



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 25, 2022



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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Comprehensive Environmental Inc. (VC #161867-B001), Merrimack, NH, in the amount of \$111,344 for *New Hampshire's 2022 Clean Watersheds Needs Survey for Stormwater Project*, effective upon Governor and Council approval through June 30, 2023. 100% Clean Water Revolving Loan Management Funds.

Funding is available in the following account:

	<u>FY 2022</u>
03-44-44-441018-4788-102-500731	\$111,344
Department of Environmental Services, CWSRF Administration, Contracts for Program Services	

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2022 Clean Watershed Needs Survey and posted the RFP on the Department of Administrative Services website as well as the NHDES website. The single proposal received from Comprehensive Environmental Inc. (CEI) was reviewed based on the criteria included in the RFP: project management and technical proposal, cost proposal and quality of proposal. The RFP review team concurred that CEI is extremely qualified to complete the scope of work presented in the RFP.

The Clean Watersheds Needs Survey (CWNS) is a comprehensive assessment of the capital costs (or needs) to meet the water quality goals of the Clean Water Act (CWA) and address water quality and water quality related public health concerns. The 2021 Bipartisan Infrastructure Law amended the CWA to direct United States Environmental Protection Agency (EPA) to conduct and complete an assessment of capital improvement needs for all projects that are eligible under Section 603(c) for assistance from state water pollution control revolving funds. The objective of this project is to capture, to the maximum extent possible, the total costs of qualifying projects in New Hampshire in all three Stormwater categories and one Nonpoint Source Control category.

A "Need" is defined as "Unfunded project(s) (or portions thereof) and associated capital costs that address a water quality or water-quality-related public health problem existing as of January 1, 2022 or

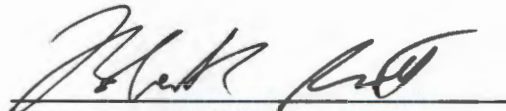
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expected to occur within the next 20 years." The information will be used by EPA to create a Report to Congress, direct budgeting efforts, help local and state governments implement water quality programs, measure environmental progress, contribute to academic research, and provide information to the public and decision-makers. The results of the CWNS are part of the determination for future federal funding allocations to the state.

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

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

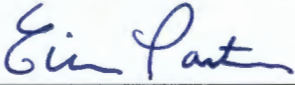
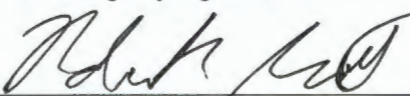

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Comprehensive Environmental Inc.		Contractor Address 41 Main Street Bolton, MA 01740	
1.5 Contractor Phone Number (508) 281-5160	1.6 Account Number 03-44-44-441018-4788-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$111,344
1.9 Contracting Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Contractor Signature  Date: 5/23/22		1.12 Name and Title of Contractor Signatory Eileen Pannetier, President	
1.13 State Agency Signature  Date: 5/31/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 6/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials EP
 Date 5/23/22

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.

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, 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.

Exhibit A
Special Provisions (P-37)

No special provisions.

Exhibit B
Scope of Services (P-37)

Task 1: Meetings

- CEI will attend a virtual project kickoff meeting with NHDES and EPA CWNS staff. Prior to the meeting, we will coordinate with NHDES to define the meeting objectives.
- In addition to the kickoff meeting, CEI will attend virtual monthly check-in meetings with NHDES. As appropriate, CEI will develop and present materials (e.g., agenda, PowerPoint presentations) to facilitate discussion for and during each monthly meeting. When prior review of meeting materials is required for concurrence from the NHDES team, CEI will provide these materials at least two weeks in advance of the monthly meeting.

Task 1 Deliverables:

- Meeting summaries including presentations/materials to support monthly meeting topics.

Task 2: Review Materials

CEI will review all information provided by NHDES regarding CWNS and New Hampshire Stormwater State Needs* (State Needs). These materials are expected to include:

- CWNS training materials, including CWNS training videos from EPA
- New Hampshire-specific and EPA-approved State Specific Approach
- Relevant 2012 CWNS material and State Needs
- Other material deemed relevant by the NHDES team

* New Hampshire Stormwater State Needs include all stormwater and hydromodification projects and cost, whether CWNS eligible or not.

Task 2 Deliverables:

- Preliminary review of materials provided by NHDES and other available materials related to CWNS and State Needs, as described above.

Task 3: Develop Outreach Materials and Local Contacts

- Based on input and templates from NHDES, CEI will develop outreach materials that will be used to contact New Hampshire municipalities including survey forms, emails, phone scripts, etc. As described further under Task 4, CEI will prepare customized survey forms in ArcGIS Survey123.
- CEI will work with NHDES to develop a list of all municipalities, their municipal category, and preferred contact (if available). If a local contact is unknown, CEI will obtain contact information for the Town Administrator, Planning Director, or other relevant contact from the town website. This list will be used to track data collection in future tasks.
- In addition to outreach materials for municipal contacts as described above, CEI will prepare similar outreach materials that are tailored to a list of key local stakeholder organizations (e.g., NHLAKES, New Hampshire Rivers Council, etc.) that may have knowledge of projects and supporting documents related to CWNS and State Needs. This list of organizations will be provided to CEI by NHDES.

Task 3 Deliverables:

- Outreach materials to inform municipalities and key local stakeholder organizations about the CWNS and State Needs survey process
- Preliminary municipal and local contact spreadsheet

Task 4: Data Collection

CEI will work with NHDES to collect data from New Hampshire municipalities for three CWNS Stormwater Categories (VI-A, VI-B, and VI-C) and for NPS Category VII-K and additional non-CWNS eligible stormwater and hydromodification data. CEI will use EPA's approved Extrapolation Method for the CWNS Stormwater Categories (as described in Task 7). The Extrapolation Method will be used for CWNS Stormwater categories and State Needs data but will not be used for the NPS Category.

Data collection will be performed using ArcGIS Survey123. Survey123 is a web-based tool available via ArcGIS Online. Web-based data collection will increase efficiency and accuracy of data collection and will be performed as follows:

- Gather municipal contact information (Task 3).
- Create a customized Survey123 form using the NH 2022 CWNS Form as a template (created during Task 3). The form will include key questions, easy to follow instructions for respondents, and compatibility for file upload to the CWNS-Data Entry Portal.
- Present the CWNS and State Needs data request to the two NH regional stormwater coalitions representing regulated NH MS4 municipalities (Task 4b).
- Email a weblink to the Survey123 form to all municipal contacts and request that they complete it. Perform additional outreach for any non-responses (Task 4a).
- Conduct follow-up data collection, if needed, to meet data collection targets (Task 4d).
- Review survey responses as they come in for completeness and verify that required documents have been uploaded (Task 5).
- The end result will be a web-based database with required CWNS data and backup documentation ready to be uploaded to the CWNS Data Entry Portal for each participating municipality (Tasks 6 and 8), in addition to non-CWNS-eligible data ready to compile for State Needs.
- CEI will conduct data collection efforts for all New Hampshire municipalities and commits to meeting or exceed the target data collection goals specified in the RFP for each municipal category.

Task 4a: Initial Municipal Outreach / Create Digital CWNS Library

CEI will reach out to all identified municipal and local contacts through a series of phone calls and emails. For planning purposes, it is assumed that CEI will conduct two emails and two initial phone calls to a contact in each New Hampshire municipality. If contact is made, CEI will send the municipalities the appropriate survey form and discuss obtaining documents that are not available electronically.

CEI will coordinate with municipal contacts, search municipal websites for relevant documents, and work with NHDES to request and acquire documents such as Capital Improvement Plans, Watershed-Based Plans, grant and loan applications, and other relevant documents that may contain information related to stormwater infrastructure costs and needs, hydromodification, etc. All plans or documents collected will be sorted into a Digital CWNS Library via ArcGIS Survey123.

CEI understands that acceptance of Watershed-Based Plans (WBPs) for inclusion in the Digital CWNS Library will be based on prior review by NHDES staff for relevancy (e.g., NHDES review to determine if the recommended actions in the WBPs have already been implemented, are still valid, etc.). CEI understands that WBPs and other documents older than 6 years old will require certification that the findings of the document are still valid (via a check box on the CWNS DEP).

Municipal contacts will have the option of either (1) uploading documents directly through the Survey123 form or (2) providing documents to CEI staff for upload.

Note: Any documents that are provided by municipalities in hard copy will be scanned by CEI and saved to the ArcGIS Survey123 CWNS Library in PDF format.

Task 4b: Presentation at Two New Hampshire Regional Stormwater Coalition Meetings

In coordination with NHDES, CEI will present the CWNS and State Needs request for data to the two New Hampshire regional stormwater coalitions representing regulated NH MS4 municipalities. This platform will provide CEI with municipal contacts and communicate the importance of participating in CWNS and State Needs data collection. Based on these meetings, CEI will update the CWNS Municipal Contact Spreadsheet with appropriate contact information.

Task 4c: Coordination with NHDES

Once the initial outreach to municipalities is complete, CEI will meet with the NHDES team to discuss next steps for municipalities that were not able to be reached.

Task 4d: Site Visits/ Additional Outreach

CEI will conduct follow-up data collection for all municipalities identified under Task 3. As needed to meet or exceed the data collection targets specified in the RFP, we anticipate that this task may include site visits to municipal offices to initiate contact and facilitate data collection. We feel strongly that the additional effort for site visits:

- Will guarantee higher response rates
- Will be particularly helpful in acquiring data (1) from smaller communities with limited municipal and (2) in cases where useful information is only available in hard copy (as noted above, CEI will copy, scan, and convert such documents to PDF format for the CWNS Digital Library)
- Will be conducted efficiently (e.g., CEI will target regions for multiple town hall visits per day)

Although the number of site visits that will be needed to meet data collection targets is difficult to predict, for budgeting purposes we have assumed two days of staff time. *If needed to meet targets, two additional field days will be provided by CEI as a pro-bono contribution at no cost to the project.*

Task 4 Deliverables:

- Outreach presentation dates, locations, and number of attendees
- Documentation of outreach efforts for each NH municipality, including:
 - Records of phone calls including dates, who was contacted, and information obtained
 - Records of documents, needs, and costs found by searches of municipal web sites, grant applications, watershed-based plans, and other online or in-person searchable documents
 - Records of additional efforts to obtain documentation, needs and costs to achieve at least the 2022 goal percentages for each municipal category and the results of those efforts
 - Completed forms sent back from communities with no needs or costs reported

Task 5: Data Review

Once all survey data from respondents have been obtained under Task 4, CEI will review each survey response and associated documentation and verify CWNS-eligible projects under the four categories relevant to this project. Additional non-CWNS eligible stormwater and hydromodification project needs and costs will be verified simultaneously and documented for NHDES. All project needs, costs, CWNS-eligibility, State Needs eligibility, and source material will be tracked via ArcGIS Survey123 results for each municipality.

In cases where CEI is unsure if a project is CWNS eligible, CEI will compile available project information for submittal to EPA for clarification. We anticipate that such requests for clarification will be sent to EPA's contractor through the DEP as needed over the course of the project.

For small communities, in cases where Small Community Forms are used for documentation of needs and costs and where no professional engineer (PE) signature is provided by the town or its consultant, CEI will verify the costs using one of the following methods:

- CEI P.E. signature
- CEI uses CWNS Cost Estimation Tools within DEP
- CEI works with town to coordinate use of Cost Estimation Tools within DEP (requires town to gain access to DEP and may require CEI to set up facility data)

Note: As requested by NHDES, CEI will provide cost verification for small communities as described above for up to six (6) communities.

Task 5 Deliverables:

- Data review and verification of CWNS survey results and supporting documentation.
- Cost verification for small communities as described above for up to six (6) communities.

Task 6. Data Entry into CWNS DEP for Stormwater Categories for Contributing Municipalities

In order for Data Extrapolation for the three Stormwater Categories (VI-A, VI-B, and VI-C) under Task 7 to occur, stormwater category data must be entered and initially approved by EPA CWNS team. CEI will enter data for the three stormwater categories for each municipality that provides eligible data, at least meeting the stated percent goals for each municipal category, and in a timely manner such to allow extrapolation and data entry for all the remaining municipalities to occur by the deadline of February 28, 2023.

Task 6 Deliverables:

- Data entered into DEP and approved by EPA and reported to NHDES

Task 7: Data Extrapolation (for Stormwater Category only)

As specified in the RFP, CEI will use the New Hampshire-specific and EPA-approved Extrapolation Method as follows:

- For the three CWNS stormwater categories (VI-A, VI-B, and VI-C). This method will be used to extrapolate costs and needs within each of the five municipality categories.
- Conduct the Extrapolation Method for the NH State Stormwater Needs as well.

Task 7 Deliverables:

- Extrapolation calculations using contributing municipalities to generate costs for all New Hampshire municipalities as follows:
- For CWNS stormwater categories (VI-A, VI-B, and VI-C).
- For State Needs

Task 8: Data Entry into CWNS DEP for Extrapolated Communities and NPS Category

CEI will enter all CWNS data into the CWNS Data Entry Portal (DEP). During data entry, copies of supporting documentation will be submitted to EPA for approval. If any of the documentation is rejected, all efforts will be made to reinforce the documentation and/or modify the data entry to delete non-qualifying projects. Data for all three Stormwater Categories (VI-A, VI-B, and VI-C) will be entered for all NH municipalities. Data for NPS category (Hydromodification) will be entered only for those municipalities who report eligible projects.

Task 8 Deliverables:

- Confirmation of successful federally-accepted data entry into the CWNS DEP by the EPA deadline.
- Additional post-data entry follow-up work as needed to verify, adjust, re-examine, and interact with EPA or its contractor regarding CWNS data.

Task 9: Reporting

Task 9 Deliverables:

- CWNS DEP-generated PDF data entry sheets for every municipality in New Hampshire.
- NH State Stormwater Needs Report for all NH municipalities.

Project Schedule

TASK	2022							2023						
	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Task 1: Meetings	→													
Task 2: Review Materials	→													
Task 3: Develop Outreach Materials / Municipal Contacts	→	→												
Task 4: Data Collection		→												
Task 5: Data Review					→									
Task 6: Data Entry ³ for Contributing Municipalities		→												
Task 7: Data Extrapolation								→						
Task 8: Data Entry for Extrapolated Municipalities									→					
Task 9: Reporting									→					
Response to EPA Requests ²			→											

Schedule Notes:

1. The schedule above is based on an assumed start date (with Notice to Proceed from NHDES) of June 15, 2022, with a contract period through June 30, 2023.
2. CEI will complete all project deliverables by March 1, 2023, with the remainder of the contract period for response to EPA requests for clarification or additional information (on an as-needed basis).
3. Data entry into the CWNS DEP will be conducted on an ongoing basis as data collection and associated QA/QC for each community is completed. This will allow for EPA review of data on a rolling basis.
4. See notes above with regard to managing project schedule and communicating task performance.

Exhibit C

Payment Terms (P-37)

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

Reimbursement requests for project costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly. With a hold of 10% for final report payment.

The total reimbursement shall not exceed the contract award of \$111,344.

Funding is provided through the NH Department of Environmental Services with Clean Water State Revolving funds.

CERTIFICATE of AUTHORITY

I, Richard Cote, Secretary of the Comprehensive Environmental Inc., do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on May 9, 2022, the Comprehensive Environmental Inc. voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Comprehensive Environmental Inc. further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Eileen Pannetier

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Comprehensive Environmental Inc., this 23 day of May 2022.



Richard Cote, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 23 day of May, 2022, before me Sarah Tello the undersigned officer, personally appeared Richard Cote who acknowledged him/herself to be the Secretary of the Comprehensive Environmental Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Sarah Tello (signature above)

Commission Expiration Date:

(Seal)



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 COMPREHENSIVE ENVIRONMENTAL INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 09, 1991. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 158911

Certificate Number: 0005781305



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



COMPENV-02

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2022

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														
INSURED Comprehensive Environmental, Inc. 21 Depot Street Merrimack, NH 03054	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company (CNA) A, XV</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Insurance Company A, XV</td> <td style="text-align: center;">41840</td> </tr> <tr> <td>INSURER C : National Fire Insurance Company of Hartford A(XV)</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER D : Beazley Syndicate 2623/623 at Lloyd's A+, XV</td> <td style="text-align: center;">112862</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company (CNA) A, XV	20443	INSURER B : Allmerica Financial Benefit Insurance Company A, XV	41840	INSURER C : National Fire Insurance Company of Hartford A(XV)	20478	INSURER D : Beazley Syndicate 2623/623 at Lloyd's A+, XV	112862	INSURER E :		INSURER F :	
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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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		5094978421	1/23/2022	1/23/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AWN8954774	11/16/2021	11/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		X	5094979844	1/23/2022	1/23/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	5094978452	1/23/2022	1/23/2023	<input checked="" type="checkbox"/> 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.			W2DCE0220201	1/23/2022	1/23/2023	Per Claim \$ 2,000,000
D				W2DCE0220201	1/23/2022	1/23/2023	Aggregate \$ 2,000,000

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

NH 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**CANCELLATION**

NH Department of Environmental Services
 29 Hazen Drive
 Concord, NH 03302

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