

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Elms, Jr.

STATE OF NEW HAMPSHIRE



DEPARTMENT OF ENERGY
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June 21, 2022

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into a contract with Normandeau Associates, Inc. (VC# 174189) for an amount not to exceed \$249,750 to assess and report on the potential environmental, economic, and energy impacts in New Hampshire of development of offshore wind projects in the Gulf of Maine, effective upon Governor and Council approval through June 30, 2023. **100% Federal Funds.**

Funding is available in the following account, contingent upon the availability and continued appropriation of funds in the operating budget, as follows:

02-52-52-520010-26510000-102-500731	<u>FY2023</u> \$249,750
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EXPLANATION

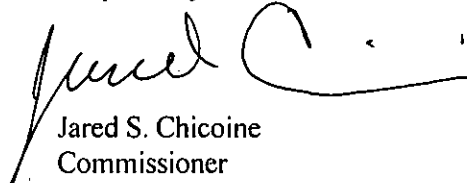
On August 3, 2021, and August 4, 2021, respectively, the Joint Legislative Fiscal Committee and the Governor and Executive Council allocated to the Department \$250,000 of Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), provided to the State of New Hampshire by the United States Department of the Treasury (CDFA number 21.027 and FAIN SLGRP0145), for the Department to conduct an assessment of the potential environmental, economic, and energy impacts in New Hampshire of development of offshore wind projects in the Gulf of Maine.

The Department issued a Request for Proposals on October 22, 2021, for a consultant to conduct and report on the assessment ("RFP"). The Department received three (3) proposals in response to the RFP. The proposals were reviewed and scored by a team of four state employees and three members of the General

Court: Christopher J. Ellms, Jr., Assistant Commissioner Department of Energy; Mark A. Sanborn, Assistant Commissioner Department of Environmental Services; Cheri Patterson, Chief Marine Fisheries Division New Hampshire Fish and Game Department; Geno Marconi, Port Director New Hampshire Port Authority, Senator David Watters, Representative Michael Vose, and Representative Michael Harrington. Following a detailed review of the three proposals received, Normandeau Associates received the highest score. Detailed scoring can be found on Attachment I.

The Department respectfully requests authority to enter into a contract in an amount not to exceed \$249,500 with Normandeau Associates, Inc., to conduct the necessary assessments and to prepare a report regarding the environmental, economic, and energy impacts in New Hampshire of development of offshore wind projects in the Gulf of Maine. Payment pursuant to this contract is contingent on sufficient CSLFRF/ARPA funds being available upon the effective date of the agreement. The funds have been allocated for this contract and are being held in the account shown above. In the event that the CSLFRF/ARPA funds are insufficient or are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,



Jared S. Chicoine
Commissioner

Attachments:
Attachment 1 – Proposal Scoring Sheet
Agreement with Exhibits

RFP #2021-021 OSW Impact Consultant	Scoring Team Member: Composite		
Date of Review:			
Bidder:	Power Advisory	VHB	Normandeau Assocs.
Employee and Subcontractor Qualifications: Qualifications, technical expertise, certifications, and knowledge that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services. (Maximum Point Score: 20)	17	17	17
Proposed Scope of Work: Clarity and appropriateness of proposed general approaches and demonstrated knowledge of relevant subject matter, including proposed allocation of resources and time to critical tasks, proposed scope of work, and project schedule. (Maximum Point Score: 25)	20	17	20
Experience: General experience providing similar services. (Maximum Point Score: 15)	13	12	13
Cost of Consulting Services: Cost of consulting services and expenses, including the competitiveness of the proposed budget and/or hourly rates and any proposed discounts or other benefits. Cost savings that may result from a firm having responded to multiple concurrent requests for proposals may be considered. (Maximum Point Score: 35)	32	25	32
Responsiveness to RFP: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10)	8	6	9
Total Score: (Maximum Point Score: 105)	90	77	91


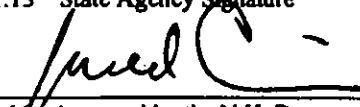
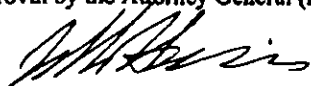
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name Normandean Associates, Inc.		1.4 Contractor Address 25 Nashua Road, Bedford NH 03110	
1.5 Contractor Phone Number 603-472-5191	1.6 Account Number 02-52-52-520010-26510000-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$249,750
1.9 Contracting Officer for State Agency Joshua W. Elliot, Director of Policy and Programs		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 06/15/2022		1.12 Name and Title of Contractor Signatory Curtis L. Thalken, Chief Executive Officer	
1.13 State Agency Signature  Date: 6/15/22		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) N/A By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/21/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, to

and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter

281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and

understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1.1 CERTIFICATIONS

In exchange for grant funds from the State award under the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the New Hampshire Department of Energy (NH Energy), Normandeau Associates, Inc. (Contractor) agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, defined as the scope of work described in Exhibit B, for which Contractor has not received payment or reimbursement from any other source. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

The Contractor shall execute and submit all applicable certifications to NH Energy, whether such certifications are appended hereto or required pursuant to the Specific Federal Requirements listed in Subpart 1.2, or pursuant to the General State and Federal Requirements of Subpart 1.3. Such certifications shall include but are not limited to the following:

- Exhibit D Certification Regarding Drug Free Workplace
- Exhibit E Certification Regarding Lobbying
- Exhibit F Certification Regarding Debarment and Suspension
- Exhibit G Certification Regarding Americans With Disabilities Act
- Exhibit H Certification Regarding Environmental Tobacco Smoke
- Exhibit I Certificate Regarding Nondiscrimination

1.2 SPECIFIC FEDERAL REQUIREMENTS

In connection with the performance of services under this contract, when applicable, the Contractor is required to comply with the following specific federal requirements, as amended, without limitation, and, as necessary, to cooperate with NH Energy to achieve compliance with the following specific federal requirements:

- A. Title VI of the Social Security Act - Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds (42 U.S.C. 801-805)

Exhibit A
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Initials EP Date 6/15/2022

Award# SLFRP0145 CFDA# 21.027

- B. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)
- C. Universal Identifier and System for Award Management ("SAM") (2 C.F.R. Part 25). Contractor's UEI number is TLWVN7G41N97
- D. Office of Management and Budget Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180)
- E. Recipient Integrity and Performance Matters (2 C.F.R. Part 200)
- F. Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20)
- G. Restrictions on Lobbying (31 C.F.R. Part 21)
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655)
- I. Generally applicable federal environmental laws and regulations, including but not limited to the Federal Clean Air Act (43 U.S.C. 1857), the Federal Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations prohibiting use on the EPA List of Violating Facilities (40 C.F.R. Part 15).
- J. Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination Under Federally Assisted Programs On Ground of Race, Color, or National Origin - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
- K. Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance from the Department of the Treasury (31 C.F.R. Part 22)
- L. The Fair Housing Act – Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)
- M. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)
- N. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.)
- O. Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance from the Department of the Treasury (31 C.F.R. Part 23)
- P. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.)
- Q. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328)
- R. Protections for Whistleblowers (41 U.S.C. § 4712)

- S. Executive Order 13043 – Increasing Seat Belt Use in the United States
- T. Executive Order 13513 – Federal Leadership on Reducing Text Messages While Driving

1.3 GENERAL STATE AND FEDERAL REQUIREMENTS

1.2.1 In addition to any requirement listed in Subpart 1.1 of this Section, in connection with the performance of services under this contract, the Contractor shall comply with all applicable statutes, laws, rules, regulations, guidelines, and executive 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 of the laws.

1.2.2 Between the Effective Date and the date five (5) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with performance of the services under this contract, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

1.2.3 Between the Effective Date and the date five (5) years after the Completion Date, the Contractor agrees to permit the State or United States access to any of the Contractor's books, records, and accounts for purposes of ascertaining compliance with all rules, regulations, and orders, and the covenants, terms, and conditions of this Contract.

1.4 EQUAL OPPORTUNITY CLAUSE (41 C.F.R. 60-1.4(b))

During the performance of this contract, the Contractor agrees to the language as follows. Additionally, the Contractor is required to include reference to the following language, known as the Equal Opportunity Clause, in each subcontract it may execute.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

Exhibit A
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Award# SLFRP0145 CFDA# 21.027

work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.6 DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

The Contractor is prohibited from receiving this contract award if it has been debarred, suspended, or otherwise excluded by an agency, as well as if it has been declared ineligible under statutory or regulatory authority.

1.7 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

For applications or bids for an award in excess of \$100,000, the Contractor shall certify, in writing, to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

1.8 PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

The Contractor is prohibited from obligating or expending funds to procure or obtain, extent or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

1.10 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.

1.11 Permitted Subcontractors

The State shall have no obligation to pay and will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation set forth below. The Contractor shall not substitute or change any subcontractor or other personnel identified in its proposal dated January 7, 2022, without written notice to and the consent of NH Energy.

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EXHIBIT B

SCOPE OF SERVICES

The Contractor shall be engaged by, and report to, the New Hampshire Department of Energy (DOE), to assess and report on the potential environmental, economic, and energy impacts in New Hampshire of development of offshore wind projects in the Gulf of Maine.

This exhibit is intended as a summary of the work described in RFP #2021-020 and Contractor's January 7, 2022 Response to RFP #2021-020, attached hereto and incorporated herein, and is not intended to limit the scope of services as set forth therein. Without limiting the foregoing, Contractor shall be expected to address economic and energy impacts in New Hampshire procurement and non-procurement scenarios and to address subsidies required of the development and continued operation of offshore wind.

1. Project Schedule

Contractor shall commence work immediately following approval of this Agreement by the Governor and Executive Council. Contractor shall schedule an initial project scoping meeting with the DOE and Department of Environmental Services (DES) to occur on a mutually agreeable date within 30 days following approval of this Agreement by the Governor and Executive Council. The purpose of the meeting shall be to review and refine the scope, task, and project approach requirements; to establish a project plan and schedule with key milestones and deliverables, as applicable; and to establish project management and communications protocols to ensure that the information requirements of both the Department and Contractor are satisfied.

2. Project Management

Status calls or meetings shall be conducted by Contractor's project manager with the Department, on a monthly basis or when requested by the Department, to discuss project status, progress, action items, and budget status.

For any activities not addressed in the project schedule section above or requiring modification as the work progresses, Contractor shall work with the Department to set a mutually agreeable schedule and related budget.

3. Additional Requirements

Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by the Department. In the process of preparing any and all deliverables, Contractor shall work closely with the Department in order to facilitate effective

knowledge transfer on each issue. At the conclusion of performance of services hereunder, Contractor shall make available to the Department summaries of significant work papers and source documents as requested.

Exhibit B
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2 Scope of Work

Normandeau has assembled a highly qualified team to assess and prepare a report for the New Hampshire Department of Energy (DOE) on the deployment of offshore wind in the Gulf of Maine focusing on economic impacts, energy impacts, and environmental impacts. The team consists of Normandeau, Veritas, and Tetra Tech. Team member roles are described by topic below.

The team will incorporate and build upon the work conducted pursuant to the Governor's Executive Orders 2019-06 and 2021-03 (issued on December 3, 2019 and March 1, 2021, respectively) and the work conducted by the Commission to Study Offshore Wind and Port Development established by House Bill 1245.

2.1 Scoping Meeting

Normandeau's team will attend an initial in-person project scoping meeting with DOE and Department of Environmental Services (DES) personnel to review and refine the scope, task, and project approach requirements; review the allocation of resources among the various studies and the final report, to establish a project plan with key deliverables and approximate milestone dates; and establish project management and communication protocols. Normandeau understands the importance of regular communication with DOE and DES personnel and anticipates participation by our Project Manager and our subcontractors, in monthly progress meetings (online remote, or conference calls) throughout the duration of the contract to provide updates on the status of our deliverables.

2.2 Topic 1: Economic Impacts to Maritime Industries and Activities

Veritas will evaluate the economic impacts to maritime industries and activities from offshore wind development using the following three modeling approaches it has developed: Recreational Angling Demand Models, Commercial Fishing Behavioral Models, and Economic Impact Planning Models. Each of these models is uniquely designed to address the specific economic impacts the DOE is requesting be evaluated. Recreational Angling Demand Models evaluate changes in recreational fishing from offshore wind development. Commercial Fishing Behavioral Models evaluate changes in commercial fishing supply resulting from changes in harvest costs caused by commercial anglers having to alter commercial fishing behaviors due to the presence of offshore wind facilities. Veritas will use this model to assess the effects of offshore wind development on commercial fisheries and to characterize the effect that offshore wind development can have on commercial fishing. Veritas will also describe potential compensatory mitigation actions following the recommendations from BOEM (2014). Lastly, Economic Impact Planning Models address the changes in economic output based on changes in spending or employment in a specific region or industry. Veritas will use this model to evaluate supply chain operations and port utilization opportunities and workforce opportunities from offshore wind development.

Individual tasks under Topic 1 will be provided following these summarized efforts. Veritas will identify impacted commercial and recreational maritime activities and develop a list of potentially affected activities based on in-depth research of existing wind farm effects. Potential impacts to shipping and navigation will be evaluated based on an understanding of current routes developed from publicly available information and will include an evaluation of traffic patterns based on ship location data and the current location of navigation lanes. Veritas will review the

primary affected recreational marine uses including, fishing, pleasure boating, and nature viewing (e.g., whale watching) and a discussion of these activities under baseline conditions and an evaluation of potential effects will be provided.

Veritas will determine the economic impacts to commercial fishing and other commercial maritime activities including potential compensatory mitigation using a model-based assessment relying on data from NOAA Fisheries Greater Atlantic Regional Office and site-choice simulation models such as those developed by BOEM. Veritas has created such models for studying economic impacts in the NY/NJ Bight and southern RI/MA and will apply them to the Gulf of Maine. The ability of recreational and commercial operators who work in the vicinity of offshore wind farms to obtain insurance will be determined by conducting an in-depth review of European outcomes and used to form conclusions about what is likely to occur in the US.

Veritas will determine the economic impacts to aviation and radar assets. Veritas will utilize publicly available information and records to identify the potential impacts to aviation. As substantial experience and research concerning mitigating approaches has been developed, Veritas will use information from this experience, studies in Europe and the US, and the information assembled to evaluate the economic impacts to aviation and radar assets.

Veritas will evaluate baseline local port activities in IMPLAN (an economic impact planning model), including assessing the magnitude of changes that would occur based on different turbine field sizes. Building and operating wind turbines will affect local workforce opportunities. Direct workforce requirements for doing so will be developed based on experience from other offshore wind installations. Veritas will utilize IMPLAN to evaluate secondary local economic effects.

2.3 Topic 2: Energy Sector and Energy-Related Economic Impacts

Veritas will use power system models including Veritas' Environmental Policy Simulation Model (EPSM) to evaluate the effect of changing the configuration of existing generation or adding new generation to the electrical grid. EPSM is an analytical tool designed to assist with evaluations of alternative electricity-system and resource-allocation choices. EPSM can evaluate resource changes and environmental policies at the national, regional, or local level. It can also evaluate the choice among new electricity generation alternatives or the impacts of demand changes at specific locations. EPSM is populated with up-to-date plant and market-specific data at a granular level to provide output that is site and scenario specific. Veritas will modify an existing version of EPSM that was created to evaluate ISO-NE to assess the energy sector and energy-related economic impacts. Results from EPSM include the physical, economic, and financial performance of the electricity system and of its elements and institutions.

Individual tasks under Topic 2 will be provided following these summarized efforts. Normandeau will use publically available information to identify the preliminary offshore wind resources in the Gulf of Maine and provide a brief summary of each identified resource and a map showing the potential resource locations in the Gulf of Maine. Veritas will determine the projected activities of ME, MA, RI, CT, NY, and NJ using the EPSM ISO-NE model and specifying it to include Integrated Resource Plans and other relevant information relative to likely activities of ME, MA, RI, CT, NY, and NJ. The EPSM ISO-NE model will also be specified to include constraints that represent clean energy requirements in ME and MA. Veritas will evaluate the initial and ongoing offshore wind

costs in a long run planning context to understand offshore wind's cost competitiveness and implications for subsidy requirements.

A cumulative effects analysis will be used to consider the impact of adding wind energy in the context of reasonably foreseeable future energy impacts, particularly additional offshore wind. This will be evaluated based on developing an understanding of how much wind the area could support and implications for dispatch given prevailing wind patterns. Additional clean renewable energy sources could potentially be synergistic with offshore wind. These sources and related considerations will be evaluated based on likelihood of excess electricity and economic conditions for synergistic clean renewable energy sources. Veritas has conducted economic modeling of ISO-NE with consideration of a Seabrook Nuclear Power Plant retirement. Veritas will determine the projected life of the facility and will extend this analysis to consider offshore wind in offsetting lost power from a potential retirement.

Wind energy generation follows wind availability. This tends to follow daily and seasonal patterns, with occasional time periods when wind generation can curtail unexpectedly. This means that wind must be grid integrated with this consideration. Veritas will evaluate grid integration using EPSM. Energy storage will also be considered as an approach for dealing with the intermittency.

2.4 Topic 3: Existing Infrastructure and New Infrastructure Needs

Tetra Tech will prepare an assessment to identify potential export cable routes, landing locations, and terrestrial cable routes to potential points of interconnection. The review will identify areas of existing anchoring along the potential cable route(s) that could lead to interaction with the cable, as well as areas of high traffic density where emergency anchoring and/or vessel access for cable laying/maintenance could pose an issue. A summary table will include major federal and state permits that would need to be obtained. An overview map will show potential constraints for submarine and onshore cable routing. A detailed cable burial risk assessment will not be included as part of this task (or under any task for Topic 3).

Tetra Tech will prepare a desktop study to review existing infrastructure including the potential injection points along the New Hampshire coast. The study will identify the site location, owner and the voltage class of the stations. The study will also include an analysis of the existing area transmission lines and include a map detailing the line routes, line voltages and the transmission facility owner. Lastly the study will identify at least two separate routes to connect cable landing sites to the potential injection stations. Onshore cable routing options will consider the permitting effort, population density, public perception, and construction obstacles. A summary table will be provided for potential injection locations along the coastline including transmission lines and voltage class. A single map will be provided, showing the locations of potential injection stations (points of interconnection), existing transmission line routes and voltage class and the potential landfall to injection point routes. A cursory risk analysis of each injection point and each of the proposed routes will be provided.

Tetra Tech will prepare an assessment to evaluate end-of-life scenarios for wind turbines and associated facility components using publicly-available documents and information. Global turbine decommissioning solutions and methodologies for onshore and offshore wind projects reaching decommissioning stages will be reviewed to summarize current practices inclusive of

financial, environmental, and social impacts, as available. An overview of potential scenarios will be generated including recyclability of various components, whether the various additional turbine components (i.e. foundation, cables etc.) should be removed or left in situ, a suitability evaluation of existing port areas for decommissioning and additional infrastructure needs, and storage and disposal processing applicability. The assessment will provide early insight into the future of the decommissioning process for offshore wind turbines considering rapid advancements in offshore wind turbine configurations and subsequent effects on the decommissioning process.

2.5 Topic 4: Environmental/Biological Impacts

Normandeau will conduct a desktop assessment of the potential environmental impacts of offshore wind development in the Gulf of Maine. The assessment will be geographically focused on potential impacts that are most relevant to New Hampshire. We will review existing publicly available information for important biological resources including birds, bats, fish, benthos and fish habitats, marine mammals, and sea turtles. Specific attention will be provided to the most sensitive species and habitats, including the critically endangered North Atlantic right whale and commercially important American lobster. Data sources that may be used include: the Northeast Ocean Data Portal (<https://northeastoceandata.org>), OBIS-SEAMAP (Ocean Biogeographic Information System Spatial Ecological Analysis of Megavertebrate Populations), Motus Wildlife Tracking System (MWTS 2021), BOEM Offshore Bird Database (Robinson Willmott et al. 2013), and Marine life and Data Analysis Team (MDAT; Curtice et al. 2019). These portals/databases provide useful starting points for the most recent information available for the Gulf of Maine. Peer-reviewed literature and technical reports from federal and state resource management agencies will also be key sources of data and information.

Normandeau will conduct an Environmental Sensitivity Analysis to identify areas of biological importance. The analysis will identify hotspots of occurrence for priority species, protected areas, designated sensitive areas such as Critical Habitat (for species listed under the U.S. Endangered Species Act) and Habitat Areas of Particular Concern (for certain species with designated Essential Fish Habitat), along with less well-known sensitive areas such as regionally significant feeding areas for listed species, or spawning areas for economically important commercial and recreational species. Normandeau will assess sensitive benthic habitat such as seagrass beds and areas of ledge or rocky substrate, where hard bottom benthic communities provide important "live bottom" habitat. Normandeau will gather and summarize information on existing databases and literature for each of the resources: birds and bats, fish and fisheries study, marine mammals and sea turtles, and sand and gravel. The review would provide an overview of each resource and determine potential impacts from offshore wind development.

Normandeau will analyze fisheries vessel traffic and use patterns; other aspects of commercial and recreational fisheries will be addressed under Topic 1. The Vessel Monitoring System (VMS) data from the NMFS will be an important data source for this analysis. Automatic identification system (AIS) data from the U.S. Coast Guard may also be used for this analysis to the extent that these data are available and relevant.

Tetra Tech will prepare an assessment of potential air emissions created by offshore wind operations for a hypothetical facility in the Gulf of Maine, which will specifically address potential emissions of sulfur hexafluoride (SF₆), which is a potent greenhouse gas (GHG) commonly used

as an insulator in switchgear for electric generation facilities. Tetra Tech's assessment will also include a discussion of existing ambient air quality in the states bordering the Gulf of Maine, and identifying the status of each area where emissions could occur with respect to the National Ambient Air Quality Standards (NAAQS). This assessment will be based on a hypothetical project, similar in scale to those currently in development in southern New England, using publicly-available information sources (e.g., permit documentation, COP submittals, EIS submittals, OCS Notice of Intent filings, issued and draft OCS air permits, etc.).

Tetra Tech will prepare an estimate of potential quantities of fossil fuels used during construction, operation, and maintenance of a hypothetical offshore wind facility in the Gulf of Maine, as well as potential quantities of petroleum-based lubricants and other materials used during operation and maintenance of such a facility. Tetra Tech understands the scope of this task to include potential fossil fuel use by combustion equipment during both offshore and onshore construction, as well as by permanent stationary sources, such as emergency generator engines located at offshore platforms or onshore substations. The assessment will be based on a hypothetical project, similar in scale to those currently in development in southern New England, using publicly-available information sources.

Tetra Tech will prepare an assessment to discuss and identify potential risks and constraints associated with the use of rare earth minerals in offshore wind turbines. This assessment will evaluate the application of rare earth permanent magnet generators (PMGs) in offshore wind projects, global rare earth mineral supply chain constraints and production diversification outlook, rare earth mineral material recycling and efficiency, and the potential use of alternative magnet materials in commercial applications. Tetra Tech will use publicly-available documentation of the use of rare earth minerals in offshore wind projects and constraints due to current demand projections for wind turbine generators.

Tetra Tech will prepare an acoustic assessment describing potential sound impacts associated with offshore wind turbine operations. Applicable noise regulations will be discussed and a range of wind turbine sound power levels for larger offshore wind installations. A discussion of construction activities will also be included in the assessment and the implications of both underwater and in-air noise impacts, focusing on pile driving activities. Screening-level sound propagation calculation will also be conducted to predict received sound levels onshore related to offshore pile driving. While assessment of underwater noise impacts on marine species is a critical component to offshore wind facility permitting, for the purpose of this study, underwater noise impacts will be addressed in a qualitative manner. Tetra Tech will base this assessment on a hypothetical project, similar in scale to those currently in development in southern New England, based on publicly-available information sources. No comprehensive acoustic modeling will be completed for this task. Calculations will correspond to more simplistic sound propagation calculations. Noise prediction results will be used for the purposes of providing an estimate of noise impacts.

Tetra Tech will conduct a desktop study to assess visual impacts and visibility thresholds for other activities and operations in the Gulf of Maine. This study will preliminarily describe and categorize the existing visual character of the landscape within the study area and identify potential sensitive viewing areas that include, but are not limited to, cultural/historic sites and structures, recreation areas, local communities, designated scenic resources, and other scenic or aesthetic

resources identified by federal, state and local planning documents. A brief technical write up on the findings will be provided along with a map of identified potential sensitive viewing areas. A detailed visual impact assessment is not included in this task. Results are subject to change based upon the specifications of the analysis undertaken and any future deviations from those assumptions.

Tetra Tech will prepare a desktop environmental justice assessment for inclusion in the Report. The environmental justice assessment will be based on applicable guidelines from the White House Council on Environmental Quality (CEQ 1997) and the U.S. Environmental Protection Agency (EPA 1998), among others. The assessment will use data from the U.S. Census Bureau and the EPA's Environmental Justice Screening and Mapping Tool (EJSCREEN) to assess the potential presence of minority, low-income, and other vulnerable populations in Rockingham County and the New Hampshire communities most likely to be affected by offshore wind development. Potentially affected communities include ports likely to be used for staging and access, as well as fishing communities, including Hampton, Newington, Portsmouth, Rye, and Seabrook (NOAA Fisheries 2021). The assessment will also incorporate data from the fishing community profiles prepared for the potentially affected communities by NOAA Fisheries (2021), as appropriate. The assessment will be a desktop study limited to assessing the potential presence of environmental justice populations. This assessment will be based on publicly available data, as described above. Potential sources of environmental justice impacts will be discussed in qualitative terms based on a hypothetical project similar in scale to those currently in development in southern New England.

2.6 Topic 5: Permitting and Regulatory Issues

Normandeau will review and summarize the current regulatory and permitting process for development of offshore wind in the Gulf of Maine. This review will include Jones Act compliance, the limitations of existing installation vessels, and the strategies offshore wind energy projects may need to consider to meet Jones Act requirements. Normandeau will develop a regulatory roadmap outlining the federal and state permitting steps that would be necessary for a development of offshore wind in federal waters off the coast of New Hampshire. The pros and cons of various areas of the Gulf of Maine under consideration for potential offshore wind deployment will be determined based on the results of the analyses conducted for Topics 1 through 4 and input from the state agencies (DOE, DES, NH Fish & Game) and fishermen and maritime representatives (e.g., NH Commercial Fishermen Association).

2.7 Deliverables and Expected Schedule

Normandeau's team will prepare a draft report and a final report that encompass the results of the analyses, models, and assessments conducted for Topics 1 through 5. One round of DOE comments on the draft report will be incorporated into the final report.

Normandeau will begin work once the contract is awarded, with an anticipated start date of May 1, 2022. Normandeau proposes to hold the scoping meeting soon after the contract is signed (preferably within one to two weeks), working with DOE and DES personnel schedules. Normandeau proposes that the draft report be submitted to DOE by the first week of October 2022. We anticipate receiving DOE comments by mid-December 2022, and that the final report will be provide to DOE by the first week of April 2023.

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on June 30, 2023.
2. Contractor will charge for professional consulting services for time involved; however, the complete scope of work must be completed within the price limitation. Services will be provided as set forth in Exhibit B. The Project Fee and Cost Estimates by Topic contained in Table 2 of Contractor's proposal dated January 7, 2022, describes reasonable, expected allocation of hours for the services, at the hourly rates for key personnel specified in Table 3 of Contractor's proposal.

No charge shall be made for out-of-pocket costs and expenses, including travel.

The State shall have no obligation to pay and will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation set forth below. The Contractor shall not substitute or change any subcontractor or other personnel identified in its proposal dated January 7, 2022, without written notice to and the consent of the Department of Energy (NH Energy).

3. Price Limitation: The contract price shall not exceed \$249,750 in total.
4. Method of Payment: Payment shall be made as set forth herein below, on completion of the assigned work on the basis of Contractor's monthly invoices approved by NH Energy. Invoices must be submitted monthly by the 15th of the month in which billed services have been rendered. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with copies of invoices from and payments to any subcontractors. Invoices will provide adequate back-up including the hours worked per individual during the month and the service provided during those hours. The DOE can request additional supporting information, as necessary. Invoices will be submitted to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429 or via email to ENGY-BusinessOfficeGroup@energy.nh.gov.

Payments hereunder are contingent upon the continued availability of the \$249,750 federal American Rescue Plan Act of 2021 grant funds allocated for this agreement. No other funds, including general funds, shall be used to pay amounts due.

Exhibit C
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NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

US DEPARTMENT OF THE TREASURY

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, New Hampshire Department of Energy
21 S. Fruit Street, Suite 10, Concord, NH 03301

- (A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Exhibits D thru H

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS, cont'd**

US DEPARTMENT OF THE TREASURY

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, State, zip code) (list each location)

25 Nashua Road, Bedford, NH 03110

Check if there are workplaces on file that are not identified here.

Normandeau Associates, Inc.	January 1, 2022, to December 31, 2023
Contractor Name	Period Covered by this Certification

Curtis L. Thalken, Chief Executive Officer
Name and Title of Authorized Contractor Representative

	6/15/2022
Contractor Representative Signature	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF THE TREASURY

Programs (indicate applicable program covered):

- New Hampshire Department of Energy
Gulf of Maine Offshore Wind Impact Assessment

Contract Period: January 1, 2022, to December 31, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Handwritten Signature]

Contractor Representative Signature

Curtis L. Thalken, Chief Operating Officer

Contractor's Representative Title

Normandeau Associates, Inc..

Contractor Name

6/15/2022

Date

**NEW HAMPSHIRE DEPARTMENT OF ENERGY
STANDARD EXHIBIT F**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy (NH Energy) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when NH Energy determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the NH Energy to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NH Energy.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by NH Energy, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NH ENERGY may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

***Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)***

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Representative Signature

Curtis L. Thalken, Chief Operating Officer
Contractor's Representative Title

Normandeau Associates, Inc.
Contractor Name

6/15/2022
Date

Exhibits D thru H
Page 5 of 7

Initials  Date 6/15/2022
Award# SLFRP0145 CFDA# 21.027

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Representative Signature

Curtis L. Thalken, Chief Operating Officer
Contractor's Representative Title

Normandeau Associates, Inc.

Contractor Name

6/15/2022

Date

Exhibits D thru H

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Initials



Date 6/15/2022

Award# SLFRP0145 CFDA# 21:027

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Contractor Representative Signature

Curtis L. Thalken, Chief Operating Officer

Contractor's Representative Title

Normandeau Associates, Inc.

Contractor Name

6/15/2022

Date

Exhibits D thru H

Page 7 of 7

Initials



Date 6/15/2022

Award# SLFRP0145 CFDA# 21.027

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with legal requirements related to nondiscrimination and nondiscriminatory use of federal funds. These requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with, but not limited to, the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22, and other pertinent executive orders such as Executive Order 13166; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department's implementing regulations at 31 C.F.R. part 23.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above. With regard to Title VI, Recipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall 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.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Normandeu Associates, Inc.

6/15/2022

Recipient

Date



Curtis L. Thalken, Chief Executive Officer

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

State of New Hampshire

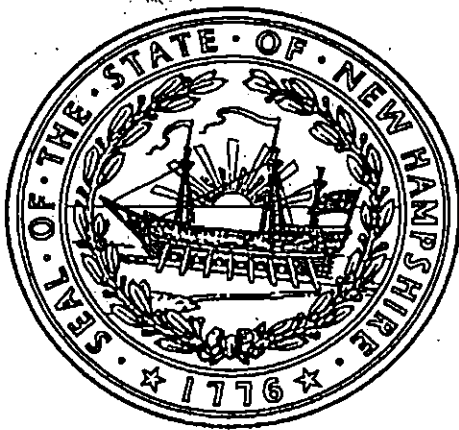
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORMANDEAU ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 26, 1983. 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: 72458

Certificate Number: 0005776386



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

Secretary's Certificate

I, Maria Adams, hereby certify that I am the Secretary of Normandeau Associates, Inc. a corporation duly organized and existing under the laws of the State of New Hampshire (the "Corporation").

I hereby certify that the following is a true copy of a resolution duly adopted by the Board of Directors of said Corporation by unanimous written consent dated July 7, 2000:

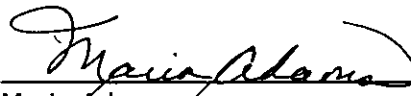
RESOLVED: That the officers of the Corporation be, and they hereby are, authorized to perform such actions in furtherance of the management of the Corporation as may be set forth in the Bylaws of the Corporation or delegated by the Board of Directors or the President of the Corporation from time to time on behalf of the Corporation; and

RESOLVED: That the officers of the Corporation be, and they hereby are, authorized to sign contracts on behalf of the Corporation.

I hereby certify that said vote has not been amended, modified or rescinded and remains in full force and effect on the date hereof, and that Curtis Thalken is a duly appointed CEO of the Corporation.

WITNESS the seal of the Corporation, and the signature of the undersigned, which is dated on June 15, 2022.

(Seal)



Maria Adams
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2022

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 MS Peltier Insurance Services LLC 3 Allied Drive Suite 303 Dedham MA 02028	CONTACT NAME: Margaret Mirisola PHONE (A/C, No, Ext): (857) 287-3500 E-MAIL ADDRESS: margaret@peltierinsurance.com	FAX (A/C, No): (857) 220-3011
	INSURER(S) AFFORDING COVERAGE	
INSURED Normandeu Associates Inc 25 Nashua Road Bedford NH 03110	INSURER A: Travelers Indemnity of America	25686
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Pennsylvania Manufacturers Association	12262
	INSURER E: Nautilus Insurance Company	17370
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 Abbr w/Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6306J480312	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		8101N513284	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		ZOB-91N31203-21-ND	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	202101-09-03-26-0Y	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E	Professional / Pollution Liability Retro Date 02/11/1987		CCP2029405-12	06/30/2021	06/30/2022	Per Occurrence \$3,000,000 Aggregate \$6,000,000 Retention \$25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NAI # 2022-04-042 - NHDOE OSW Gulf of Maine NH Impact Assessment - Agreement P-37 (version 12/11/2019) - The State of New Hampshire is included as an additional insured on a primary & non-contributory basis as respects General Liability as required by written contract.

CERTIFICATE HOLDER State of New Hampshire Department of Energy 21 S Fruit Street Suite 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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