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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

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April 15, 2022

His Excellency, Governor Christopher T. Sununu
And The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (UNH), Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of $315,834 for UNH to complete stream crossing surveys in the Merrimack and Salmon Falls Watersheds, effective upon Governor and Council approval through May 31, 2024. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2022
03-44-44-440010-2476-072-500574	$315,834

Dept Environmental Services, ARPA Program, Grants Federal
Activity code: 00FRF602WB4401I

EXPLANATION

This agreement is **SOLE SOURCE** because UNH is the only entity with the technical expertise and capacity necessary to hire, train, and manage the personnel required to complete this project, which will undertake NH's largest stream crossing assessment effort to date. Significant gains in statewide stream crossing assessments are necessary to help NHDES prioritize American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) investments in culvert replacement. UNH faculty and UNH Technology Transfer Center (T2) staff who will be directly carrying out the scope of work under this agreement have extensive experience applying standardized stream crossing assessment methods developed by the New Hampshire Stream Crossing Initiative (NHSCI) and analyzing assessment data to help NHDES and other state agencies identify culvert replacement projects with the greatest environmental and societal benefits. Previous assessment efforts led by other entities have been limited by field personnel and supervisory capacity and typically only accomplish 100-300 assessments per year, whereas UNH has determined that a sufficient number of qualified undergraduate students would be available to complete about 4,900 assessments in 2022 and 2023. Conducting this project through UNH is also expected to be vastly less expensive than if it were managed by another organization.

The purpose of this agreement is to enable UNH to support NHDES and the NHSCI data collection needs and prioritization processes. UNH will hire and manage 10 undergraduate students and two graduate students in 2022 and 2023 who will perform stream crossing assessments in the Merrimack and Salmon Falls Watersheds,

engage with the NHSCI in stakeholder meetings to elicit ideas on data analyses to support decision-making and funding allocation, and perform data analyses and generate metrics used by the State and other stakeholders to prioritize stream crossing replacements. The stream crossing data collected through this project will be made publicly available via the Statewide Asset Data Exchange System (SADES) and an online mapping tool to support municipalities, agencies, and watershed groups on prioritizing infrastructure projects and improved asset management.

The American Rescue Plan Act (ARPA) of 2021 is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure.

This is an allowable use of ARPA FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure. In accordance with the final rule from the US Treasury Department for water and wastewater infrastructure investments, project eligibility is aligned with the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). This project is an eligible CWSRF planning project because is constitutes planning and implementing construction and/or operations actions that have a tangible water quality benefit.

Total project costs for this agreement are $315,834. NHDES will provide 100% of project costs through a Federal grant. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Environmental Services**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **05/31/2024**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Completing Stream Crossing Assessments in the Merrimack and Salmon Falls Watersheds and Advancing Watershed Planning to Support Aquatic Connectivity and Flood Resiliency.

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Ben Sweeney
Address: Watershed Management Bureau
NH Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: (603) 559-0021

Campus Project Administrator

Name: Karen M. Jensen
Address: University of New Hampshire
Sponsored Programs Administration
Service Bldg, Rm 115A / 51 College Rd
Durham, NH 03824
Phone: (603) 862-5412

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Cheryl Bondi
Address: Wetlands Bureau
NH Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03302
Phone: (603) 271-0727

Campus Project Director

Name: Weiwei Mo and Erin Bell
Address: University of New Hampshire
33 Academic Way
Durham, NH 03824
Phone: (603) 862-2808

Campus Authorized Official KJ
Date 3/4/2022

F. Total State funds in the amount of **$315,834** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **SLFRP0145** from the **Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA)** under CFDA# **21.027**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Pre-Award
Signature and Date:
Karen Jensen 3/4/2022

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date:
4/15/22

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Asst. Atty. General
Signature and Date:
4/28/2022

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official KJ
Date 3/4/2022

EXHIBIT A

A. **Project Title:** Completing Stream Crossing Assessments in the Merrimack and Salmon Falls Watersheds and Advancing Watershed Planning to Support Aquatic Connectivity and Flood Resiliency

B. **Project Period:** May 4, 2022 – May 31, 2024

C. **Objectives:** There are an estimated 26,000 road crossings that intersect New Hampshire's rivers, streams, and wetlands. Many of these crossings have flooding issues, are barriers to fish and wildlife passage, and a risk to public safety. Because stream crossing replacements are costly and funding is limited, transportation planners and aquatic resource managers must be strategic about investments in these types of projects and target those projects with the greatest environmental and societal benefits. To date, approximately 12,000 stream crossings have been assessed statewide for geomorphic compatibility, hydraulic capacity, and aquatic wildlife passage using standardized methods by the New Hampshire Stream Crossing Initiative (NHSCI). The NHSCI is a multi-agency group that collaboratively works to align resources and improve management of stream crossing infrastructure across the state.

The goal of this Project is to advance aquatic connectivity and flood resiliency efforts in New Hampshire by completing field assessment of culverts within two large watersheds currently experiencing rapid development; the Salmon Falls-Piscataqua and Merrimack (Project Area). Campus will complete data collection at +/- 4,900 road crossings in 2022 and 2023 and submit data to the Statewide Asset Database Exchange System (SADES). In addition, Campus will engage with NHSCI in several stakeholder meetings to elicit ideas on additional data analyses that would support transportation planners and watershed managers in decision-making and funding allocation. Campus will also perform data analyses and generate metrics used by the State and other stakeholders to prioritize culvert replacements, including estimating functional fish habitats, road safety improvements, and a cost-benefit analysis at each road crossing.

D. **Scope of Work:** Campus shall perform the following activities under this Project Agreement:

Task 1: Train and Mobilize Field Assessment Team

1.1 Campus will recruit, hire, and manage any and all personnel necessary to complete this Project Agreement, as follows:

1.1.1 Recruit 10 undergraduate students to perform stream crossing surveys in 2022 and 2023.

1.1.2 Recruit and mentor two graduate students in 2022 and 2023, who will manage the undergraduate field teams, organize field logistics and equipment, and coordinate survey efforts with the NHSCI.

1.1.3 Advise one senior project group during the 2022-2023 academic year to conduct additional stream surveys as needed to complete Quality Assurance and Quality Control (QAQC) and survey coverage in the Project Area.

1.2 Campus will ensure that all personnel involved in the Project attend a full-day training session hosted by the State on the NHSCI Field Protocol, SADES, and the QAQC procedures. The State will offer full day trainings in May 2022 and May 2023, as well as 1-

Campus Authorized Official KJ
Date 3/4/2022

2 field trainings. Additional trainings or refresher sessions by the State can be arranged, if necessary.

1.3 Campus will participate in bi-weekly check-in meetings with the State throughout the duration of the Project Period

Task 2: Perform Stream Crossing Surveys

2.1 Campus will complete field assessment of +/- 4,900 surveys in the Project Area according to the NHSCI Field Protocol in 2022 and 2023 and will submit stream crossing data to SADES via electronic survey software. The State has determined that among the 4,900 culverts requiring field assessment within the Project Area, full assessment of all NHSCI parameters is necessary at 1,865 locations and partial assessment is necessary at 3,106 locations. Campus will manage all aspects of the survey work by providing guidance to the undergraduate field teams, managing logistics, work flow, travel, and equipment.

2.2 Prior to each field season, Campus will utilize SADES data to develop a Field Assessment Plan that will identify when and where field assessment will occur within the Project Area. The Field Assessment Plan will also identify whether a full or partial assessment is required at designated sites. Campus shall submit the Field Assessment Plan to the State Project Director for review and concurrence.

Task 3: Perform Quality Assurance

3.1 Campus will ensure that culvert assessment data uploaded to SADES is complete and accurate.

3.2 The State will review all data uploaded to SADES by Campus, according to established QAQC procedures, to ensure that minimum data standards are achieved. Campus will address questions and rectify QAQC issues identified by the State to ensure the data is complete and accurate.

3.3 Campus will participate in meetings with the State to discuss QAQC as needed.

Task 4: Stakeholder Engagement

4.1 Campus will participate in 4 NHSCI-led stakeholder meetings during the Project Period and coordinate with the State Project Director to develop agendas for each meeting to identify culvert management priorities, elicit ideas on additional data analysis, and discuss useful evaluation metrics used in prioritization models and decision-making.

4.2 Campus will participate in a wrap-up meeting with NHSCI to provide a summary document outlining the outcome of the stakeholder sessions and data analysis performed to support further prioritization models.

Task 5: Data Analyses

5.1 Campus will perform analyses to estimate upstream connectivity for cold water and diadromous fish, road safety and infrastructure criticality, and project costs associated with the management of each stream crossing within the Project Area.

5.2 Mentor two graduate students to complete the data analyses and final documentation of the processes and outcomes.

Campus Authorized Official KJ
Date 3/4/2022

E. Deliverables Schedule:

Campus shall submit:

1. Field Assessment Plan for 2022. (Due: May 30, 2022)
2. Field Assessment Plan for 2023. (Due: April 30, 2023)
3. A record of the 4,900 (+/-) culvert assessments that were performed, uploaded to SADES, and verified by the State as complete. (Due: October 1, 2023)
4. A draft and final report summarizing Tasks 4 and 5. (Draft Due: March 31, 2024; Final Due, May 31, 2024)
5. Quarterly project status reports throughout the duration of the Project Period.

F. Budget and Invoicing Instructions: Campus will submit invoices to the State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	$210,899	$0	$210,899
2. Fringe Benefits	$3,805	$0	$3,805
3. Travel	$16,848	$0	$16,848
4. Supplies & Services	$7,000	$0	$7,000
5. Graduate Student Tuition	$15,259	$0	$15,259
6. Facilities and Administrative	$62,023	$0	$62,023
Total Project Costs:	**$315,834**	$0	**$315,834**

G. Other: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NHDES and New Hampshire Coastal Program (NHCP) logos and shall state that "This project was funded by the American Rescue Plan Act, administered by the U.S. Department of the Treasury, in conjunction with the NH Department of Environmental Services." 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.

Campus Authorized Official KJ
Date 3/4/2022

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA*).* The Subrecipient 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. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: http://www.gasb.org

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Campus Authorized Official KJ
Date 3/4/2022

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Campus Authorized Official KJ
Date 3/4/2022

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Campus Authorized Official KJ
Date 3/4/2022

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state- revolving-fund-national-information-management-system-reports.

Campus Authorized Official KJ
Date 3/4/2022

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER $10M

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. ***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.

2. ***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.*

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

4. ***Restrictions on Lobbying.*** 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

Campus Authorized Official KJ
Date 3/4/2022

Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***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.

6. ***Protection for Whistleblowers.*** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

Campus Authorized Official KJ
Date 3/4/2022