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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

98

November 5, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment to a contract (PO#9005812) with Weston & Sampson Engineers, Inc. (Weston & Sampson) (VC #161546-B001), Portsmouth, NH, to conduct natural hazard vulnerability assessments by (1) extending the completion date to December 31, 2025 from December 31, 2024, (2) adjusting the scope of services to address emerging federal requirements and to incorporate five additional impacted communities, and (3) increasing the contract amount by $855,193 to $1,546,280 from $691,087, effective upon approval by Governor and Council through December 31, 2025. The original contract was approved by Governor and Council on June 1, 2022 (Item #76). Funding is 52% Clean Water Revolving Loan Management Funds and 48% Drinking Water BIL federal funds.

Funding is available in the following accounts:

	FY 2025
03-44-44-441018-4788-102-500731 Department of Environmental Services, CWSRF Loan Management, Contracts for Program Services	$445,595
03-44-44-441018-5564-102-500731 Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	$409,598

EXPLANATION

NHDES requests approval to amend a contract with Weston & Sampson for conducting natural hazard vulnerability assessments (VA) for publicly owned wastewater and drinking water systems. This is a **Sole Source** request because the amount of the amendment is greater than 10 percent of the original contract price limitation. The VA work includes identifying measures to help municipal utilities improve their systems' resilience. New Hampshire communities are experiencing flooding, periods of drought and prolonged heat, severe winter storms and other extreme weather events that cause impacts to vital infrastructure including the function and operation of wastewater and drinking water utilities. The data collected from these VAs will be incorporated into each system's asset management program so the data can be used with other condition and criticality data to further inform project prioritization as well as budget forecasting.

EPA Region 1 has recently announced a requirement for wastewater systems to complete vulnerability assessments as part of the National Pollutant Discharge Elimination System (NPDES) permit renewal process.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

The specific criteria outlined by the EPA requires additional work outside the scope of services of the original contract with Weston & Sampson. Due to these emerging and necessary changes, a contract extension to December 31, 2025 is required to accomplish the updated scope of services. In addition, to aid more communities with identifying system vulnerabilities and to meet their respective NPDES permit requirements, five priority wastewater and drinking water systems will be added, increasing from the original nine to fourteen total municipalities. Additional funding in the amount of $855,193 is requested to accomplish both the new EPA requirements as well as the inclusion of additional municipal systems on the contract. To date, $404,591 of the original $691,087 contract has been spent.

This amendment has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott, Commissioner

Amendment No. 1

Contract Agreement Between the N.H. Department of Environmental Services

and

Weston & Sampson Engineers, Inc.

This Agreement (hereinafter called the Amendment) 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 Weston & Sampson Engineers, Inc. (hereinafter referred to as Weston & Sampson).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 1, 2022 (Item #76), Weston & Sampson agreed to perform 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, Weston & Sampson 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 Grant Limitation as set forth in sub-paragraph 1.8 of the Grant Agreement shall be changed from $691,087 to $1,546,280.
   (B) The Account Number as set forth in sub-paragraph Section 1.6 shall be changed to add account 5564 (03-44-44-441018-5564-102-500731).
   (C) The Completion Date as set forth in sub-paragraph 1.7 of the Grant Agreement shall be changed from December 31, 2024 to December 31, 2025.
   (D) Replace Exhibit B, Scope of Services, with the attached Exhibit B – Amendment 1. Exhibit B – Amendment 1 is attached hereto and incorporated into this amendment and agreement by reference.

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.

Accepted by:

John Sykora, Vice President
Weston & Sampson Engineers, Inc.

10/30/24
Date

Robert R. Scott, Commissioner
Department of Environmental Services

11/5/24
Date

Assistant Attorney General
Department of Justice
as to form, substance, and execution

11/15/2024
Date

EXHIBIT B – Amendment 1
SCOPE OF SERVICES

The following services will be provided to NHDES by Weston & Sampson and SLR (W&S Team).

Task #1 Kick Off Meetings

The W&S Team will coordinate a group kickoff meeting with the nine (9) original participating communities, NHDES and the W&S Team. This meeting will be held at the NHDES offices, or another previously agreed upon central location. The purpose of this meeting is:

- to review the proposed work with the participating communities,
- describe what will be expected of the communities, NHDES and W&S,
- discuss potential information/data requests that the communities will need to address prior to the initial site visit,
- discuss schedules and timelines,
- discuss community readiness,
- discuss regular meetings with all participating communities,
- discussion of link to LOS/mission,
- encourage peer-to-peer learning, and
- describe deliverables and how the CCVA findings will be incorporated into the existing asset management program for each community.
- Scheduling and development of meeting materials for the overall project kick-off meeting and fourteen (14) community specific kick-off meetings (Task #4) is included under this task.

Task #2 – Background Data Collection

W&S Team will coordinate file sharing requests with each of the participating communities to receive and manage data for the duration of the project. A SharePoint or other portal will be set up for data drop for each community/NHDES. The SharePoint will be a secure sharing system, not public facing with restricted access. Files to be received and reviewed are:

- GIS files
- available reports and record drawing information of select assets
- the system's asset management program and related documents and software;
- relevant previous/existing reports, studies, and plans for the community and wastewater and drinking water systems, including but not limited to:
    - emergency response plans,
    - source protection reports,
    - risk/resilience assessments completed for the systems to date, and
    - capital improvement plans.

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Task #3 – Communications and Project Management

The W&S Team will coordinate, attend, and run meetings with NHDES and the W&S team. These meetings will be held virtually. We have anticipated eight (8) meetings for this task.

The W&S Team will coordinate, attend, and run update meetings with all participating communities, NHDES and the W&S Team. This meeting will be held either at the NHDES offices or locations for these meetings may vary around the State. We have anticipated four (4) meetings for this task. These meetings will be used to promote peer to peer learning and idea exchange.

W&S Team will provide project management services for the duration of the project.

Task #4 Site Visits

The W&S Team and a NHDES representative shall conduct site visits as necessary to:

- review critical systems in the community with staff,
- collect information about past experiences and impacts from extreme weather events, how they were addressed, any adaptation measures put in place in response to impacts and the effectiveness of those measures, and
- develop an ESRI based tool to facilitate common information gathering at each site such as the Collector App.

The W&S Team will coordinate with NHDES for scheduling site visits. NHDES will also attend the site visits. WWTF and DWTF operators from other facilities may also be invited to accompany the W&S Team during the site visits.

Critical systems are noted in the Public Water System (PWS) Sanitary Survey for each community as well as information provided via e-mail by NHDES regarding wastewater treatment plant and number of pump stations. It is understood that vertical assets for each of the fourteen (14) communities' water and wastewater systems will be visited by the W&S Team. Vertical assets will include, as appropriate, at a minimum:

- Wastewater treatment facilities
- Water treatment facilities
- Wastewater pump stations
- Siphons and associated vaults
- Drinking water booster stations and PRVs
- Drinking water well sites
- Drinking water storage tanks

Site visits to horizontal assets (water distribution, wastewater collection system and force mains) are not included in the scope of work. These systems will be reviewed through mapping and not through individual site visits.

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In addition, W&S Team will coordinate, and run a kickoff meeting with each of the fourteen (14) participating communities and NHDES the morning of the first site visit. This in-person meeting will be held at a location chosen by the community. The community specific kickoff meetings will be held to gain a better understanding of the community's water and wastewater systems as well as community specific goals for the project.

Task #5 CCVA and Report Development

The W&S Team will develop a framework and methodology for conducting the vulnerability assessments that will be based on the existing information, data collected and reviewed as part of Tasks 2 and 4. The methodology will include evaluating vulnerability scores for infrastructure assets for the fourteen (14) participating communities that factor the following:

- Latest and best available climate projections for exposure assessment using 3 total planning horizons (consistent with latest Statewide report)
- Asset data related to critical infrastructure and operations thresholds for sensitivity assessment (e.g., critical electrical equipment in basement, etc.)
- System data related to redundancies available for the assets to respond to climate impacts (e.g., backup generator available, redundancies within the system for another pump station to be used if one fails)

The W&S Team shall conduct detailed CCVAs that include the following:

- Use of best available future climate projections of:
    - extreme weather events (e.g., wind, ice)
    - extreme precipitation events,
    - freshwater flooding,
    - extreme heat, and
    - drought.

  And in coastal areas, as applicable,
    - sea-level rise,
    - storm surge, and
    - groundwater rise.
- Consideration of social equity and justice issues to ensure that underserved populations and their priorities are prioritized in the assessment process.
- Framework and methodology will require "buy-in"/approval by NHDES and may include the following tools:
    - Use of the EPA Drought Response and Recovery Guide and Case Studies https://www.epa.gov/waterutilityresponse/drought-response-and-recovery-water-utilities#DroughtGuide
    - Use of the EPA Flood Resilience Toolkit https://www.epa.gov/waterutilityresponse/build-flood-resilience-your-water-utility or similar tool, if reviewed and pre-approved by NHDES.

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- Use of the NH Coastal Flood Risk Summary Part II: Guidance for Using Scientific Projections https://scholars.unh.edu/cgi/viewcontent.cgi?article=1210&context=ersc for coastal systems.
- A discussion of consistency to facilitate the development of a statewide approach that will allow communities to use the selected tool for continuous updates. NH Coastal tools versus an inland tool would need to be discussed, vetted, and developed.

Amendment 1 - Additional Task Items:

- Expanded survey framework, and overall methodology to comprehensively include all infrastructure at water and wastewater facilities rather than score the facility as a whole.
    - Each Water or Wastewater Treatment Facility site or asset type was expanded into the following sub-categories or critical systems:
        - Wastewater:
            - Preliminary Treatment
            - Primary Treatment
            - Secondary Treatment
            - Disinfection
            - Sludge Handling
            - Septage
            - Generator
        - Water
            - Pretreatment
            - Treatment
            - Disinfection
            - Storage
            - Treatment Plant Residuals
            - Generator
            - Source Water
    - Each of the critical systems above was further defined as follows:
        - Process Equipment
            - Electrical
            - Controls
            - HVAC
    - Finally, a location type was assigned to each of the assets under each of the categories above, such as:
        - Inside or Outside
        - Below or Above Grade

NPDES Adaptation Planning

- Latest and best available climate projections for exposure assessment using an additional planning horizon. Near, mid- and long-term planning horizons.

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- Addition of National Pollutant Discharge Elimination System (NPDES) Permit requirements pertaining to the newly added Adaptation Plan.
- Addition of Outfalls as a critical system to the framework and scoring per NPDES adaptation plan requirements.
- Identification of vulnerable, critical assets and comparing asset elevation to baseline and future conditions. Work includes gathering asset elevations either by record drawings or field GPS survey. Additional work includes development of tables, instructional videos, and coordination with communities.
- Addition of EPA CREAT tool default definitions and aligning planning and projection horizons with NPDES requirements. Incorporated threat definitions.
- Performed analysis of available date related to existing and proposed FEMA maps.

Task #6 Hazard Mitigation Plan Review

The W&S Team will work with the community Emergency Management Director, or equivalent, along with wastewater and drinking water owners and staff, to incorporate the selected CCVA findings into the community's Hazard Mitigation Plan (HMP). The appropriate Regional Planning Commission representative should also be included.

The W&S Team will review each community's HMP for information relevant to the CCVA, as well as to identify opportunities for incorporating vulnerabilities and recommendations established by the CCVA process. A memorandum describing vulnerabilities and recommendations, with a "crosswalk" explaining the appropriate section of the HMP for incorporation of each, will be produced for each community.

The W&S Team recommends that this memorandum be formally adopted as an addendum to the HMP by each community's elected officials, as this will facilitate incorporation of the information into the next HMP update. The W&S Team will work with the appropriate emergency management staff to incorporate this addendum into the HMP for each community.

Task #7 Complete Draft Report

The W&S Team shall prepare a community-specific comprehensive report for each CCVA conducted using the general format described below.

- Executive Summary.
- Detailed description of the infrastructure identified as vulnerable and the most likely cause of the impact (e.g., flooding, drought etc.).
- Recommendations for vulnerabilities that should be incorporated into the HMP.
- Detailed description of conceptual mitigation measures recommended to address vulnerabilities identified.
- Discussion of timeframes when certain assets will become vulnerable (e.g., by 2030 the pumping station will need to be elevated) based on future projections.

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- Discussion of additional information/data needs (e.g., for asset x hydrodynamic modeling is required to fully understand the site-specific flooding impacts).
- Standard Operating Procedures (SOPs) for incorporating the identified vulnerable wastewater and/or drinking water asset data into the system's existing asset management program. This inclusion into the asset management program should change the criticality score for assets identified as vulnerable.
- Documentation of training conducted for the wastewater and drinking water staff on the SOPs above. Training will be held virtually for each community and NHDES will attend.
- Description of climate projections used.
- Summary of community staff time commitment.
- Copy of the relevant FEMA flood map.
- All mapping/GIS layers developed as part of the CCVA and in a format compatible with the system's GIS layers.
- A description of applicable funding opportunities for implementation of the CCVA findings and associated timing for those identified funding opportunities.

Amendment 1 - Additional Task Items:

- Discussion of additional planning horizon. Near, mid- and long-term planning horizons.
- Discussion of National Pollutant Discharge Elimination System (NPDES) Permit requirements pertaining to the newly added Adaptation Plan.
- Discussion of identification of vulnerable, critical assets and comparing asset elevation to baseline and future conditions.

The W&S Team will submit the draft report to the wastewater and drinking water owners and operators, and NHDES for review and comment. The W&S Team anticipates "buy-in"/approval of the methodology in task 5 and draft report in this task prior to completing all fourteen (14) community reports.

Task #8 Complete Final Report

After comments have been received and addressed, the W&S Team will provide a final electronic copy of each community's report to NHDES along with one hard copy and an electronic copy of the final report to each the following:

1. Community management, as appropriate (e.g., Town manager, Administrator, Mayor, Selectboard)
2. System owners,
3. Wastewater system superintendent, and
4. Drinking water system superintendent.

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Task #9 Final Presentation to System Owners

The W&S team will jointly present community-specific final findings from the CCVA with the wastewater and drinking water staff to the Town/City decision makers (e.g., Commissioners, Select Board or City Council) and NHDES staff for each CCVA completed.

Task #10 Final Community-Specific Community Outreach

In addition to the final report developed for each participating community, the W&S Team will develop a community-specific ArcGIS story map for community use. Unless other arrangements are made with the community, full ownership of the story-map will be provided to each community. Public facing, including viewer.

Task #11 Final Summary Report to NHDES

The W&S team shall prepare a final summary report for NHDES that includes, at a minimum:

- lessons learned,
- recommendations for expanding CCVA program to drinking water and wastewater utilities across NH,
- summary of time commitment from each community – community staff time,
- summary of general costs per community,
- issues and concerns, as well as,
- short- and long-term recommendations for this type of initiative.

Amendment 1 - Additional Task Items:

- Discussion of additional planning horizon. Near, mid- and long-term planning horizons.
- Discussion of National Pollutant Discharge Elimination System (NPDES) Permit requirements pertaining to the newly added Adaptation Plan.
- Discussion of identification of vulnerable, critical assets and comparing asset elevation to baseline and future conditions.

Task #12 Final Summary ESRI Story Map to NHDES

In addition to the final summary report, the W&S Team will develop a project-wide ArcGIS story map for NHDES use. Full ownership of the story-map will be provided to NHDES. Public facing, including viewer.

This Story Map will serve as a high level summary of the project objective and background, describe how baselining and existing conditions were determined for each participating community (document review and field visits), the overarching methodology developed for the vulnerability assessment (factoring exposure, sensitivity and adaptive capacity) and how it was applied to different wastewater and drinking water infrastructure asset types within the fourteen (14) participating communities, the results of vulnerability assessment with relative scores within each community and across the fourteen (14) participating communities assets to identify priority sites and assets for adaptation strategies, and a high-level summary of different types of adaptation strategies evaluated for each

asset type within the communities.

Amendment 1 Additional Task Items:

- Discussion of additional planning horizon. Near, mid- and long-term planning horizons.
- Discussion of National Pollutant Discharge Elimination System (NPDES) Permit requirements pertaining to the newly added Adaptation Plan.
- Discussion of identification of vulnerable, critical assets and comparing asset elevation to baseline and future conditions.

Task #13 Quality Assurance and Quality Control

The W&S Team is committed to quality assurance and control. Our established QA/QC process employs experienced, objective in-house reviewers/advisors who participate in the project, beginning with our in-house project kick-off meeting. Thereafter, the QA/QC advisor provides comments and recommendations at key progress points throughout the project. This quality review is an important element of our approach to provide clear and concise reports, and evaluations, that meet NHDES expectations. Weston & Sampson's QA/QC/Technical Review advisor and technical project reviewer are not typically project team members. This allows an accurate third-party review and assessment from experts in the field they are performing a review upon. Weston & Sampson is proud of our in-house technical review capabilities, and we consistently meet our clients' needs to ensure quality end products.

Task #14 Preliminary Climate Vulnerability Ranking of Water Infrastructure

The W&S Team will use available data sources in GIS format to map, assess and create a roadmap for identifying public wastewater and drinking water facilities within New Hampshire that are projected to be impacted from future climate threats such as flooding and heat. Data will include:

- Mapped locations of all public wastewater treatment facilities
- Mapped locations of all public water supply sources (wells, reservoirs and run of river intakes)
- FEMA Flood Maps (100-year and 500-year flood extents)
- Impervious Cover (where available, primarily in SE NH)
- Land Use /Land Cover
- Topography
- Soils
- Watersheds/Hydrography
- Impaired Waters
- Environmental Justice and climate vulnerable populations (US Census data)
- Other locally available GIS

Data will be compiled, and a scoring matrix will be developed to rank all public water infrastructure (wastewater and drinking water) systems in New Hampshire for the purpose of prioritizing future in-depth climate vulnerability assessments. Only readily available GIS data layers are envisioned for this

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assessment. No new data layers will be developed or generated during this assessment. The scoring will most likely result in a 0,1 score (0= no or low climate vulnerability, and 1 = potential climate threat due to location and exposure) for each of the above data layers. Scores will be added, and the result will be a ranking of all facilities into a low, moderate, or high climate risk category. The W&S Team will work with NHDES to develop the most appropriate scoring and ranking scheme. The resulting list of facilities and their scores will provide NHDES with guidance on where to focus future detailed climate vulnerability assessments to be conducted by NHDES or directly by each system in the future. The deliverable will be a written description of the data collected, meta data for all GIS layers accessed, and a proposed *Road Map* that will guide NHDES to help focus future climate assessment efforts on those systems that are identified as being most climate vulnerable, based on this assessment.

Schedule

The W&S Team shall provide NHDES with an overall project schedule within 30 days of G&C approval. The W&S Team shall schedule the meetings and field work directly with NHDES and the communities. Every reasonable attempt shall be made to complete the work by December 31, 2025.

Contractor Initials JMS
Date 10/10/24

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WESTON & SAMPSON ENGINEERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 29, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **286390**

Certificate Number: **0006734068**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July A.D. 2024.

David M. Scanlan
Secretary of State

Weston & Sampson

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on July 25, 2024.

VOTED: To authorize

Jeffrey J. Alberti Francis M. Ricciardi

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $5,000,000, during the fiscal year 2024.

VOTED: To authorize

S. Roger Alcott	Hillary M. Lacirignola	Frank E. Occhipinti	Leah E. Stanton
Prasanta K. Bhunia	Colleen A. Manning	Christopher M. Perkins	John M. Sykora
Pompeo Casale	Blake A. Martin	Kim A. Plourde	Daniel G. Tenney III
David M. Elmer	Margaret A. McCarthy	Eric T. Reitter	Patrick A. Terrien
John A. Figurelli	Tara E. McManus	Michael J. Richard	Anthony Zerilli
Kipling R. Gearhart	George D. Naslas	Cheri F. Ruane	
Robert L. Horner	Kent M. Nichols	Michael J. Scipione	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $3,000,000, during the fiscal year 2024.

VOTED: To authorize

Daniel P. Biggs	Paul R. Greco	Joseph W. McGougan	Laurie R. Toscano
Scott R. Bruso	Michael D. Kastanotis	Meghan E. Moody	Paul V. Uzgiris
Robert J. Bukowski	Kara D. Keleher	Nathan E. Michael	Raju Vasamsetti
Patrick M. Cotton	Peter J. Kolokithas	Steven K. Pedersen	Stephen P. Wiehe
Raed M. EL-Farhan	Brandon M. Kunkel	Jaurice A. Schwartz	Joseph M. Zongol
Tulin H. Fuselier	Kevin A. MacKinnon	Steven D. Shaw	
Frank Getchell	Jeffrey W. McClure	Daniel E. Sheahan	
Rob F. Good, Jr.	Brian J. McCormack	Robert G. Tedeschi	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $500,000, during the fiscal year 2024.

VOTED: To authorize

Todd Bridgeo	Johanna D. Hall	Jeffrey C. Provost	Nathan Seifert
Timothy P. Corrigan	Kevin S. Hutchens	Corey Repucci	Carl W. Stone
Sarah R. DeStefano	Christopher S. Kennedy	Jeffrey Santacruce	Michael Warner
Indrani Ghosh	Paul A. McKinlay	Robin Seidel	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $100,000 during the fiscal year 2024.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

WESTON & SAMPSON ENGINEERS, INC. CORPORATE SEAL 1976 MASSACHUSETTS

Christopher M. Perkins, PE, Clerk

9/26/24
Date

WESTAND-01 ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Nautilus Insurance Company A+, XV	17370
INSURER D : Endurance American Specialty A+, XV	41718
INSURER E :	
INSURER F :	

INSURED
Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		6056861029	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		6056860561	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		FFX2027937-15	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6056861015	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			DPL30021630002	7/3/2024	7/3/2025	Per Claim	5,000,000
D				DPL30021630002	7/3/2024	7/3/2025	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured GL Endorsement Form #CNA75079XX 10/16. All Coverages are in accordance with the policy terms and conditions.

RE: Climate Change Vulnerability Assessment Project

New Hampshire Department of Environmental Services shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

May 11, 2022

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

APPROVED G & C
DATE 1 June 2022
ITEM # 76

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Weston & Sampson, Inc. (VC #161546-B00), Portsmouth, NH, in the amount of $691,087.00 to provide vulnerability assessments for DES-selected publicly owned wastewater and drinking water systems within New Hampshire, effective upon approval by Governor and Council through December 31, 2024. Funding is 72% American Rescue Plan Act (ARPA) Fund, 14% Drinking Water Revolving Loan Management Funds, and 14% Clean Water Revolving Loan Management Funds.

Funding is available in the following accounts:

	FY 2022
03-44-44-440010-2476-102-500731 Department of Environmental Services, ARPA Grant Management, Contracts for Program Services Activity Code: 00FRF602WB4401E	$500,000.00
03-44-44-441018-4788-102-500731 Department of Environmental Services, CWSRF Loan Management, Contracts for Program Services	$95,543.50
03-44-44-441018-4790-102-500731 Department of Environmental Services, DWSRF Loan Management, Contracts for Program Services	$95,543.50

EXPLANATION

NHDES requests approval to enter into a contract with Weston & Sampson to conduct assessments that are intended to help the owners and operators of publicly owned wastewater and drinking water systems to better understand and identify climate hazard related vulnerable areas within their systems. The assessment work will also identify measures to help system owners improve their systems' resilience. New Hampshire communities are experiencing flooding, periods of drought and prolonged heat, severe winter storms and other extreme weather events that cause impacts to vital infrastructure. These extreme weather events also impact the function and operation of wastewater and drinking water infrastructure. The data collected from these assessments will be incorporated into each system's asset management program so the data can be used with other condition and criticality data to prioritize projects more holistically. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

NHDES selected wastewater and drinking water systems throughout the state where asset management is currently in practice and who showed interest in participating in this program. Following the requirements RSA 21-I:22, NHDES prepared and advertised a Request for Qualifications (RFQ) and sent the RFQ via e-mail to 21 local, regional, and national engineering firms that specialize in water and wastewater infrastructure. The RFQ was also posted to the Department of Administrative Services' website. NHDES received five responses from this solicitation. See Attachment A for the list of firms and rankings.

Through a review and scoring of written submittals followed by interviews with four of the five respondents, NHDES selected Weston & Sampson for this work. See Attachment A for the companies that responded and the respective ranking of those qualifications. Weston & Sampson has indicated they have the staff, qualifications, and experience suitable to conduct the work as identified in the negotiated scope of services. Weston & Sampson was selected based on these qualifications and overall understanding of the proposed work. This program will result in conducting assessments for up to nine wastewater and drinking water systems around the state, as well as recommended next steps to bring this program to wastewater and drinking water systems state-wide.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. If federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Weston & Sampson Engineers, Inc.		1.4 Contractor Address 100 International Drive Suite 152 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-3937	1.6 Account Number 03-44-44-440010-2476-102-500731 03-44-44-441018-4788-102-500731 03-44-44-441018-4790-102-500731	1.7 Completion Date December 31, 2024	1.8 Price Limitation $691,087.00
1.9 Contracting Officer for State Agency Eliza Morrison, Sustainability Engineer		1.10 State Agency Telephone Number 603-271-1989	
1.11 Contractor Signature Date: 5/2/22		1.12 Name and Title of Contractor Signatory Christopher M. Perkins, PE, Vice President	
1.13 State Agency Signature Date: 5/11/22		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/16/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A
SPECIAL PROVISIONS

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.

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.

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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

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through 2 CFR 200.320.

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

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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 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

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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.

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).

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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 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."

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EXHIBIT B
SCOPE OF SERVICES

The following services will be provided to NHDES by Weston & Sampson and their subcontractor, SLR, (W&S Team).

Task #1 Kick Off Meetings

The W&S Team will coordinate a kickoff meeting with all participating communities, NHDES and the W&S Team. This meeting will be held at the NHDES offices, or another previously agreed upon central location. The purpose of this meeting is:

- to review the proposed work with the participating communities,
- describe what will be expected of the communities, NHDES and W&S,
- discuss potential information/data requests that the communities will need to address prior to the initial site visit,
- discuss schedules and timelines,
- discuss community readiness,
- discuss regular meetings with all participating communities,
- discussion of link to LOS/mission,
- encourage peer-to-peer learning, and
- describe deliverables and how the CCVA findings will be incorporated into the existing asset management program for each community.
- Scheduling and development of meeting materials for the overall project kick-off meeting and nine (9) community specific kick-off meetings (Task #4) is included under this task.

Task #2 – Background Data Collection

W&S Team will coordinate file sharing requests with each of the participating communities to receive and manage data for the duration of the project. A SharePoint or other portal will be set up for data drop for each community/NHDES. The SharePoint will be a secure sharing system, not public facing with restricted access. Files to be received and reviewed are:

- GIS files
- available reports and record drawing information of select assets
- the system's asset management program and related documents and software;
- relevant previous/existing reports, studies, and plans for the community and wastewater and drinking water systems, including but not limited to:
    - emergency response plans,
    - source protection reports,
    - risk/resilience assessments completed for the systems to date, and
    - capital improvement plans.

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Task #3 – Communications and Project Management

The W&S Team will coordinate, attend, and run quarterly meetings with NHDES and the W&S team. These meetings will be held virtually. We have anticipated eight (8) meetings for this task.

The W&S Team will coordinate, attend, and run bi-yearly update meetings with all participating communities, NHDES and the W&S Team. This meeting will be held either at the NHDES offices or locations for these meetings may vary around the State. We have anticipated four (4) meetings for this task. These meetings will be used to promote peer to peer learning and idea exchange.

W&S Team will provide project management services for the duration of the project, for an anticipated duration of 24 months.

Task #4 Site Visits

The W&S Team and a NHDES representative shall conduct site visits as necessary to:

- review critical systems in the community with staff,
- collect information about past experiences and impacts from extreme weather events, how they were addressed, any adaptation measures put in place in response to impacts and the effectiveness of those measures, and
- develop an ESRI based tool to facilitate common information gathering at each site such as the Collector App.

The W&S Team will coordinate with NHDES for scheduling site visits. NHDES will also attend the site visits. WWTF and DWTF operators from other facilities may also be invited to accompany the W&S Team during the site visits.

Critical systems are noted in the Public Water System (PWS) Sanitary Survey for each community as well as information provided via e-mail by NHDES regarding wastewater treatment plant and number of pump stations. It is understood that vertical assets for each of the nine (9) communities' water and wastewater systems will be visited by the W&S Team. Vertical assets will include, as appropriate, at a minimum:

- Wastewater treatment facilities
- Water treatment facilities
- Wastewater pump stations
- Siphons and associated vaults
- Drinking water booster stations and PRVs
- Drinking water well sites
- Drinking water storage tanks

Site visits to horizontal assets (water distribution, wastewater collection system and force mains) are not included in the scope of work. These systems will be reviewed through mapping and not through individual site visits.

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In addition, W&S Team will coordinate, and run a kickoff meeting with each of the nine (9) participating communities and NHDES the morning of the first site visit. This in-person meeting will be held at a location chosen by the community. The community specific kickoff meetings will be held to gain a better understanding of the community's water and wastewater systems as well as community specific goals for the project.

Task #5 CCVA and Report Development

The W&S Team will develop a framework and methodology for conducting the vulnerability assessments that will be based on the existing information, data collected and reviewed as part of Tasks 2 and 4. The methodology will include evaluating vulnerability scores for infrastructure assets for the nine (9) participating communities that factor the following:

- Latest and best available climate change projections for exposure assessment using 2 planning horizons (consistent with latest Statewide report)
- Asset data related to critical infrastructure and operations thresholds for sensitivity assessment (e.g., critical electrical equipment in basement, etc.)
- System data related to redundancies available for the assets to respond to climate impacts (e.g., backup generator available, redundancies within the system for another pump station to be used if one fails)

The W&S Team shall conduct detailed CCVAs that include the following:

- Use of best available future climate projections of:
    - extreme weather events (e.g., wind, ice)
    - extreme precipitation events,
    - freshwater flooding,
    - extreme heat, and
    - drought.

  And in coastal areas, as applicable,
    - sea-level rise,
    - storm surge, and
    - groundwater rise.
- Consideration of social equity and justice issues to ensure that underserved populations and their priorities are prioritized in the assessment process.
- Framework and methodology will require "buy-in"/approval by NHDES and may include the following tools:
    - Use of the EPA Drought Response and Recovery Guide and Case Studies https://www.epa.gov/waterutilityresponse/drought-response-and-recovery-water-utilities#DroughtGuide
    - Use of the EPA Flood Resilience Toolkit https://www.epa.gov/waterutilityresponse/build-flood-resilience-your-water-utility or similar tool, if reviewed and pre-approved by NHDES.

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- Use of the NH Coastal Flood Risk Summary Part II: Guidance for Using Scientific Projections https://scholars.unh.edu/cgi/viewcontent.cgi?article=1210&context=ersc for coastal systems.
- A discussion of consistency to facilitate the development of a statewide approach that will allow communities to use the selected tool for continuous updates. NH Coastal tools versus an inland tool would need to be discussed, vetted, and developed.

Task #6 Hazard Mitigation Plan Review

The W&S Team will work with the community Emergency Management Director, or equivalent, along with wastewater and drinking water owners and staff, to incorporate the selected CCVA findings into the community's Hazard Mitigation Plan (HMP). The appropriate Regional Planning Commission representative should also be included.

The W&S Team will review each community's HMP for information relevant to the CCVA, as well as to identify opportunities for incorporating vulnerabilities and recommendations established by the CCVA process. A memorandum describing vulnerabilities and recommendations, with a "crosswalk" explaining the appropriate section of the HMP for incorporation of each, will be produced for each community.

The W&S Team recommends that this memorandum be formally adopted as an addendum to the HMP by each community's elected officials, as this will facilitate incorporation of the information into the next HMP update. The W&S Team will work with the appropriate emergency management staff to incorporate this addendum into the HMP for each community.

Task #7 Complete Draft Report

The W&S Team shall prepare a community-specific comprehensive report for each CCVA conducted using the general format described below.

- Executive Summary.
- Detailed description of the infrastructure identified as vulnerable and the most likely cause of the impact (e.g., flooding, drought etc.).
- Recommendations for vulnerabilities that should be incorporated into the HMP.
- Detailed description of conceptual mitigation measures recommended to address vulnerabilities identified.
- Discussion of timeframes when certain assets will become vulnerable (e.g., by 2030 the pumping station will need to be elevated) based on future projections.
- Discussion of additional information/data needs (e.g., for asset x hydrodynamic modeling is required to fully understand the site-specific flooding impacts).
- Standard Operating Procedures (SOPs) for incorporating the identified vulnerable wastewater and/or drinking water asset data into the system's existing asset management program. This inclusion into the asset management program should change the criticality score for assets identified as vulnerable.
- Documentation of training conducted for the wastewater and drinking water staff on the SOPs above. Training will be held virtually for each community and NHDES will attend.

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- Description of climate projections used.
- Summary of community staff time commitment.
- Copy of the relevant FEMA flood map.
- All mapping/GIS layers developed as part of the CCVA and in a format compatible with the system's GIS layers.
- A description of applicable funding opportunities for implementation of the CCVA findings and associated timing for those identified funding opportunities.

The W&S Team will submit the draft report to the wastewater and drinking water owners and operators, and NHDES for review and comment. The W&S Team anticipates "buy-in"/approval of the methodology in task 5 and draft report in this task prior to completing all nine (9) community reports.

Task #8 Complete Final Report

After comments have been received and addressed, the W&S Team will provide a final electronic copy of each community's report to NHDES along with one hard copy and an electronic copy of the final report to each the following:

1. Community management, as appropriate (e.g., Town manager, Administrator, Mayor, Selectboard)
2. System owners,
3. Wastewater system superintendent, and
4. Drinking water system superintendent.

Task #9 Final Presentation to System Owners

The W&S team will jointly present community-specific final findings from the CCVA with the wastewater and drinking water staff to the Town/City decision makers (e.g., Commissioners, Select Board or City Council) and NHDES staff for each CCVA completed.

Task #10 Final Community-Specific Community Outreach

In addition to the final report developed for each participating community, the W&S Team will develop a community-specific ArcGIS story map for community use. Unless other arrangements are made with the community, full ownership of the story-map will be provided to each community. Public facing, including viewer.

Task #11 Final Summary Report to NHDES

The W&S team shall prepare a final summary report for NHDES that includes, at a minimum:

- lessons learned,
- recommendations for expanding CCVA program to drinking water and wastewater utilities across NH,
- summary of time commitment from each community – community staff time,
- summary of general costs per community,

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- issues and concerns, as well as,
- short- and long-term recommendations for this type of initiative.

Task #12 Final Summary ESRI Story Map to NHDES

In addition to the final summary report, the W&S Team will develop a project-wide ArcGIS story map for NHDES use. Full ownership of the story-map will be provided to NHDES. Public facing, including viewer.

This Story Map will serve as a high level summary of the project objective and background, describe how baselining and existing conditions were determined for each participating community (document review and field visits), the overarching methodology developed for the vulnerability assessment (factoring exposure, sensitivity and adaptive capacity) and how it was applied to different wastewater and drinking water infrastructure asset types within the nine (9) participating communities, the results of vulnerability assessment with relative scores within each community and across the nine (9) participating communities assets to identify priority sites and assets for adaptation strategies, and a high-level summary of different types of adaptation strategies evaluated for each asset type within the communities.

Task #13 Quality Assurance and Quality Control

The W&S Team is committed to quality assurance and control. Our established QA/QC process employs experienced, objective in-house reviewers/advisors who participate in the project, beginning with our in-house project kick-off meeting. Thereafter, the QA/QC advisor provides comments and recommendations at key progress points throughout the project. This quality review is an important element of our approach to provide clear and concise reports, and evaluations, that meet NHDES expectations. Weston & Sampson's QA/QC/Technical Review advisor and technical project reviewer are not typically project team members. This allows an accurate third-party review and assessment from experts in the field they are performing a review upon. Weston & Sampson is proud of our in-house technical review capabilities, and we consistently meet our clients' needs to ensure quality end products.

Task #14 Preliminary Climate Vulnerability Ranking of Water Infrastructure

The W&S Team will use available data sources in GIS format to map, assess and create a roadmap for identifying public wastewater and drinking water facilities within New Hampshire that are projected to be impacted from future climate threats such as flooding and heat. Data will include:

- Mapped locations of all public wastewater treatment facilities
- Mapped locations of all public water supply sources (wells, reservoirs and run of river intakes)
- FEMA Flood Maps (100-year and 500-year flood extents)
- Impervious Cover (where available, primarily in SE NH)
- Land Use /Land Cover
- Topography
- Soils

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- Watersheds/Hydrography
- Impaired Waters
- Environmental Justice and climate vulnerable populations (US Census data)
- Other locally available GIS

Data will be compiled, and a scoring matrix will be developed to rank all public water infrastructure (wastewater and drinking water) systems in New Hampshire for the purpose of prioritizing future in-depth climate vulnerability assessments. Only readily available GIS data layers are envisioned for this assessment. No new data layers will be developed or generated during this assessment. The scoring will most likely result in a 0,1 score (0= no or low climate vulnerability, and 1 = potential climate threat due to location and exposure) for each of the above data layers. Scores will be added, and the result will be a ranking of all facilities into a low, moderate, or high climate risk category. The W&S Team will work with NHDES to develop the most appropriate scoring and ranking scheme. The resulting list of facilities and their scores will provide NHDES with guidance on where to focus future detailed climate vulnerability assessments to be conducted by NHDES or directly by each system in the future. The deliverable will be a written description of the data collected, meta data for all GIS layers accessed, and a proposed *Road Map* that will guide NHDES to help focus future climate assessment efforts on those systems that are identified as being most climate vulnerable, based on this assessment.

Schedule

The W&S Team shall provide NHDES with an overall project schedule within 30 days of G&C approval. The W&S Team shall schedule the meetings and field work directly with NHDES and the communities. Every reasonable attempt shall be made to complete the work by December 31, 2024.

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EXHIBIT C
METHOD OF PAYMENT

Submission of Invoices by Weston & Sampson

A. Invoices shall be submitted monthly to NHDES and shall contain, at a minimum, the following standard detail information:

1. Weston & Sampson name and vendor code.
2. Invoice date and invoice number.
3. Period of work being invoiced (start and end dates).
4. A brief explanation of the tasks performed/completed during the billing period with associated task number for each task. Billing must be by task.
5. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. Weston & Sampson shall inform NHDES in writing when they are submitting a final invoice for any task upon completion of each task/activity. Upon approval of the required work product or report by the NHDES project manager, NHDES will pay the final invoice.

Payments to Weston & Sampson

A. Invoices will be reviewed for completeness and compliance with the contract and the approved scope of services by the NHDES project manager and returned to Weston & Sampson if incomplete or in error. The NHDES project manager will approve the complete and correct invoices and the invoices will be forwarded to the NHDES Accounting Office for processing and payment.

B. NHDES will pay Weston & Sampson the approved invoice amount for each project assignment within 45 days of the project manager's approval. Full payment of the approved amount shall be paid. However, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.

C. NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

Grantee Initials CMP
Date 5/2/22

Weston & Sampson

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on April 28, 2022.

VOTED: To authorize

Bruce W. Adams	David M. Elmer	Blake A. Martin	Michael J. Richard
Jeffrey J. Alberti	John A. Figurelli	Margaret A. McCarthy	Cheri F. Ruane
Prasanta K. Bhunia	Donald G. Gallucci	George D. Naslas	Michael J. Scipione
John A. Bocchino	Kipling R. Gearhart	Kent M. Nichols	Leah E. Stanton
Eugene R. Bolinger	Robert A. Goober	Frank E. Occhipinti	Daniel G. Tenney III
Richard A. Campbell	Dean L. Groves	Christopher M. Perkins	Patrick A. Terrien
Pompeo Casale	Robert L. Horner	Eric T. Reitter	Christopher B. Wester
Barbara K. Cook	Hillary M. Lacirignola	Francis M. Ricciardi	John J. Wright

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $2,000,000, during the fiscal year 2022.

VOTED: To authorize

S. Roger Alcott	Michael D. Kastanotis	Nathan E. Michael	Paul V. Uzgiris
Daniel P. Biggs	Peter J. Kolokithas	Steven K. Pedersen	Stephen P. Wiehe
Robert J. Bukowski	Kevin A. MacKinnon	Steven P. Roy	Jeffrey A. Wilson
Raed M. EL-Farhan	Jeffrey W. McClure	Daniel E. Sheahan	Anthony Zerilli
James R. Fair	Tara E. McManus	John M. Sykora	Joseph M. Zongol
Rob F. Good, Jr.	Brian J. McCormack	Robert G. Tedeschi	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $500,000, during the fiscal year 2022.

VOTED: To authorize

Scott R. Bruso	Tulin H. Fuselier	Kara D. Keleher	Steven D. Shaw
Timothy P. Corrigan	Johanna D. Hall	Brandon M. Kunkel	Michael A. Smith
Patrick M. Cotton	Kevin S. Hutchens	Paul A. McKinlay	Carl W. Stone
Sarah R. DeStefano	William T. Keefer	Meghan E. Moody	Laurie R. Toscano
Julie A. Eaton Ernst	Laurence F. Keegan	Jaurice A. Schwartz	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding $100,000 during the fiscal year 2022.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

WESTON & SAMPSON ENGINEERS, INC. CORPORATE SEAL 1976 MASSACHUSETTS

Jeffrey J. Alberti, LEED AP, Clerk

5/2/22
Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WESTON & SAMPSON ENGINEERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 29, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 286390

Certificate Number: 0005769724

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2022.

David M. Scanlan
Secretary of State

WESTAND-01 ABERCH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2022

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company A(XV)	20508
INSURER B: National Fire Insurance Company of Hartford A(XV)	20478
INSURER C: Nautilus Insurance Company A+, XV	17370
INSURER D: Lexington Insurance Company A, XV	19437
INSURER E:	
INSURER F:	

INSURED
Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		6056861029	1/1/2022	1/1/2023	EACH OCCURRENCE $	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $	500,000
							MED EXP (Any one person) $	15,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		6056860561	1/1/2022	1/1/2023	BODILY INJURY (Per person) $	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $	
							PROPERTY DAMAGE (Per accident) $	
							$	
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	10,000,000
	EXCESS LIAB CLAIMS-MADE	X		FFX2027937-13	1/1/2022	1/1/2023	AGGREGATE $	10,000,000
	DED X RETENTION $ 0						$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A			6056861015	1/1/2022	1/1/2023	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	1,000,000
							E.L. DISEASE - POLICY LIMIT $	1,000,000
D	Professional Liab			031710990	7/3/2021	7/3/2022	Per Claim	5,000,000
D				031710990	7/3/2021	7/3/2022	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured GL Endorsement Form #CNA75079XX 10/16. All Coverages are in accordance with the policy terms and conditions.

RE: Climate Change Vulnerability Assessment Project

New Hampshire Department of Environmental Services shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell

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Climate Change Vulnerability Assessment
Attachment A

Rankings for Firms Responding to Request for Qualifications

Written Submittal Ranking

RFQ Respondent Firm	Selection Criteria #1 (35 Points)	Selection Criteria #2 (25 points)	Selection Criteria #3 (15 Points)	Selection Criteria #4 (15 Points)	Selection Criteria #5 (10 Points)	Max Total (100 Points)	Rank
Kleinfelder	31	23	12	13	10	89	1
Kimley-Horn	28	22	14	14	9	87	2
Weston & Sampson	31	22	10	13	9	85	3
Horsley Witten	33	22	7	12	9	83	4
GZA	28	23	7	11	9	78	5

Interview Ranking

RFQ Respondent Firm	Rank
Weston & Sampson	1
Kimley-Horn	2
Kleinfelder	3
Horsley Witten	4
GZA	Interview Not Offered

Overall Ranking

RFQ Respondent Firm	Submittal Ranking (40%)	Interview Ranking (60%)	Overall Rank
Weston & Sampson	3	1	1
Kimley-Horn	2	2	2
Kleinfelder	1	3	3
Horsley Witten	4	4	4
GZA	5	Interview Not Offered	5

Review Team Members

Name	Title	Bureau	Years of Service
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	7
Sherry Godlewski	Resilience and Adaptation Manager	Wastewater Engineering Bureau / Drinking Water and Groundwater Bureau	26
Johnna McKenna	DWSRF Administrator	Drinking Water and Groundwater Bureau	25
Sharon Nall	Supervisor	Wastewater Engineering Bureau	25
Eliza Styczynski	Sustainability Engineer	Wastewater Engineering Bureau	1