



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



May 2, 2013

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

Sole Source

REQUESTED ACTION

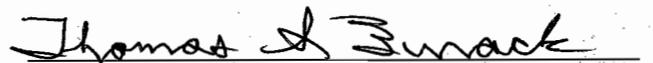
Authorize the Department of Environmental Services to amend a **sole source** agreement (PO# 7000590) with the Central New Hampshire Planning Commission (VC# 154613), to complete the *Suncook River Fluvial Erosion Hazard Community Assistance* project by extending the completion date to June 30, 2014 from June 30, 2013, and changing the Scope of Services to reflect revisions to various Tasks, effective upon Governor and Council approval through June 30, 2014. The original agreement was approved by G&C on November 9, 2011, Item #84. 100% Capital (General) Funds.

EXPLANATION

In this agreement, the Central New Hampshire Planning Commission (CNHPC) provides support to communities in the Suncook River corridor in coordination of meetings for officials and the public on the fluvial erosion hazard (FEH) assessments being conducted on the Suncook River under a separate contract. Additionally, CNHPC is tasked with supporting emergency management and town officials by providing maps of the completed FEH zones to communities, and in working with each town to identify how the information collected can be integrated into hazard mitigation efforts. The **sole source** contract was awarded to the CNHPC due to its existing relationships with its constituent communities in the provision of technical assistance relative to hazards identification and mitigation. Prior to the approval of the original contract, CNHPC was part of a team that brought to fruition many watershed projects to benefit the citizens of Suncook River communities. Regional planning commissions, including CNHPC, provide a similar role in all FEH assessment projects in New Hampshire as commissions best understand the needs of each community and have the greatest effectiveness in supporting towns in hazard mitigation planning.

CNHPC has not been able to execute all contract tasks by the original contract end date. Completion of these tasks is dependent upon data collection that was delayed as additional work was needed with the towns and landowners in enabling access to the river for assessment. This included an information meeting to provide the public an opportunity to learn more about river science and its connection to the assessment work in October 2012. Additionally, two of the five communities in the river corridor within CNHPC's region have requested that the assessment not be conducted within their towns. As a result, these contracts are being amended to extend their completion dates by one year so that CNHPC may fulfill its assistance responsibilities to those towns in which the assessments are being conducted; and so that the Scopes of Services may be revised to reflect the changes in the towns included. Data collection will occur during the summer 2013 field season.

The 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

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

This Agreement (hereinafter called the "Amendment") dated this 25th day of March, 2013, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Central New Hampshire Planning Commission, acting by and through its Executive Director, Michael Tardiff (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on November 9, 2011, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2013 to June 30, 2014.
 - (B) The Scope of Services as set forth in Exhibit A shall be amended as follows:

Objective 4 – By March 31, 2014, schedule and coordinate a meeting in which the results of the Fluvial Erosion Hazard assessment are presented to the Allenstown, Epsom, and Pembroke community officials (stakeholders) by the contractor that performs the assessment.
Measurement of success: Hold one meeting with community officials regarding the Suncook River Fluvial Erosion Hazard assessment results.

Task 9 – Arrange a host meeting location, time and date within one of the communities, and invite, through media deemed appropriate for each community, the community officials previously identified on the list generated in Task 2 to this stakeholders meeting. The meeting will be held within either Allenstown, Epsom or Pembroke.

Objective 5 – By April 25, 2014, schedule and coordinate a meeting in which the results of the Fluvial Erosion Hazard assessment are presented to the Allenstown, Epsom, and Pembroke members of the public by the contractor that performs the assessment.
Measurements of success: Hold one meeting with members of the public regarding the Suncook River Fluvial Erosion Hazard assessment results.

Contractor Initials

Date

MT
4/17/13

Objective 6 – By June 30, 2014, work with community officials in Allenstown, Epsom and Pembroke to determine how fluvial erosion hazard information can most effectively be used in community hazard mitigation plans

Task 15 – Meet with community officials in Allenstown, Epsom and Pembroke.

2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials MT
Date 4/17/13

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

Central New Hampshire Planning Commission

By [Signature]
Michael Tardiff, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Merriamack

On this the 17th day of April, 2013, before the undersigned officer, personally appeared Michael Tardiff, Executive Director who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]


My Commission Expires: 3 April, 2018

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By [Signature]
Thomas S. Burack, Commissioner

Approved by Attorney General this 30 day of April, 2013

OFFICE OF ATTORNEY GENERAL

By [Signature]

Contractor Initials MT
Date 4/17/13

CERTIFICATE

I, Jamie Pike, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a regularly scheduled CNHRPC Executive Committee meeting held on April 11, 2013 the CNHRPC Executive Committee voted to enter into a no cost extension of a contract with the New Hampshire Department of Environmental Services to undertake local planning assistance under the Suncook River Fluvial Erosion Hazard Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 17 day of April, 2013.


Jamie Pike, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 17th day of April, 2013, before me, Matthew J. Monahan, [Notary Public/Justice of the Peace], the undersigned officer, personally appeared Jamie Pike who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Notary Public/Justice of the Peace

COMMISSION EXPIRATION DATE: 3 April 2018

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2013

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).

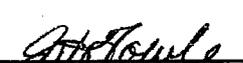
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611		FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:		
INSURED Central NH Regional Planning Commission 28 Commercial Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hanover Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZHV496655517	10/02/2012	10/02/2013	EACH OCCURRENCE \$ 1,000,000 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 - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADV603045114	10/07/2012	10/07/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services P.O. Box 95, 29 Hazen Drive 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 
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CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Central NH Regional Planning Member Number: - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617															
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)														
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal & Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products -Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products -Comp/Op Agg	\$	Fire Damage (each fire)	\$	Each Occurrence	\$ 5,000,000
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Products -Comp/Op Agg	\$																
Fire Damage (each fire)	\$																
Each Occurrence	\$ 5,000,000																
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <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 <input type="checkbox"/> Other _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$								
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<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A										
Each Occurrence	\$ N/A																
Aggregate	\$ N/A																
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: right;">\$Per scheduled limits and Member Agreement</td></tr> </table>		\$Per scheduled limits and Member Agreement												
	\$Per scheduled limits and Member Agreement																
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Coverage A:</td><td style="text-align: right;">Statutory</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	Coverage A:	Statutory	Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000						
Coverage A:	Statutory																
Cov. B: Each Accident	\$ 2,000,000																
Disease - Each Employee	\$ 2,000,000																
Disease - Policy Limit	\$ 2,000,000																
Description: Proof of Coverage																	

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>	
Certificate Holder: State of New Hampshire Dean F. Robinson, Jr. Household Haz. Waste Dept. of Environmental Services 29 Hazen Drive Concord NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>4/18/2013</u>
Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.

Attachment A: Copy of original approved agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 21, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 11/9/11
ITEM # 84

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into **sole source** agreements with the two entities identified below, in the amount of \$15,343.55 to engage in outreach activities to communities in support of the Suncook River fluvial erosion hazard program, effective upon Governor and Council approval through June 30, 2013. 100% Capital (General) funds.

Vendor	Location	Vendor #	Amount
Central New Hampshire Planning Commission	Concord, NH	154613	\$9,588.55
Lakes Region Planning Commission	Meredith, NH	154653	\$5,755.00

Funding is available in account as follows:

03-44-44-440030-0960-034-500162 FY 2012
\$15,343.55

Dept Environmental Services, 11-253:1:VI-F Suncook River Project, Capital Project

EXPLANATION

The purpose of this **sole source** request is to provide funding to the regional planning commissions listed above, which support Suncook River communities, to provide assistance in fulfilling two goals: (1) providing support to the communities in outreach and in the coordination of meetings for officials and the public regarding the geomorphic assessments; and (2) supporting emergency management and town officials by providing maps of the completed fluvial erosion hazards (FEH) zones to communities, and in working with each town to identify how the information collected can be integrated into the hazard mitigation efforts. These two regional planning commissions are well adapted to fulfill this role. During the past year, staff from these two commissions have been integral in the team approach that has brought to fruition many projects to benefit the citizens of Suncook River communities, and keenly understand the issues, including that of the natural processes operating on the river. Their role will continue to build on the strong partnerships that have been established among state and local officials, the regional planning commissions and citizens. Regional planning commissions provide a similar role in all FEH projects undertaken in New Hampshire as the commissions best understand the needs of each community and have the greatest effectiveness in supporting towns in hazard mitigation planning. Thus, the commissions' role as part of the FEH project is consistent with FEH projects conducted elsewhere in New Hampshire.

Subject: Suncook River Fluvial Erosion Hazard Community Assistance FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Completion Date, Price Limitation, Signatures, and Acknowledgements.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

The Central New Hampshire Planning Commission (CNHPC) shall perform the following tasks in support of the Suncook River Fluvial Erosion Hazard Assessment, as described and provided in a cost proposal provided to DES on September 27, 2011:

Objective 1: By December 23, 2011, for the communities of Allenstown, Chichester, Epsom, Pembroke and Pittsfield, identify the board members and community officials (stakeholders) who should, based upon the experience of the Central New Hampshire Planning Commission (CNHPC), be invited to attend an outreach meeting, to be held in collaboration with the Lakes Region Planning Commission (LRPC) and the Department of Environmental Services (DES), specific to the Suncook River Fluvial Erosion Hazards (FEH) study.

Measurement of success: A list of invitees to a meeting of community officials in the Suncook River corridor.

Task 1: Provide the names of recommended invitees for each of the communities listed above to DES.

Task 2: Upon submittal of the list of recommended invitees for each community, work with DES to refine the initial list to a final version.

Objective 2: By March 30, 2012, in collaboration with LRPC, hold a joint meeting with community officials from all communities in the Suncook River corridor (Allenstown, Barnstead, Chichester, Epsom, Gilmanton, Pembroke and Pittsfield) for the purpose of describing the purpose of the FEH study.

Measurement of success: A meeting with community officials in the Suncook River corridor regarding the Suncook River fluvial erosion hazard study.

Task 3: Identify a host meeting location, time and date within one of the communities listed above that is within the jurisdictional area of CNHPC. Work with the host community to secure the appropriate meeting space.

Task 4: Invite, through media deemed appropriate for each community, the community officials previously identified on the list generated in Task 2 to this stakeholders meeting. Provide copies of the fact sheet, developed in Tasks 3 and 4, to invited stakeholders.

Task 5: Have one representative of CNHPC attend this meeting to present the contents in collaboration with LRPC and DES.

Objective 3: By May 25, 2012, send a letter to property owners abutting the Suncook River in the communities of Allenstown, Chichester, Epsom, Pembroke and Pittsfield.

Measurement of success: Letters sent to each property owner abutting the Suncook River.

Task 6: Coordinate the wording of the information letter with DES.

Task 7: Collate mailing, using address information for landowners already on file at CNHPC, and send the information letter to landowners.

Task 8: Provide a list of addresses to which the letter has been mailed to DES.

Objective 4: By March 29, 2013, in collaboration with LRPC, hold a joint meeting with community officials from all communities in the Suncook River corridor (Allenstown, Barnstead, Chichester, Epsom, Gilmanton, Pembroke and Pittsfield) for the purpose of presenting the results of the FEH study to stakeholders.

Measurement of success: A meeting to stakeholders that presents the results of the Suncook River fluvial erosion hazard study.

Task 9: Invite, through media deemed appropriate for each community, the community officials previously identified on the list generated in Task 2 to this stakeholders meeting.

Task 10: One representative from CNHPC shall attend this meeting.

Objective 5: By April 27, 2013, in collaboration with LRPC, hold a public meeting for all Suncook River communities in the corridor for the purpose of presenting the results of the FEH study to citizens.

Measurement of success: The scheduling of and attendance at a public meeting to present the results of the Suncook River fluvial erosion hazard study.

Task 11: Identify a host meeting location, time and date within Allenstown, Epsom or Pembroke. Work with the host community to secure the appropriate meeting space.

Task 12: Invite, through appropriate public advertisement media, the public at large to the scheduled public meeting.

Task 13: One staff member from CNHPC shall attend this meeting.

Objective 6: By June 28, 2013, work with community officials in Allenstown, Chichester, Epsom, Pembroke and Pittsfield to determine how fluvial erosion hazard information can most effectively be used in community hazard mitigation plans.

Measurement of success: The conductance of a meeting with town officials in each community to discuss fluvial erosion hazards and hazard mitigation plans.

Task 14: Prepare presentation and meeting content, and obtain approval from DES. The content of this presentation must include information on how communities can utilize the FEH zones delineated for the Suncook River in the development and revision of hazard mitigation plans, floodplain management and as a public safety protection tool.

Task 15: Meet with community officials in Allenstown, Chichester, Epsom, Pembroke and Pittsfield.

Task 16: During each meeting with town officials, inquire as to the map format by which each community would like to have a mapped record of the FEH zone data.

Task 17: Map the data for each community based upon the map format agreed to in discussions with town officials.

**EXHIBIT B
CONTRACT PRICE AND METHOD OF PAYMENT**

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated invoice. Documentation shall be provided with each payment request. The contract price is limited to \$9,588.55. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon submittal and DES approval of Tasks 1 – 2	\$173.73
Upon submittal and DES approval of Tasks 3 – 5	\$821.25
Upon submittal and DES approval of Tasks 6 – 8	\$2,028.99
Upon submittal and DES approval of Tasks 9 – 10	\$861.45
Upon submittal and DES approval of Tasks 11 – 13	\$1,066.04
Upon submittal and DES approval of Tasks 14 – 17	\$4,637.09

**EXHIBIT C
SPECIAL PROVISIONS**

Paragraph 14.1 of the General Provisions is amended as follows:

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury or death, in amounts of not less than \$1,000,000 per occurrence; and

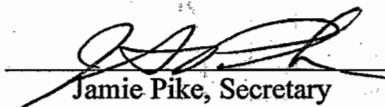
14.1.2 automobile liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence.

CERTIFICATE

I, Jamie Pike, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the regular meeting held on August 18, 2011 the Executive Committee of the Commission voted to enter into a contract with the New Hampshire Department of Environmental Services to undertake assistance in support of the Suncook River Fluvial Erosion Hazard Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 13 day of October 2011.



Jamie Pike, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 13th day of oct, 2011, before me, Matthew J. Monahan, [Notary] Public/Justice of the Peace, the undersigned officer, personally appeared Jamie Pike who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Notary Public/Justice of the Peace

COMMISSION EXPIRATION DATE: 23 April 2013

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2011

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 Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935	
	E-MAIL ADDRESS:	
INSURED Central NH Regional Planning Commission 28 Commercial Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZHV496655516	10/02/2011	10/02/2012	EACH OCCURRENCE \$1,000,000 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 - COMP/OP AGG \$2,000,000 \$
A	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 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZHV496655516	10/02/2011	10/02/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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
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CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Central NH Regional Planning Member Number: - 11		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence \$ 5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products -Comp/Op Agg \$ Fire Damage (each fire) \$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <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 <input type="checkbox"/> Other _____			Each Occurrence \$ 5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A Aggregate \$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2011	12/31/2011	Coverage A: Statutory Cov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Dean F. Robinson II, Coordinator Department of Environmental Services 29 Hazen Drive Concord NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>2/2/2011</u>	Please direct inquiries to: Debra A. Lewis 603 224.7447 x305

*Terms in quotes are defined in the Member Agreement.