractual); \$400 non-federal match (personnel)

Task 2: Test Borings and Placement of Groundwater Monitoring Equipment

HW will subcontract to SW Cole, Inc. to conduct test borings at up to four locations around the building to determine soil types and depth to ledge in the yard and driveway area of the 0.07-acre lot. At each boring location, SW Cole will install groundwater monitoring wells equipped with submersible pressure transducers to measure the water "head" or elevation. These can be deployed for about 1-3 months at a time. The Bullet-shaped pressure transducers drop into the well, and monitor and record water levels in 15-30 minute intervals.

Estimated Timeframe: March-April 2022

Deliverable: Soil boring logs for up to four test boring sites, including groundwater elevation, soil classification, and depth to ledge data for each boring

Estimated Budget: \$7,740 grant funding (contractual); \$1,200 non-federal match (personnel/indirect)

Task 3: Groundwater Monitoring

SW Cole will record groundwater elevation data at 15 to 30-minute intervals using the installed pressure transducers in each well. BHTNH project staff will also monitor and photograph conditions on the interior of the building, including locations and depth of water in the basement and the crawl space under the one-story addition on a weekly basis and during rain/snow melt events and download data and reset monitors.

Estimated Timeframe: April 2022-March 2023

Deliverable: Year-long groundwater elevation dataset for up to four wells; photos of locations and depth of water in basement taken on a weekly basis and during rain/snow melt events

Estimated Budget: \$3,330 grant funding (contractual); \$1,475 non-federal match (personnel)

Task 4: Data Analysis and Prediction of Future Groundwater Elevations.

HW will review the groundwater monitoring data and photographic records developed under Task 3 in conjunction with rainfall records and predicted and observed tide heights at the South Mill Pond tide gate over the course of the monitoring period to correlate changes in groundwater elevation with precipitation events/tidal fluctuation. HW will consult the 2020 NH Coastal Flood Risk Guidance to select sea level rise projections for 2050 and 2075 to estimate potential future groundwater static and episodic levels to help inform basement water management design.

Estimated Timeframe: April 2023

Deliverable: Data analysis results correlating groundwater monitoring data and photographic records with rainfall records and tidal data

Estimated Budget: \$1,600 grant funding (contractual)

Task 5. Abutting Property Owner and City of Portsmouth Stakeholder Meeting

HW and BHTNH staff will share findings with abutters, the City of Portsmouth, and NHCP and will discuss relationship of issues at 222 Court Street to surrounding properties, and to the African Burying Ground Memorial Park, in particular, and implications for other sites on the Portsmouth Black Heritage Trail. Group will tour 222 Court Street and other potentially affected sites on the Portsmouth Black Heritage Trail, and will visit the Strawberry Banke Museum exhibit: "Water Has a Memory: Preserving Strawberry Banke and Portsmouth from Sea Level Rise."

Estimated Timeframe: April 2023

Deliverable: Power Point Presentation on analysis findings and their relevance for other Black Heritage Trail Sites; Tour of 222 Court Street and other potentially affected sites on the Portsmouth Black Heritage Trail; Meeting minutes and photos from group tour

Estimated Budget: \$1,300 grant funding (contractual); \$600 non-federal match (personnel)

Task 6. Draft Groundwater Management Report

HW will use any input from the Stakeholder Meeting and results of Task 4 to develop a prioritized draft plan for short-term floodwater and groundwater mitigation and risk assessment for flooding due to sea-level rise.

Estimated Timeframe: May 2023

Deliverable: Prioritized draft plan for short-term floodwater and groundwater mitigation.

Estimated Budget: \$3,600 grant funding (contractual)

Task 7. Follow-up Meeting with City of Portsmouth

HW and BHTNH staff will share a draft plan with NHCP staff, the City engineer, and other City officials to determine feasibility and management issues associated with the draft groundwater management plan.

Estimated Timeframe: May 2023

Deliverable: Draft plan for groundwater management at 222 Court Street; Power Point presentation and meeting minutes with further recommendations from NHCP and the City

Estimated Budget: \$350 grant funding (contractual); \$500 non-federal match (personnel)

Task 8. Coordinate with Plumbing Contractor

HW and BHTNH staff will meet with a plumbing contractor to determine the cost of the plan, steps in carrying out the plan, and overall feasibility and timing.

Estimated Timeframe: May 2023

Deliverable: Proposed plan of work with cost estimates and tentative schedule

Estimated Budget: \$630 grant funding (contractual); \$300 non-federal match (personnel).

Task 9. Final Design Plan for Groundwater Management

HW will develop a final plan for mitigation of groundwater exacerbated by sea-level rise including 2050 and 2075 projections, specific mitigation strategies and estimated costs, and a priorities list and timetable for recommended work.

Timeframe: June 2023

Deliverable: Final design plans for groundwater management at 222 Court Street for short-term and long-term conditions, including mitigation approach, estimated construction costs, and timeframe for implementation. Power point presentation on the plan to be available on the BHTNH website and on the City of Portsmouth's website

Budget: \$2,350 grant funding (contractual); \$400 non-federal match (personnel)

Task 10. Grant Reporting

BHTNH will prepare two semi-annual progress reports and one final grant report, as follows:

- i. The first progress report shall summarize project activities during the period from Governor and Council approval through June 30, 2022. Progress report #1 is due July 15, 2022.
- ii. The second progress report shall summarize project activities during the period from July 1, 2022 through December 31, 2022. Progress report #2 is due January 13, 2023.
- iii. The final report shall summarize all of the work enabled by this agreement. The final progress report is due by June 30, 2023.

Timeframe: January 2022 – June 2023

Deliverable: Two semi-annual and one final grant reports, as outlined above

Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and 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 New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Exhibit C
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. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$19,500. Matching funds provided by the Contractor shall total at least \$4,875 of non-federal cash and in-kind services.

JB
1/21

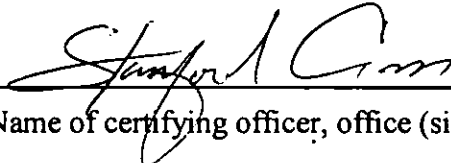
CERTIFICATE

I, Stanford Cross, Treasurer of the Black Heritage Trail of New Hampshire, do hereby certify that:

- (1) I am the duly elected Treasurer of the Board;
- (2) at the meeting held on November 17, 2021, the Black Heritage Trail of New Hampshire voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Board of the Black Heritage Trail of New Hampshire 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:

JerriAnne Boggis

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Black Heritage Trail of New Hampshire, this 13th day of December 2021.



Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 13th day of December 2021, before me the undersigned officer, personally appeared Stanford Cross who acknowledged him/herself to be the Treasurer of the Black Heritage Trail of New Hampshire 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.



Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)

KAREN M ECKER
Notary Public, New Hampshire
My Commission Expires Nov. 8, 2022

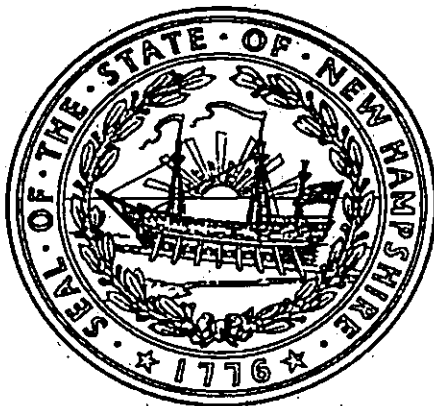
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLACK HERITAGE TRAIL OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 750388

Certificate Number: 0005461768



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of October A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 conform to the certificate holder in lieu of such endorsement(s).

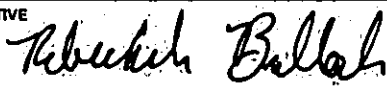
PRODUCER The Frank Massin Agency Inc 32 NH Rte 119 P.O. Box 430 Fitzwilliam NH 03447	CONTACT NAME: Fitzwilliam Account.
	PHONE (A/C No. Ext): (603) 585-3411 FAX (A/C No.): (603) 585-3413 E-MAIL ADDRESS:
INSURED Black Heritage Trail of NH 222 Court Street Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co
	INSURER B: Eastern Alliance Insurance Group
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2212598	02/02/2021	02/02/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMPOP AGG \$ 2,000,000				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							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							EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01-0000576011-03	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Not for Profit Organization

CERTIFICATE HOLDER New Hampshire Department of Environmental Services PO Box 95 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment A

Budget Estimate

Item	Federal (NHCP)	Non-federal (Match)	Match Type (cash, in-kind or both)	Total
Personnel	-	\$3,875	Cash	\$3,875
Fringe	-	-	-	-
Equipment	-	-	-	-
Travel	-	-	-	-
Supplies	-	-	-	-
Sub-contractual	\$19,500	-	-	\$19,500
Construction	-	-	-	-
Other	-	-	-	-
Indirect	-	\$1,000	Cash	\$1,000
Totals	\$19,500	\$4,875		\$24,375

**Attachment B
Grant Scoring Matrix**

	Rockingham County Conservation District	Black Heritage Trail of New Hampshire	Town of Exeter	Robinwood Center	Seabrook-Hampton Estuary Alliance	Town of Hampton Conservation Commission	Strafford Regional Planning Commission	Town of Newmarket
Reviewer "A"	87	88	92	73	70	70	64	70
Reviewer "B"	81	78	71	65	62	56	64	58
Reviewer "C"	93	86	87	78	69	74	79	70
Reviewer "D"	94	83	90	59	93	81	84	61
Reviewer "E"	93	86	87	84	79	84	76	72
Reviewer "F"	81	83	58	72	58	63	56	57
AVERAGE	88	84	81	72	72	71	71	65
RANK	1	2	3	4	5	6	7	8

Review Team Members:

- Steve Couture, Coastal Program Administrator, 22 years of environmental planning and grants management experience
- Chris Williams, Federal Consistency Coordinator, 22 years of regulatory and coastal management experience
- Kevin Lucey, Habitat Coordinator, 19 years of environmental assessment, project management, and watershed restoration experience
- Kirsten Howard, Coastal Resilience Coordinator, 12 years of coastal policy and resilient project management experience
- Nathalie DiGeronimo, Resilience Project Manager, 11 years of coastal resilience outreach, technical assistance, and project management experience
- Sherry Godlewski, Resilience and Adaptation Manager, 30 years of environmental communication and management experience