



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



94

November 25, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment to an existing contract (PO # 9005938) with Arcadis U.S., Inc. (VC #229677-R001), Chicago, IL to work with NH public water systems in identifying lead service lines and by increasing the amount by \$955,070 to \$2,175,896 from \$1,220,826, and extending the contract end date to June 30, 2026, from January 1, 2025, effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 12, 2023, Item #98. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-441018-5564-102-500731

FY 2025

\$955,070

Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services

EXPLANATION

NHDES requests approval of this **SOLE SOURCE** amendment to the existing contract with Arcadis U.S., Inc. (Arcadis) to continue providing service line identification, and development of a replacement and sampling plan in accordance with EPA's Lead and Copper Rule Revisions (LCRR) and Improvements (LCRI). This amendment is **SOLE SOURCE** because Arcadis, having been originally selected through a request for proposal competitive bid process, is already providing this service and has indicated that they have the qualifications and capacity to take on the additional work. This effort is in response to the Environmental Protection Agency's published regulatory revisions to the National Primary Drinking Water Regulation for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water. To date, \$818,010 has been spent of the original \$1,220,826 contract.

In September of 2022, NHDES posted a request for proposals for consulting firms to complete the lead service line inventory, replacement plan and sampling plan for community water systems and non-transient non-community systems with less than 1,700 service connections. Thirteen proposals were received. A four-person review team consisting of experienced NHDES personnel scored the proposals in terms of the proposal quality, cost, qualifications, experience, adequacy of approach and overall project

www.des.nh.gov

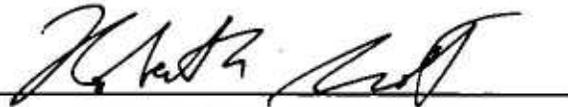
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

understanding. The NHDES review team selected Underwood Engineers, Inc., Northeast GIS, LLC, Arcadis U.S., Inc. and Hazen and Sawyer, P.C. consulting firms as having the top-ranked proposals based on the previously mentioned criteria.

Arcadis was selected to work with 220 New Hampshire public water systems to identify lead service lines, develop a lead service line inventory, and if lead service lines are found, develop a lead service line replacement plan and lead and copper sampling plan. Arcadis has divided the work into five tasks: program management, inventory preparation and training, technical assistance for small- and medium-sized public water systems, lead and copper sampling plan services, and lead service line replacement plan development. This amendment will provide for additional continued support to public water systems to identify unknown service line types, update lead services line inventories as additional information is collected and develop replacement plans.

In the event Federal funds are no longer available, general funds will not be requested to perform this work. This contract amendment has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
ARCADIS U.S., INC.**

CONTRACT FOR SERVICES – LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLAN

WHEREAS, the State of New Hampshire Department of Environmental Services (NHDES) has entered into a contract with Arcadis, U.S., Inc. in the amount of \$1,220,826 to assist the NHDES Drinking Water and Groundwater Bureau by offering consulting services to community public water systems related to developing a lead service line inventory and replacement plan, through January 1, 2025, which was approved by Governor and Council on April 12, 2023, as Item #98.

NOW THEREFORE, amend the original contract between NHDES and Arcadis, U.S., Inc. as approved by Governor and Council on April 12, 2023, as Item #98 in the following manner:

1. The Completion Date as set forth in sub-paragraph 1.7 shall be changed from January 1, 2025 to June 30, 2026.
2. The Price Limitation as set forth in sub-paragraph 1.8 shall be changed from \$1,220,826 to \$2,175,896.
3. Delete Exhibit B and C and replace with Exhibit B–Amendment 1, and Exhibit C–Amendment 1. Exhibit B–Amendment 1 and Exhibit C–Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.
4. Delete Attachment C and replace with Attachment C–Amendment 1. Attachment C–Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference

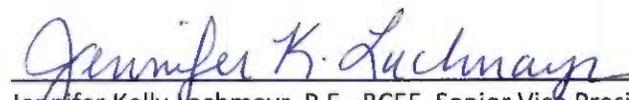
All other conditions outlined in the contract shall remain in effect.



Robert R. Scott, Commissioner
Department of Environmental Services

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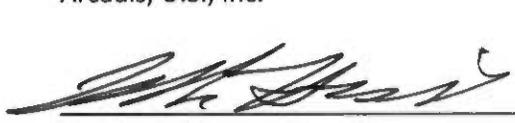
Date



Jennifer Kelly Lachmayr, P.E., BCEE, Senior Vice President
Arcadis, U.S., Inc.

Oct. 28 2024

Date



Assistant Attorney General
Department of Environmental Services
AS to form, substance and execution

12/2/2024

Date

EXHIBIT B-Amendment 1
SCOPE OF SERVICES

Public water systems must comply with the new Lead and Copper Rule Revisions (LCRR), announced by the EPA on December 16, 2021. Once the inventory and plans are developed, they will be submitted to NHDES. The format of the information must follow a standard LSLI template to be provided by NHDES so it can easily be incorporated into the State's web based LSLI tool.

Arcadis U.S., Inc. (Arcadis) is one of four engineering firms selected to assist communities with developing the LSLI and, if lead service lines are found, developing a lead service line replacement plan and lead and copper sampling plan. Arcadis will be involved with a total of 220 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that Arcadis will be providing services to).

The contractor shall perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the work described in this Agreement.

Arcadis has divided the work into five tasks: (1) Program Management, (2) Inventory Preparation and Training, (3) Technical Assistance for Small and Medium Public Water Systems (4) Lead and Copper Sampling Plan Services, and (5) Lead Service Line Replacement Plan Development.

Task 1 – Program Management.

Arcadis will:

- Conduct a hybrid (part in-person, part virtual) kickoff meeting with NHDES Drinking Water and Groundwater Bureau (DWGB) to introduce the project team; review the project scope, goals and schedule; and discuss the results of internal efforts to identify, organize, and document small and medium water system needs (refer to survey under Task 2).
- Hold monthly virtual progress meetings with DWGB and any other key stakeholders to discuss program status, concerns and draft deliverables.
- Prepare monthly invoices and progress reports that document program status, schedule updates, etc.
- Develop and regularly update a Program Dashboard using Microsoft PowerBI to track key program metrics and status (e.g., number of systems contacted, status of inventory development, etc.) and review key metrics with the Program Team during monthly progress meetings.

Meetings:

- Project Kickoff Workshop (hybrid meeting).

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Date 10/28/24

- Monthly progress meetings (virtual) 15 assumed, with up to 5 in person meetings. It is assumed the stakeholder meetings can be included in these as well.
- Program Dashboard Review Meetings (virtual) to be conducted during monthly progress meetings.

Deliverables:

- Workshop agenda, slides and meeting minutes.
- Monthly invoices and progress reports (40 assumed).
- SLI small & medium systems program dashboard.
- Meeting agenda and relevant reference materials, as needed

Assumptions:

- 5 meetings under this task may be in person and the remaining meetings will be conducted virtually via MS Teams.
- Arcadis will provide up to 10 NHDES stakeholders with access to the real-time program dashboards.

Task 2: Inventory Preparation and Training.

Under this task, Arcadis will:

- Review and provide comment on NHDES' proposed service line inventory template.
- Participate in up to two (2) virtual meetings to discuss the draft template and clarifying questions.
- Gather publicly available data sources (e.g., home build year, parcel ID, address) for use in developing inventories.
- Develop an electronic Program Guidelines / sign up form for participating CWSs (approximately one-page in length). This will include:
 - Program overview.
 - Application deadlines.
 - Initial request for information.
 - Responsiveness.
 - Party responsibilities.
 - Anticipated timelines.
- Gather links to existing content developed by USEPA or other key organizations (e.g., Association of State Drinking Water Administrators (ASDWA), American Water Works Association (AWWA), Lead Service Line Replacement Collaborative), NHDES, etc.) to be posted on the Program website.
- Develop training materials for public water systems (PWSs); these will include:
 - Up to one (1) hour of content in Microsoft PowerPoint for in-person or virtual training. Proposed content (either in 30-minute or 60-minute blocks) may include:

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- Evaluating data sources and saving data.
- Cleaning data.
- Comparing data sources.
- Filling out the inventory template.
- Methods for inspecting service line materials / improving service line inventory.
- Developing a validation plan.
- One (1) infographic summarizing best practices for conducting simple, visual inspections of service line materials (e.g., color, scratch tests, magnet tests, lead swabs).
- One (1) example template with tips for recording field data to improve inventory accuracy.

Meetings and Workshops:

- Two (2) meetings to review draft service line inventory template (virtual)
- Three (3) virtual training sessions, up to 1 hr each. Virtual training sessions will be recorded.

Deliverables:

- Program description /sign up form for participating PWSs (to be used in Tasks 4 and 5).
- Training materials, including PPT files, PDF files, infographics, and recorded sessions.

Assumptions:

- The NHDES SLI template and corresponding instructions for the PWS will be developed by the consultant selected to develop the statewide SLI portal. Once finalized, this template will not be modified by NHDES or another party prior to October 16, 2024.
- NHDES will provide contact information for all PWSs assigned to Arcadis.
- All meetings under this task will be conducted virtually.
- Does not include printing of any training materials.
- NHDES will:
 - Provide review and comment on educational materials developed by Arcadis.
 - Marketing the program to PWSs.
 - Provide available records and information as available for PWSs.

Task 3: Technical Assistance for Small and Medium Public Water Systems.

Under this task, Arcadis will complete the following:

Step (1) – Detailed Questionnaire, Initial Inventory Review and Categorization.

Each PWS will complete a spreadsheet questionnaire regarding the status of their system, inventory, and existing service line records to establish a documented understanding of all available data sources. This questionnaire will confirm the facility contact and physical address where records are located to facilitate on-site meetings as needed. If a PWS fails to respond within ten (10) days, an automated reminder will be sent until the questionnaire is completed.

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The questionnaire will gather PWS information on available records, including:

- Location identifier (e.g. building address, building name).
- Current inventory status.
- System construction dates.
- Service line information through drawings, field inspections, tap cards or other appropriate sources.
- Plumbing ordinances and/or tariffs.

Arcadis will review the PWS responses to categorize the PWS in buckets according to the criteria in the table below. Categories could be refined based on alternate or additional criteria that may include disadvantaged status, system size, and format of available records (digital vs paper). The bucket categories will indicate the level of effort needed to support the system as well as prioritization of outreach and follow-up.

| Bucket | Description |
|--------|---|
| 1 | System does not have lead service lines (LSLs) with supporting documentation for the absence of LSLs |
| 2 | System does not have any verified LSLs and there is no indication that LSLs are present. However, the system does not have enough data available to demonstrate the absence of LSLs or there are galvanized requiring replacement (GRRs) present. |
| 3 | System does not have any verified LSLs; however, there is a significant amount of unknowns or with GRR present. |
| 4 | The system has known verified LSLs. |

Step (2) – Assist PWSs in Producing Draft SLI with Available Information.

Using the data collected as part of the previous step, a service line inventory (SLI) will be produced using the final NHDES SLI template according to all applicable USEPA and NHDES regulations, guidance, and recommendations. It is expected that Arcadis will complete the SLI with as-needed assistance from the PWS. This may include:

- Review of available records (virtually or in person) to determine the service line material and source, especially where conflicting records exist.
- Advice on best practices and methods for digitizing paper records, such as tap cards, needed to complete the SLI.
- Advise on inspection techniques and interpretation of results.
- Clarify technical questions.
- Digitize paper or scanned records.
- Gather publicly available records/data.

Step (3) – Quality Review of Draft SLI.

Contractor Initials AKL
 Date 10/28/21

Arcadis will meet with the PWS to review the draft SLI, including locations with unknown service line material. This review includes all components of the SLI template, which are anticipated to include inventory methods, inventory summary, detailed inventory, and any NHDES-required elements. Best practices for maintaining the SLI will be shared with the PWS.

Step (4) – Advise PWS on Strategies to Reduce Unknowns (if Needed) and Develop Verification Plan.
If a PWS has a significant number of unknown service lines remaining (>75%), Arcadis will advise the PWS to determine whether field investigations to verify the material of unknown SLs are recommended. If so, Arcadis will work with the PWS to identify the best available method(s) and document these recommendations in a NHDES-compliant verification plan.

Meetings:

- Meetings with individual PWSs based on buckets as follows:
 - Buckets 1 and 2 – up to two (2) virtual calls.
 - Bucket 3 – up to three (3) virtual calls.
 - Bucket 4 – up to two (2) onsite visits and one (1) virtual call.
- Weekly virtual “office hours” – one (1) hour per week.
- Phone meetings with individual PWSs to update inventory.

Deliverables:

- Arcadis shall provide NHDES with sample data of a minimum of three (3) water systems as a pilot project. To the extent possible, initial suggestions to the sampling plan will be provided as well as suggested LSLR plan, if needed. The purpose of the pilot LSLI systems will be to establish the most effective and efficient means and methods of completing the inventories.
- Initial PWS needs survey (electronic form) and results (in Excel format).
- For each participating system:
 - Summary of information needed to complete the inventory.
 - Completed SLI for submittal to NHDES (uploaded to new NHDES website).
 - Updated SLI for submittal to the PWS for their submittal to NHDES
 - Field verification plan and results (if applicable)

Assumptions:

- Prioritization of participants for the initial inventory will be reviewed with NHDES during the monthly progress calls under Task 1.
- Includes 1 hour per week of virtual “office hours” to perform targeted outreach (emails, phone calls) to recruit participants and answer questions from participating or interested systems. This works out to 40 hours for this item.
- Currently we have assumed that up to 25 percent of systems (Or 55 systems) may require in person meeting. We have included up to 28 nights at hotels assuming we can group two system site visits per day. We have assumed up to 5000 miles to reach the 55 sites.

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- At a minimum, PWSs will be responsible for:
 - Gathering and providing records.
 - Reviewing the final SLI.
 - Submitting the initial inventory to NHDES on or before October 16, 2024.
 - Submitting the updated inventory to NHDES on or before October 16, 2025. Arcadis will provide the updated inventory to the PWS by September 1, 2025 to accommodate this submittal deadline.
- Person hours Level of Effort for initial inventories (excluding QC review) is based on the following distribution and level of effort for each bucket:

| No. of SLs | Bucket 1 (6 hrs per system) | Bucket 2 (10 hrs per system) | Bucket 3 (16 hrs per system) | Bucket 4 (30 hrs per system) | Total |
|------------|--------------------------------|---------------------------------|---------------------------------|---------------------------------|-------|
| 1 - 500 | 40 | 79 | 59 | 20 | 198 |
| 60 - 1300 | 4 | 9 | 7 | 2 | 22 |
| TOTAL | 44 | 88 | 66 | 22 | 220 |

- The level of effort for updating the inventories is on a time and materials basis not to exceed the value identified in the budget.
- NHDES will:
 - Provide an updated list of PWS contact information, based on latest available information for Arcadis assigned systems.
 - Provide a draft list of prioritized water systems which will be finalized during the monthly progress meetings described above.

Task 4: Lead and Copper Sampling Plan Services.

The LCRR designates new lead and copper compliance sampling tiers as displayed below. Arcadis will work with water systems to update their compliance sampling plans to align with the new tier definitions and the initial service line inventory.

| Tier | Definition |
|------|---|
| 1 | Single-family structures (SFSs) served by lead service lines (LSLs)* |
| 2 | Multi-family structures (SFSs) served by LSLs* |
| 3 | SFSs with galvanized lines currently or previously downstream of an LSL or known to be downstream of a lead gooseneck, pigtail or connector |
| 4 | SFSs with copper pipes with lead solder installed before the effective date of the State’s lead ban |
| 5 | Representative sample throughout the system |

*If 20% of customers live in Tier 2, Tier 2 sites can also be used.

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This task will begin with an information request for the existing sample site plan and any additional information around premise plumbing materials in homes. Arcadis will review the information and recommend the total number of sampling sites to include in the plan based on system size. Arcadis will recommend 150% of the required sites to be selected so there is a list of backup sites for those who do not respond to sampling requests. Using the data collected to populate the service line inventory, Arcadis will identify Tier 1 - 3 locations. However, if there not enough Tier 1 - 3 sites to populate 150% sampling locations, additional premise plumbing investigations may be needed to identify Tier 4 homes.

Meetings:

- As-needed follow-up meetings (virtual). The budget assumes 1 hour for PWS in buckets 2 & 3 (or 154 systems).

Deliverables:

- Lead and Copper Sampling Plans for each system.

Task 5 LSLR Plan Development.

The new LCRI requires systems with lead, galvanized requiring replacement (GRR) or unknown service lines to develop a LSLR plan by October 16, 2027. Following the completion of the service line inventory in the original contract, Arcadis will work with each applicable PWS with lead, GRR or unknown service lines to develop a LSLR plan. As part of this task, Arcadis will conduct up to two phone meetings with each applicable PWS to confirm existing practices around LCRR/LCRI and advise the PWS in the selection of the options to develop an LSLR program. An LSLR plan template will be provided by NHDES and shall be used across all systems. Each plan will include the following components:

- Strategies to improve homeowner participation to achieve full LSLRs.
- Procedures to conduct full LSLRs.
- Strategies for informing customers before a full or partial LSLR.
- Calculations for determining service line replacements required per year.
- Procedure for customers to flush service lines and premise plumbing of particulate lead.
- Procedure for pitcher filter distribution/maintenance.
- Procedure for tap sampling post replacement.
- LSLR Prioritization Strategy.
- Identify potential funding sources for customers unable to afford replacement.
- Procedure to confirm service lines of unknown material.

Meetings:

- Two (2) 1.5-hour Virtual Workshops for PWSs to discuss strategies and plan.

Deliverables:

- Creation of a LSLR plan for 145 systems.

Contractor Initials AKL
Date 10/28/24

Task 6: Field Investigation Coordination and Funding Assistance.

Field Investigation Coordination

- Arcadis will work with NHDES to review the service line material composition results from field investigations completed by other consultants for the systems that Arcadis is responsible for, to incorporate updates into the Lead Service Line Inventories for submittal to NHDES.
- Arcadis will coordinate with the consultant hired to complete the field investigations related to data transfer and format of service line information for one or both sides of the curb stop in accordance with EPA's Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI).
- Arcadis shall update the service line inventories as a part of this contract with information from this task to be submitted to the PWS for submittal to NHDES.

Facilitate Funding Application Process to Eligible PWSs

The Drinking Water State Revolving Loan Fund (DWSRF) Lead Service Line Replacement (LSLR) program offers funding to eligible applicants for service line identification activities and replacement of lead or GRR service lines. Other project examples include the removal of lead goosenecks, pigtails, and connectors, and replacement with acceptable material, replacement of curb stops and curb stop boxes that are removed as a part of full LSLR, site restoration if the removal was necessary to replace a LSL, and development / updating of LSLI including locating and mapping LSLs.

For this task, Arcadis will advise and assist eligible PWSs with the funding application process by providing them with the required application and advising on information required as a part of the submittal to NHDES.

If additional funding opportunities become available, NHDES will inform Arcadis who can coordinate with interested PWSs on the application process.

Meetings:

- Phone meetings with individual PWSs to coordinate for funding application.

Deliverables:

- Service line inventory updates.
- Grant funding advisory materials for PWSs.
- Advise PWS on strategies for completing SLI investigations.

Task 7: Outreach Materials.

- Assist NHDES with preparation of materials for outreach related to inventory investigation work of Task 3. It is possible that materials may include informational pieces for work related to test pits.

NHDES will:

- Provide review and comment on educational materials developed by Arcadis

Contractor Initials AKZ
Date 10/28/24

- Coordinate the publication and distribution of materials via their media channels (for example, website and e-mail)
- Market the program to PWSs
- Provide available records and information as available for PWS

EXHIBIT C-Amendment 1
BUDGET

Revised Budget

| Task | Original Amount | Payment Amount for Additional Scope of Services | Revised Total Budget |
|--|------------------------|--|-----------------------------|
| Task #1 Project Management | \$153,888 | \$113,024 | \$266,912 |
| Task #2 Outreach Materials | \$71,512 | \$0 | \$71,512 |
| Task #3 Technical Assistance for Small and Medium PWSs | \$779,048 | \$414,570 | \$1,193,618 |
| Task #4 Lead and Copper Sampling Plan Services, Field Investigation Coordination, and Funding Assistance | \$206,834 | \$0 | \$206,834 |
| Task #5 LSLR Plan Development | \$9,544 | \$320,260 | \$329,804 |
| Task #6 Field Investigation Coordination and Funding Assistance | \$0 | \$85,216 | \$85,216 |
| Task #7 Outreach Materials | \$0 | \$22,000 | \$22,000 |
| Total amount (not to exceed) | \$1,220,826 | \$955,070 | 2,175,896 |

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. Arcadis will submit invoices in accordance with their hourly billing rates (see Attachment C for Arcadis' rates and budget). The budget for this project is not to exceed \$2,175,896. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

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

Contractor Initials gkd
Date Nov 15 2024

Changes to the Scope of Services require NHDES approval in advance. All work must be completed by the completion date listed on the agreement (Section 1.7).

The billing address shall be as follows:

Attn: Stephanie Frechette
New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials JKL
Date Nov 15 2024

**Attachment C – Amendment 1
 Arcadis Rate Table
 Hourly Billing Rates**

Arcadis U.S., Inc. Standard Rates Table

| Category | Standard Rates 2022-2024 | Standard Rates Effective 2025 |
|---|-----------------------------|----------------------------------|
| GEC GIS / Data Technician Grade 5 | \$25.00 | \$28.00 |
| GEC GIS / Data Technician Grade 6 | \$30.00 | \$33.00 |
| GEC GIS / Data Technician Grade 7 | \$50.00 | \$55.00 |
| GEC Grade 8 / GEC GIS/Data Technician Grade 8 | \$79.00 | \$87.00 |
| Document Tech | \$100.00 | \$110.00 |
| BIM Modeler I / Field Technician III and IV | \$110.00 | \$121.00 |
| Technician/Project Assistant I | \$117.00 | \$129.00 |
| BIM Modeler II / Field Technician V | \$120.00 | \$132.00 |
| Technician/EIT/ Project Assistant II | \$127.00 | \$140.00 |
| GEC Director / Engineer / Scientist | \$134.00 | \$147.00 |
| Staff Engineer / Scientist / Architect | \$155.00 | \$171.00 |
| Project Assistant | \$155.00 | \$175.00 |
| BIM Designer / Field Supervisor | \$160.00 | \$176.00 |
| Project Engineer / Scientist / Architect | \$175.00 | \$193.00 |
| Senior Engineer / Scientist / Architect I | \$185.00 | \$204.00 |
| Senior Engineer / Scientist / Architect II | \$220.00 | \$242.00 |
| Principal Engineer / Scientist / Architect I | \$269.00 | \$296.00 |
| Principal Engineer / Scientist / Architect II | \$286.00 | \$315.00 |
| Engineer / Scientist Director | \$322.00 | \$354.00 |

*** Category rates are the maximum and actual rates may be less.**

Rates may be adjusted on an annual basis in accordance with the CPI-U index +1%. Adjustments would take place in April annually.

Contractor Initials AKZ

Date 10/28/24

**Attachment C – Amendment 1
Arcadis Person-Hours Budget
Public Water System Lead Service Line Inventory**

| Task | Description | Engineer/Scientist Director | Principal Engineer/Scientist /Architect I | Staff Engineer/Scientist /Architect | Project Engineer/Scientist /Architect | Senior Engineer/Scientist /Architect | Engineer/Scientist /Architect | GEC Grade 8 | GEC Grade 6 | Technician/Project Assistant IV | Total Person-Hours | Project Costs | | |
|--------------------------------------|---|-----------------------------|---|-------------------------------------|---------------------------------------|--------------------------------------|-------------------------------|-------------|-------------|---------------------------------|--------------------|-----------------------|--------------------|-----------------------|
| | | | | | | | | | | | | Total Labor Costs | Other Direct Costs | Total Costs |
| 1 | Project Management | 108 | 84 | 204 | 28 | 206 | - | 24 | 24 | 80 | 758 | \$139,739.00 | \$14,149.00 | \$153,888.00 |
| 2 | Inventory Preparation and Training | 33 | 40 | 246 | 18 | 60 | - | 36 | 36 | - | 469 | \$71,512.00 | \$0.00 | \$71,512.00 |
| 3 | Technical Assistance for PWS | 148 | 231 | 2204 | 1819 | 420 | - | 120 | 128 | - | 5070 | \$778,924.00 | \$124.00 | \$779,048.00 |
| 4 | Lead and Copper Sampling Plans | 35 | 42 | 506 | 420 | 262 | - | - | - | - | 1265 | \$203,834.00 | \$3,000.00 | \$206,834.00 |
| 5 | LSLR Plan Development | 12 | 8 | - | 10 | 12 | - | - | - | - | 42 | \$9,544.00 | \$0.00 | \$9,544.00 |
| Original Contract Labor Hours | | 336 | 405 | 3160 | 2295 | 960 | - | 180 | 188 | 80 | 7604 | \$1,203,553.00 | \$17,273.00 | \$1,220,826.00 |
| Additional Hours | | | | | | | | | | | | | | |
| 1 | Project Management | 92 | - | 52 | 32 | 208 | 104 | - | - | 80 | 568 | \$113,024.00 | \$0.00 | \$113,024.00 |
| 2 | Inventory Preparation and Training | - | - | - | - | - | - | - | - | - | 0 | - | - | \$0.00 |
| 3 | Technical Assistance for PWS | 72 | - | 540 | 330 | 532 | 1100 | - | - | - | 2574 | \$412,820.00 | \$1,750.00 | \$414,570.00 |
| 4 | Lead and Copper Sampling Plans | - | - | - | 0 | - | - | - | - | - | 0 | - | - | \$0.00 |
| 5 | LSLR Plan Development | 40 | - | 820 | 208 | 220 | 820 | - | - | - | 2108 | \$320,260.00 | - | \$320,260.00 |
| 6 | Field Investigation Coordination and Funding Assistance | 30 | - | 124 | 68 | 152 | 116 | - | - | - | 490 | \$85,216.00 | - | \$85,216.00 |
| 7 | Outreach Materials | 16 | - | 60 | - | - | 60 | - | - | - | 136 | \$22,000.00 | - | \$22,000.00 |
| Additional Labor Hours | | 250 | - | 1596 | 638 | 1112 | 2200 | - | - | 80 | 5876 | \$953,320.00 | \$1,750.00 | \$955,070.00 |

Contractor Initials QNH
Date 10/28/24

SECRETARY CERTIFICATE

I, Kimberly Lasnicki, Assistant Secretary of Arcadis U.S., Inc. (the "Corporation"), a corporation organized under the laws of the State of Delaware, certify that the following is a full and correct copy of a resolution adopted by written consent of the Board of Directors of said Corporation, dated February 24, 2022:

"RESOLVED, the President and each Business Area Director are authorized and empowered, in accordance with the Bylaws and other operating policies and procedures of the Corporation, to enter into proposals for fees and other contracts and obligations in the name and on behalf of the Corporation, upon such terms and conditions as may be agreed upon between the other party or parties and the Corporation, as evidenced by the approval of the President or Business Area Director. The President and Business Area Directors also are empowered to delegate such authority to other employees of the Corporation in such amounts and on such other terms as they shall determine from time to time in accordance with the Bylaws and other operating policies and procedures of the Corporation."

AND I DO FURTHER CERTIFY that pursuant to the above resolution that contracts, amendments, and required documentation for New Hampshire Department of Environmental Services (NHDES) Drinking Water and Groundwater Bureau (DWGB) Lead Service Line Inventory, Sampling Plan and Replacement Plan Program Amendment 1 may be signed by Jennifer Kelly Lachmayr in her capacity as signatory of the Corporation.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have signed this Certificate this 2nd day of December 2024.



(SEAL)

Kimberly Lasnicki

Name: Kimberly Lasnicki
Title: Assistant Secretary
Arcadis U.S., Inc.

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 ARCADIS U.S., INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 24, 1999. 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: 310516

Certificate Number: 0006782599



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of September A.D. 2024.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/24/2024

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

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

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA | CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): 800-363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Twin City Fire Insurance Company | | 29459 |
| | INSURER B: Hartford Casualty Insurance Co | | 29424 |
| | INSURER C: Endurance American Insurance Company | | 10641 |
| | INSURER D: Hartford Accident & Indemnity Company | | 22357 |
| | INSURER E: INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 570109122582 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.

| INSR LTR | TYPE OF INSURANCE | ADDED | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | Limits shown are as requested | |
|----------|---|-------|------|--|-------------------------|-------------------------|--|-------------|
| | | | | | | | WVD | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 20ECSOLS318 SIR applies per policy terms & conditions | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMPROP AGG | \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 20XHUOLS322 Umbrella | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | AGGREGATE | \$1,000,000 |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | 20WNOL5323 AOS | 10/01/2024 | 10/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| A | | N | N/A | 20WBROL5321 MA, WI | 10/01/2024 | 10/01/2025 | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NHDES PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan.

| | |
|--|---|
| CERTIFICATE HOLDER New Hampshire Department of Environmental Services Attn: Robert R. Scott, Commissioner 29 Hazen Drive Concord NH 03301 USA | 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 <i>Aon Risk Services South Inc</i> |

Holder Identifier : 570109122582 Certificate No : 570109122582



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 14, 2023

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

APPROVED G & C

DATE 12 April 2023

ITEM # 98

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Arcadis U.S., Inc. (VC # 229677 R001), Chicago, IL, in the amount of \$1,220,826 in order to conduct a lead service line inventory, replacement and sampling plan project for New Hampshire public drinking water systems, effective upon approval by Governor and Council through January 1, 2025. 100% Federal Funds.

Funding is available in the account as follows.

FY 2023

03-44-44-441018-5564-102-500731

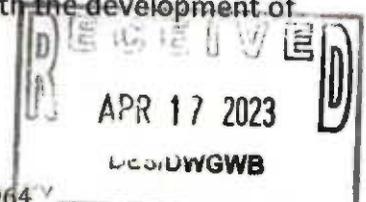
\$1,220,826

Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services

EXPLANATION

The purpose of this project is to utilize consulting services to assist New Hampshire public water systems develop a lead service line inventory (LSLI), replacement plan and sampling plan. This effort is in response to the Environmental Protection Agency published regulatory revisions to the National Primary Drinking Water Regulation (NPDWR) for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

NHDES posted in September of 2022 a Request for Proposals for consulting firms to place competitive bids for completing the LSLI, replacement plan, and sampling plan consulting services to all New Hampshire community water systems, and non-transient non-community water systems. Thirteen proposals were received. A four-person review team consisting of experienced NHDES personnel scored the proposals in terms of the proposal quality, cost, qualifications, experience, adequacy of approach and overall project understanding. The NHDES review team selected Underwood Engineers, Inc., Northeast GIS, LLC, Arcadis U.S., Inc., and Hazen and Sawyer, P.C. consulting firms as having the top-ranked proposals based on the previously mentioned criteria (see Attachment A for a list of proposal scores and rankings). The consulting services from each firm will include a pilot study at three public water systems to establish the most effective and efficient means and methods of completing the inventories, along with the development of



www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

a LSLI, replacement plan, and sampling plan, which may include digitizing of historic records, and conducting building inspections, test pits/potholing, and water quality testing.

Arcadis U.S., Inc (Arcadis) was selected to work with 220 New Hampshire public water systems (see Attachment B) to identify lead service lines and to construct a searchable database that will allow public water systems to develop a replacement plan and sampling plan. Arcadis divided the work into five tasks: program management, inventory preparation and training, technical assistance for small- and medium-sized public water systems, lead and copper sampling plan services, and lead service line replacement plan development.

In the event that Federal funds are no longer available, general funds will not be requested to perform this work. This contract agreement has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

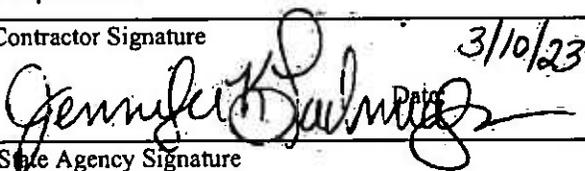
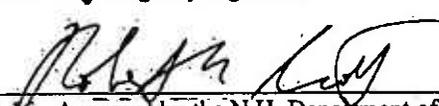
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|-------------------------------------|
| 1.1 State Agency Name Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095 | |
| 1.3 Contractor Name Arcadis U.S., Inc. | | 1.4 Contractor Address 62638 Collections Center Drive Chicago, IL 60693 | |
| 1.5 Contractor Phone Number 781-213-4923 | 1.6 Account Unit and Class 03-44-44-441018-5564-102 | 1.7 Completion Date 01/01/2025 | 1.8 Price Limitation \$1,220,826 |
| 1.9 Contracting Officer for State Agency Stephanie Nistico | | 1.10 State Agency Telephone Number 603-271-0867 | |
| 1.11 Contractor Signature  Date: 3/10/23 | | 1.12 Name and Title of Contractor Signatory Jennifer Kelly Lachmayr, P.E., BCEE Senior Vice President | |
| 1.13 State Agency Signature  Date: 3/27/23 | | 1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner Department of Environmental Services | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  | | On: 3/28/2023 | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: | | G&C Meeting Date: | |

Contractor Initials 
 Date 3/10/23

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, 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.

3.3 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. 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 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; 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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

Federal Funds paid under this Agreement are from a Grant to the State from United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and Arcadis U.S., Inc. (Arcadis).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

Contractor Initials

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- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

Other Special Provisions

- **Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity**
Section 6.4 of the Agreement shall be amended to read as follows: "The Contractor agrees to permit the State or United States access to any of the Contractor's book and records necessary for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement."

Changes to the Scope of Services or reallocation of funding requires NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the contract agreement (section 1.7).

Exhibit B Scope of Services

Public water systems must comply with the new Lead and Copper Rule Revisions (LCRR), announced by the EPA on December 16, 2021. Once the inventory and plans are developed, they will be submitted to NHDES. The format of the information must follow a standard LSLI template to be provided by NHDES so it can easily be incorporated into the State's web based LSLI tool.

Arcadis U.S., Inc. (Arcadis) is one of four engineering firms selected to assist communities with developing the LSLI and, if lead service lines are found, developing a lead service line replacement plan and lead and copper sampling plan. Arcadis will be involved with a total of 220 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that Arcadis will be providing services to).

The contractor shall perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the work described in this Agreement.

Arcadis has divided the work into five tasks: (1) Program Management, (2) Inventory Preparation and Training, (3) Technical Assistance for Small and Medium Public Water Systems (4) Lead and Copper Sampling Plan Services, and (5) Lead Service Line Replacement Plan Development.

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Task 1 – Program Management.

Arcadis will:

- Conduct a hybrid (part in-person, part virtual) kickoff meeting with NHDES Drinking Water and Groundwater Bureau (DWGB) to introduce the project team; review the project scope, goals and schedule; and discuss the results of internal efforts to identify, organize, and document small and medium water system needs (refer to survey under Task 2).
- Hold monthly virtual progress meetings with DWGB and any other key stakeholders to discuss program status, concerns and draft deliverables.
- Prepare monthly invoices and progress reports that document program status, schedule updates, etc.
- Develop and regularly update a Program Dashboard using Microsoft PowerBI to track key program metrics and status (e.g., number of systems contacted, status of inventory development, etc.) and review key metrics with the Program Team during monthly progress meetings.

Meetings:

- Project Kickoff Workshop (hybrid meeting).
- Monthly progress meetings (virtual) 15 assumed, with up to 5 in person meetings. It is assumed the stakeholder meetings can be included in these as well.
- Program Dashboard Review Meetings (virtual) to be conducted during monthly progress meetings.

Deliverables:

- Workshop agenda, slides and meeting minutes.
- Monthly invoices and progress reports (20 assumed).
- SLI small & medium systems program dashboard.

Assumptions:

- 5 meetings under this task will be in person and the remaining 15 meetings will be conducted virtually via MS Teams.
- Arcadis will provide up to 10 NHDES stakeholders with access to the real-time program dashboards.

Task 2: Inventory Preparation and Training.

Under this task, Arcadis will:

- Review and provide comment on NHDES' proposed service line inventory template.
- Participate in up to two (2) virtual meetings to discuss the draft template and clarifying questions.
- Gather publicly available data sources (e.g., home build year, parcel ID, address) for use in developing inventories.

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- Develop an electronic Program Guidelines / sign up form for participating CWSs (approximately one-page in length). This will include:
 - Program overview.
 - Application deadlines.
 - Initial request for information.
 - Responsiveness.
 - Party responsibilities.
 - Anticipated timelines.

- Gather links to existing content developed by USEPA or other key organizations (e.g., Association of State Drinking Water Administrators (ASDWA), American Water Works Association (AWWA), Lead Service Line Replacement Collaborative), NHDES, etc.) to be posted on the Program website.

- Develop training materials for public water systems (PWSs); these will include:
 - Up to one (1) hour of content in Microsoft PowerPoint for in-person or virtual training. Proposed content (either in 30-minute or 60-minute blocks) may include:
 - Evaluating data sources and saving data.
 - Cleaning data.
 - Comparing data sources.
 - Filling out the inventory template.
 - Methods for inspecting service line materials / improving service line inventory.
 - Developing a validation plan.
 - One (1) infographic summarizing best practices for conducting simple, visual inspections of service line materials (e.g., color, scratch tests, magnet tests, lead swabs).
 - One (1) example template with tips for recording field data to improve inventory accuracy.

Meetings and Workshops:

- Two (2) meetings to review draft service line inventory template (virtual)
- Three (3) virtual training sessions, up to 1 hr each. Virtual training sessions will be recorded.

Deliverables:

- Program description /sign up form for participating PWSs (to be used in Tasks 4 and 5).
- Training materials, including PPT files, PDF files, infographics, and recorded sessions.

Assumptions:

- The NHDES SLI template and corresponding instructions for the PWS will be developed by the consultant selected to develop the statewide SLI portal. Once finalized, this template will not be modified by NHDES or another party prior to October 16, 2024.
- NHDES will provide contact information for all PWSs assigned to Arcadis.

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- All meetings under this task will be conducted virtually.
- Does not include printing of any training materials.
- NHDES will:
 - Provide review and comment on educational materials developed by Arcadis.
 - Marketing the program to PWSs.
 - Provide available records and information as available for PWSs.

Task 3: Technical Assistance for Small and Medium Public Water Systems.
Under this task, Arcadis will complete the following:

Step (1) – Detailed Questionnaire, Initial Inventory Review and Categorization.

Each PWS will complete a spreadsheet questionnaire regarding the status of their system, inventory, and existing service line records to establish a documented understanding of all available data sources. This questionnaire will confirm the facility contact and physical address where records are located to facilitate on-site meetings as needed. If a PWS fails to respond within ten (10) days, an automated reminder will be sent until the questionnaire is completed.

The questionnaire will gather PWS information on available records, including:

- Location Identifier (e.g. building address, building name).
- Current inventory status.
- System construction dates.
- Service line information through drawings, field inspections, tap cards or other appropriate sources.
- Plumbing ordinances and/or tariffs.

Arcadis will review the PWS responses to categorize the PWS in buckets according to the criteria in the table below. Categories could be refined based on alternate or additional criteria that may include disadvantaged status, system size, and format of available records (digital vs paper). The bucket categories will indicate the level of effort needed to support the system as well as prioritization of outreach and follow-up.

| Bucket | Description |
|--------|---|
| 1 | System does not have lead service lines (LSLs) with supporting documentation for the absence of LSLs |
| 2 | System does not have any verified LSLs and there is no indication that LSLs are present. However, the system does not have enough data available to demonstrate the absence of LSLs or there are galvanized requiring replacement (GRRs) present. |
| 3 | System does not have any verified LSLs; however, there is a significant amount of unknowns or with GRR present. |
| 4 | The system has known verified LSLs. |

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Step (2) – Assist PWSs in Producing Draft SLI with Available Information.

Using the data collected as part of the previous step, a service line inventory (SLI) will be produced using the final NHDES SLI template according to all applicable USEPA and NHDES regulations, guidance, and recommendations. It is expected that Arcadis will complete the SLI with as-needed assistance from the PWS. This may include:

- Review of available records (virtually or in person) to determine the service line material and source, especially where conflicting records exist.
- Advice on best practices and methods for digitizing paper records, such as tap cards, needed to complete the SLI.
- Advise on inspection techniques and interpretation of results.
- Clarify technical questions.
- Digitize paper or scanned records.
- Gather publicly available records/data.

Step (3) – Quality Review of Draft SLI.

Arcadis will meet with the PWS to review the draft SLI, including locations with unknown service line material. This review includes all components of the SLI template, which are anticipated to include inventory methods, inventory summary, detailed inventory, and any NHDES-required elements. Best practices for maintaining the SLI will be shared with the PWS.

Step (4) – Advise PWS on Strategies to Reduce Unknowns (If Needed) and Develop Verification Plan.

If a PWS has a significant number of unknown service lines remaining (>75%), Arcadis will advise the PWS to determine whether field investigations to verify the material of unknown SLs are recommended. If so, Arcadis will work with the PWS to identify the best available method(s) and document these recommendations in a NHDES-compliant verification plan.

Meetings:

- Meetings with individual PWSs based on buckets as follows:
 - Buckets 1 and 2 – up to two (2) virtual calls.
 - Bucket 3 – up to three (3) virtual calls.
 - Bucket 4 – up to two (2) onsite visits and one (1) virtual call.
- Weekly virtual “office hours” – one (1) hour per week.

Deliverables:

- Arcadis shall provide NHDES with sample data of a minimum of three (3) water systems as a pilot project. To the extent possible, initial suggestions to the sampling plan will be provided as well as suggested LSLR plan, if needed. The purpose of the pilot LSLI systems will be to establish the most effective and efficient means and methods of completing the inventories.
- Initial PWS needs survey (electronic form) and results (in Excel format).

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- For each participating system:
 - Summary of information needed to complete the inventory.
 - Completed SLI for submittal to NHDES (uploaded to new NHDES website).

Assumptions:

- Prioritization of participants will be reviewed with NHDES during the monthly progress calls under Task 1.
- Includes 1 hour per week of virtual “office hours” to perform targeted outreach (emails, phone calls) to recruit participants and answer questions from participating or interested systems. This works out to 40 hours for this item.
- Currently we have assumed that up to 25 percent of systems (Or 55 systems) may require in person meeting. We have included up to 28 nights at hotels assuming we can group two system site visits per day. We have assumed up to 5000 miles to reach the 55 sites.
- At a minimum, PWSs will be responsible for:
 - Gathering and providing records.
 - Reviewing the final SLI.
 - Submitting the final inventory to NHDES on or before October 16, 2024.
- Person hours Level of Effort (excluding QC review) is based on the following distribution and level of effort for each bucket:

| No. of SLs | Bucket 1 (6 hrs per system) | Bucket 2 (10 hrs per system) | Bucket 3 (16 hrs per system) | Bucket 4 (30 hrs per system) | Total |
|--------------|--------------------------------|---------------------------------|---------------------------------|---------------------------------|------------|
| 1 - 500 | 40 | 79 | 59 | 20 | 198 |
| 60 - 1300 | 4 | 9 | 7 | 2 | 22 |
| TOTAL | 44 | 88 | 66 | 22 | 220 |

Task 4: Lead and Copper Sampling Plan Services.

The LCRR designates new lead and copper compliance sampling tiers as displayed below. Arcadis will work with water systems to update their compliance sampling plans to align with the new tier definitions, the final service line inventory and the NHDES LSL Portal logic.

| Tier | Definition |
|------|---|
| 1 | Single-family structures (SFSs) served by lead service lines (LSLs)* |
| 2 | Multi-family structures (SFSs) served by LSLs* |
| 3 | SFSs with galvanized lines currently or previously downstream of an LSL or known to be downstream of a lead gooseneck, pigtail or connector |
| 4 | SFSs with copper pipes with lead solder installed before the effective date of the State’s lead ban |
| 5 | Representative sample throughout the system |

*If 20% of customers live in Tier 2, Tier 2 sites can also be used.

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This task will begin with an information request for the existing sample site plan and any additional information around premise plumbing materials in homes. Arcadis will review the information and recommend the total number of sampling sites to include in the plan based on system size. Arcadis will recommend 150% of the required sites to be selected so there is a list of backup sites for those who do not respond to sampling requests. Using the data collected to populate the service line inventory, Arcadis will identify Tier 1 – 3 locations. However, if there not enough Tier 1 - 3 sites to populate 150% sampling locations, additional premise plumbing investigations may be needed to identify Tier 4 homes.

Meetings:

- As-needed follow-up meetings (virtual). The budget assumes 1 hour for PWS in buckets 2 & 3 (or 154 systems).

Deliverables:

- Lead and Copper Sampling Plans for each system.

Task 5: Lead Service Line Replacement Plan Development.

Work under this task will be developed under a task order amendment to this contract in consultation with DWGB. Effort included here is to have Arcadis meet with DWGB team and develop a task order. Listed below are some services that may be included under the future task order:

The new LCRR requires systems with lead, galvanized requiring replacement or unknown service lines to develop a LSLR plan by October 16, 2024. Following the completion of the service line inventory, Arcadis will work with each applicable PWS with lead, galvanized requiring replacements or unknown service lines to develop an LSLR plan. As part of this task, Arcadis will conduct up to two (2) workshops with each applicable PWS to confirm existing practices around LSLR and advise the PWS in the selection of the options to develop an LSLR program. An LSLR plan template will be created and reviewed with NHDES to be used across all systems. Each plan will include the following components:

- Strategies to improve homeowner participation to achieve full LSLRs.
- Procedures to conduct full LSLRs.
- Strategies for information customers before a full or partial LSLR.
- Recommended LSLR goal rate in the event of a lead trigger level (TL) exceedance.
- Procedure for customers to flush service lines and premise plumbing of particulate lead.
- Procedure for pitcher filter distribution/maintenance.
- Procedure for tap sampling post replacement.
- LSLR Prioritization Strategy.
- Identify potential funding sources for customers unable to afford replacement.
- Procedure to confirm service lines of unknown material.

Meetings:

Contractor Initials

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- One meeting will be held to discuss the scope of work needed under this task.

Deliverables:

- Scoping meeting & task order for work under this task.

Exhibit C
Method of Payment

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of Invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. Arcadis will submit invoices in accordance with their hourly billing rates (see Attachment C for Arcadis' rates and budget). The budget for this project is not to exceed \$1,220,826. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

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

Changes to the Scope of Services require NHDES approval in advance. All work must be completed and all invoices must be submitted to NHDES by the completion date listed on the agreement (Section 1.7).

The billing address shall be as follows:

Attn: Stephanie Nistico
New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials

Date

OKL
3/23/2023

SECRETARY CERTIFICATE

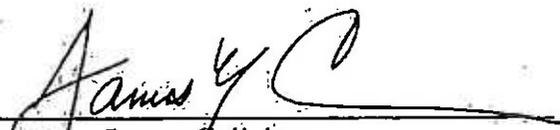
I, James Callahan, Assistant Secretary of Arcadis U.S., Inc. (the "Corporation"), a corporation organized under the laws of the State of Delaware, certify that the following is a full and correct excerpt of a resolution adopted by written consent of the Board of Directors of said Corporation, dated February 24, 2022:

"RESOLVED, the President and each Business Area Director are authorized and empowered, in accordance with the Bylaws and other operating policies and procedures of the Corporation, to enter into proposals for fees and other contracts and obligations in the name and on behalf of the Corporation, upon such terms and conditions as may be agreed upon between the other party or parties and the Corporation, as evidenced by the approval of the President or Business Area Director. The President and Business Area Directors also are empowered to delegate such authority to other employees of the Corporation in such amounts and on such other terms as they shall determine from time to time in accordance with the Bylaws and other operating policies and procedures of the Corporation."

AND I DO FURTHER CERTIFY that pursuant to the above resolution that contracts, amendments, and required documentation for the **New Hampshire Department of Environmental Services (NHDES) Drinking Water and Groundwater Bureau (DWGB) Lead Service Line Inventory, Sampling Plan and Replacement Plan Program** may be signed by **Jennifer Kelly Lachmayr** in her capacity as an authorized signatory of the Corporation.

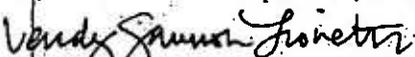
AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have signed this Certificate this 3rd of March, 2023.


Name: James Callahan
Title: Assistant Secretary
Arcadis U.S., Inc.

(SEAL)

The foregoing instrument was acknowledged before me this 3rd day of March, 2023 by James Callahan, Assistant Secretary of Arcadis U.S., Inc. a Delaware corporation, on behalf of the corporation.


Notary's official signature

[NOTARY SEAL]

WENDY GANNON LIONETTI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2023

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 ARCADIS U.S., INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 24, 1999. 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: 310516.

Certificate Number: 0006134100



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of March A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/08/2023

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 Aon Risk Services South, Inc. Franklin TN Office # 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA | CONTACT NAME: PHONE (A.C. No. Ex): (866) 283-7122 FAX (A.C. No.): 800-363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Hartford Fire Insurance Co. | | 19682 |
| | INSURER B: Hartford Accident & Indemnity Company | | 22357 |
| | INSURER C: Twin City Fire Insurance Company | | 29459 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 570098229687 **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.

| INSR LTR | TYPE OF INSURANCE | ADD. INSD | SUBR. 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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | 20ECSOL5318 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMPOP AGG | \$2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION | | | 20 UEN 0L5319 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | | | 20WNOL5323 AOS | 10/01/2022 | 10/01/2023 | E.L. EACH ACCIDENT | \$1,000,000 |
| C | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 20WBROL5321 MA, WI | 10/01/2022 | 10/01/2023 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Attn: Department of Environmental Services 29 Hazen Drive PO Box 95 Concord NH 03302-0095 USA | 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 <i>Aon Risk Services South, Inc.</i> |
|---|--|

Holder Identifier :

Certificate No : 570098229687



Attachment A
Request for Qualifications Scores and Rankings
Public Water Systems (PWS) Lead Service Line Contracts

The procurement process for this Agreement was conducted in accordance with RSA 21-I:22. In June 2022, NHDES posted on the Department of Administrative Services and the NHDES websites a Request For Qualifications (RFQ) PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan.

The following thirteen (13) firms responded to the RFQ:

- Arcadis U.S., Inc.
- Hazen & Sawyer, P.C.
- Underwood Engineers, Inc.
- Wright-Pierce
- Weston & Sampson
- MSK
- Tata & Howard
- Northeast GIS, LLC
- Edgewater Solutions
- Blue Conduit
- Trinnex
- TruePani
- 120Water

An internal NHDES selection committee reviewed and ranked the responses to the RFQ. The list of the committee can be found under Table A-1.

| Table A-1 | | | | |
|----------------------------|-------------------|---------------------------------------|--|----------------------------|
| Review Team Members | | | | |
| Name | Department | Bureau | Title | Years of Experience |
| Luis Adorno | NHDES | Drinking Water and Groundwater Bureau | Administrator II | 9 |
| Cynthia Klevens, P.E. | NHDES | Drinking Water and Groundwater Bureau | Engineering and Survey Section Manager | 18 |
| Jennifer Mates, P.E. | NHDES | Drinking Water and Groundwater Bureau | Sanitary Engineer | 6 |
| Brandon Kernen | NHDES | Drinking Water and Groundwater Bureau | Bureau Administrator | 22 |

Attachment A
Request for Qualifications Scores and Rankings
Public Water Systems (PWS) Lead Service Line Contracts

Three (3) of the thirteen firms that submitted qualifications packages demonstrated substantial experience with requirements of this projects based on the following criteria:

- Capability to perform required services and qualifications of key personnel.
- Extent of experience and past performances on similar projects.
- Project understanding, design approach, and methodology.
- Proposed schedule and approach to perform required services in a timely manner.

The committee also felt the need to hire a firm that had experience in dealing with very small water systems as New Hampshire has a substantial amount of these type of system.

Table A-2 illustrates the final rankings based on the ranking elements mentioned above. The committee decided to commence negotiations with the following firms:

- Arcadis U.S., Inc. – Chicago, IL
- Hazen & Sawyer, P.C. – New York, NY
- Underwood Engineers, Inc. – Portsmouth, NH
- Northeast GIS, LLC – Silverlake, NH

| Table A-2 | |
|------------------------------|-------------------|
| Firm Rankings | |
| Firm | Final Rank |
| Arcadis U.S., Inc. | 1 |
| Hazen & Sawyer, P.C. | 2 |
| Underwood Engineers, Inc. | 3 |
| Wright-Pierce | 4 |
| Weston & Sampson | 5 |
| MSK | 6 |
| Tata & Howard | 7 |
| Northeast GIS, LLC | 8 |
| Edgewater Solutions | 9 |
| Blue Conduit | 10 |
| Trinnex | 11 |
| TruePani | 12 |
| 120Water | 13 |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| PWSID | CAT | SYSTEMNAME | TOWN | COUNTY | POP | CONNECTIONS | CONSULTANT |
|---------|-----|---------------------------------|---------------------|---------|------|-------------|------------|
| 0341030 | LCW | WATERVILLE ESTATE VLG DIST/W | CAMPTON | Grafton | 1250 | 500 | Arcadis |
| 0162170 | CON | RIVER RUN CONDOS | BARTLETT | Carroll | 750 | 360 | Arcadis |
| 0862010 | SFR | LOV WATER | FREEDOM | Carroll | 590 | 236 | Arcadis |
| 0203040 | MHP | PINE GARDENS MHP | BELMONT | Belknap | 413 | 165 | Arcadis |
| 2351020 | SCW | LOCHMERE VILLAGE DIST | TILTON | Belknap | 405 | 162 | Arcadis |
| 0513100 | MHP | MOUNTAIN VALE VILLAGE MHP | CONWAY | Carroll | 388 | 155 | Arcadis |
| 0882160 | CON | SAMOSET AT WINNIPESAUKEE | GILFORD | Belknap | 343 | 137 | Arcadis |
| 0203080 | SFR | MALLARDS LANDING | BELMONT | Belknap | 325 | 130 | Arcadis |
| 0162270 | CON | NORDIC VILLAGE | BARTLETT | Carroll | 315 | 126 | Arcadis |
| 0102010 | CON | ROPEWALK SERVICES | ASHLAND | Grafton | 290 | 124 | Arcadis |
| 0032010 | CON | LEDGES AT NEWFOUND LAKE | ALEXANDRIA | Grafton | 307 | 123 | Arcadis |
| 0162070 | SFR | LINDERHOF PROP OWNR ASSN | BARTLETT | Carroll | 295 | 119 | Arcadis |
| 2372020 | SFR | HIDDEN VALLEY/MASON | TUFTONBORO | Carroll | 298 | 119 | Arcadis |
| 0203090 | MHP | LAKES REGION MHP COOP II | BELMONT | Belknap | 276 | 111 | Arcadis |
| 0162400 | CON | EAGLE RIDGE RESORT | BARTLETT | Carroll | 270 | 108 | Arcadis |
| 0063020 | MHP | MERRYMEETING MHP | ALTON | Belknap | 265 | 106 | Arcadis |
| 2563010 | SRH | BIRCHES OF WOLFEBORO COOP | WOLFEBORO | Carroll | 159 | 106 | Arcadis |
| 0102020 | CON | VILLAGE AT RIVERBEND | ASHLAND | Grafton | 258 | 104 | Arcadis |
| 0512240 | SFR | ROCKHOUSE MOUNTAIN | CONWAY | Carroll | 416 | 104 | Arcadis |
| 1842030 | SFR | INDIAN MOUND GOLF CLUB | OSSIPEE | Carroll | 260 | 104 | Arcadis |
| 1842010 | SFR | BLUFFS AT OSSIPEE LAKE | OSSIPEE | Carroll | 258 | 103 | Arcadis |
| 1843010 | SFR | OSSIPEE MOUNTAINS ESTATES | OSSIPEE | Carroll | 255 | 102 | Arcadis |
| 0202020 | SFR | SUNRAY SHORES WATER DIST | BELMONT | Belknap | 250 | 100 | Arcadis |
| 2311010 | SCW | TAMWORTH WATER WORKS | TAMWORTH | Carroll | 265 | 100 | Arcadis |
| 2312030 | SFR | WHITE LAKE ESTATES | TAMWORTH | Carroll | 250 | 100 | Arcadis |
| 0343020 | MHP | FOOTHILLS ESTATES | CAMPTON | Grafton | 234 | 96 | Arcadis |
| 0512250 | CON | SACO WOODS CONDOS | CONWAY | Carroll | 240 | 96 | Arcadis |
| 1021010 | SCW | HALES LOCATION | HALES LOCATION | Carroll | 385 | 94 | Arcadis |
| 0883040 | MHP | LRMHV | GILFORD | Belknap | 233 | 93 | Arcadis |
| 1942010 | CON | TENNEY BROOK II | PLYMOUTH | Grafton | 228 | 91 | Arcadis |
| 1522010 | SFR | PATRICIAN SHORES | MEREDITH | Belknap | 225 | 90 | Arcadis |
| 0732030 | SFR | LOST VALLEY | EFFINGHAM | Carroll | 206 | 86 | Arcadis |
| 1612030 | SFR | FAR ECHO HARBOR | MOULTONBORO OUGH | Carroll | 213 | 85 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|--------------------------------|----------------|----------|-----|----|---------|
| 2342060 | CON | WHITE MOUNTAIN RESORT/GATEWAY | THORNTON | Grafton | 213 | 85 | Arcadis |
| 1522090 | CON | GROUSE POINT CLUB | MEREDITH | Belknap | 205 | 82 | Arcadis |
| 2342040 | CON | MOUNTAIN RIVER CONDOS EAST | THORNTON | Grafton | 200 | 80 | Arcadis |
| 2353010 | MHP | RODGERS DEV | TILTON | Belknap | 220 | 79 | Arcadis |
| 1163010 | MHP | TOWN LINE VILLAGE | HOLDERNESS | Grafton | 193 | 77 | Arcadis |
| 0512130 | SFR | WOODLAND GROVE | CONWAY | Carroll | 185 | 74 | Arcadis |
| 1282030 | SFR | PENDLETON COVE | LACONIA | Belknap | 185 | 74 | Arcadis |
| 0413030 | MHP | WINDY ACRES | CHARLESTOWN | Sullivan | 180 | 72 | Arcadis |
| 0162350 | SFR | GOODRICH PROPERTY | BARTLETT | Carroll | 175 | 70 | Arcadis |
| 0861010 | MCW | FREEDOM VILLAGE WATER PRECINCT | FREEDOM | Carroll | 163 | 67 | Arcadis |
| 0862030 | CON | FREEDOM VILLAGE CONDOS | FREEDOM | Carroll | 165 | 66 | Arcadis |
| 1943010 | MHP | WHIP O WILL | PLYMOUTH | Grafton | 165 | 66 | Arcadis |
| 0162200 | CON | TOP NOTCH CONDOS | BARTLETT | Carroll | 163 | 65 | Arcadis |
| 2348110 | CON | OWLS NEST GOLF CLUB AND CONDOS | THORNTON | Grafton | 272 | 65 | Arcadis |
| 1612170 | CON | JONATHANS LANDING CONDOS | MOULTONBOROUGH | Carroll | 158 | 63 | Arcadis |
| 0162210 | CON | MOUNTAINSIDE ON ATTITASH | BARTLETT | Carroll | 167 | 61 | Arcadis |
| 0512030 | SFR | CATHEDRAL LEDGE | CONWAY | Carroll | 153 | 61 | Arcadis |
| 0512270 | SFR | HALE ESTATES | CONWAY | Carroll | 180 | 61 | Arcadis |
| 0882190 | SFR | DOCKHAM SHORES ESTATES | GILFORD | Belknap | 152 | 61 | Arcadis |
| 0162160 | SFR | COW HILL WELLHOUSE | BARTLETT | Carroll | 150 | 60 | Arcadis |
| 0342050 | SFR | DEER RUN | CAMPTON | Grafton | 148 | 59 | Arcadis |
| 0883030 | MHP | MOUNTAIN VIEW HOUSING | GILFORD | Belknap | 148 | 59 | Arcadis |
| 0882050 | SFR | BRAKE HILL ACRES | GILFORD | Belknap | 98 | 57 | Arcadis |
| 2373010 | MHP | NORTH COUNTRY VILLAGE | TUFTONBORO | Carroll | 143 | 57 | Arcadis |
| 0512080 | SFR | REBECCA LANE WATER SYS | CONWAY | Carroll | 140 | 56 | Arcadis |
| 1282020 | SFR | WENTWORTH COVE ESTATES | LACONIA | Belknap | 140 | 56 | Arcadis |
| 0062010 | MHP | EAGLES REST MHP | ALTON | Belknap | 138 | 55 | Arcadis |
| 0882090 | SFR | GUNSTOCK GLEN WATER | GILFORD | Belknap | 138 | 55 | Arcadis |
| 0882180 | SFR | BROOKSIDE CROSSING | GILFORD | Belknap | 138 | 55 | Arcadis |
| 2313020 | MHP | TAMWORTH PINES | TAMWORTH | Carroll | 130 | 55 | Arcadis |
| 0203010 | MHP | CATES MOBILE HOME COLONY | BELMONT | Belknap | 134 | 54 | Arcadis |
| 0292010 | CON | WHITTEMORE SHORES | BRIDGEWATER | Grafton | 130 | 52 | Arcadis |
| 1842060 | SFR | DEER COVE WATER | OSSIPEE | Carroll | 123 | 52 | Arcadis |
| 0203070 | MHP | GRANITE STATE CAMPGROUND | BELMONT | Belknap | 77 | 51 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|---------------------------------|----------------|---------|-----|----|---------|
| 0882130 | CON | BROADVIEW CONDOS | GILFORD | Belknap | 128 | 51 | Arcadis |
| 0883010 | MHP | OLD LAKE SHORE | GILFORD | Belknap | 128 | 51 | Arcadis |
| 0023010 | MHP | PIPER MEADOWS PRIVATE COMMUNITY | ALBANY | Carroll | 125 | 50 | Arcadis |
| 0162410 | SFR | STILLINGS GRANT | BARTLETT | Carroll | 131 | 50 | Arcadis |
| 0512230 | CON | MELODY PINES CONDOS | CONWAY | Carroll | 125 | 50 | Arcadis |
| 0882060 | CON | WINNSTOCK CONDOS | GILFORD | Belknap | 125 | 50 | Arcadis |
| 1843020 | MHP | SANDY RIDGE ESTATES | OSSIPEE | Carroll | 125 | 50 | Arcadis |
| 0022010 | SFR | WILDWOOD DEV | ALBANY | Carroll | 123 | 49 | Arcadis |
| 0883060 | MHP | EDGE OF WOODS | GILFORD | Belknap | 123 | 49 | Arcadis |
| 0203060 | MHP | SOLAR VILLAGE | BELMONT | Belknap | 120 | 48 | Arcadis |
| 2342080 | CON | STAR RIDGE | THORNTON | Grafton | 75 | 48 | Arcadis |
| 2392010 | SFR | BEVERLY HILLS WATER | WAKEFIELD | Carroll | 120 | 48 | Arcadis |
| 2392030 | CON | MICHAWANIC VILLAGE CONDOS | WAKEFIELD | Carroll | 120 | 48 | Arcadis |
| 0162050 | SFR | NORTH LEDGE | BARTLETT | Carroll | 120 | 47 | Arcadis |
| 0162190 | SFR | CRAWFORD HILLS | BARTLETT | Carroll | 118 | 47 | Arcadis |
| 0512060 | CON | FOREST EDGE | CONWAY | Carroll | 118 | 47 | Arcadis |
| 2562030 | CON | POINT BREEZE CONDOS | WOLFEBORO | Carroll | 113 | 46 | Arcadis |
| 0512050 | SFR | ECHO LAKE WOODS | CONWAY | Carroll | 110 | 45 | Arcadis |
| 0882020 | SFR | GILFORD FOREST ESTATES | GILFORD | Belknap | 113 | 45 | Arcadis |
| 1612270 | SFR | STANYAN ROAD | MOULTONBOROUGH | Carroll | 113 | 45 | Arcadis |
| 1692030 | SRH | MANSFIELD WOODS | NEW HAMPTON | Belknap | 66 | 44 | Arcadis |
| 2342010 | SFR | 175 ESTATES | THORNTON | Grafton | 110 | 44 | Arcadis |
| 2353040 | MHP | COUNTRY MEADOWS | TILTON | Belknap | 90 | 44 | Arcadis |
| 1612040 | SFR | WEST POINT | MOULTONBOROUGH | Carroll | 108 | 43 | Arcadis |
| 0512200 | CON | CEDAR CREEK | CONWAY | Carroll | 105 | 42 | Arcadis |
| 2342110 | CON | MILL BROOK VILLAGE | THORNTON | Grafton | 103 | 41 | Arcadis |
| 0882140 | CON | MARINA BAY CONDOS I AND II | GILFORD | Belknap | 100 | 40 | Arcadis |
| 0882170 | SFR | COUNTRY VILLAGE WAY | GILFORD | Belknap | 100 | 40 | Arcadis |
| 0882210 | CON | GILFORD MEADOWS | GILFORD | Belknap | 75 | 40 | Arcadis |
| 1282010 | APT | MOUNTAIN VIEW APTS | LACONIA | Belknap | 100 | 40 | Arcadis |
| 0882420 | SFR | STONEWALL VILLAGE | GILFORD | Belknap | 93 | 37 | Arcadis |
| 0062050 | SFR | LAKESIDE AT WINNIPESAUKEE | ALTON | Belknap | 85 | 36 | Arcadis |
| 0882080 | CON | CHERRY VALLEY CONDOS | GILFORD | Belknap | 90 | 36 | Arcadis |
| 0882220 | CON | BRETON WOODS DEV | GILFORD | Belknap | 90 | 36 | Arcadis |
| 1612210 | CON | WINDWARD HARBOR CONDOS | MOULTONBOROUGH | Carroll | 90 | 36 | Arcadis |
| 1942020 | CON | TENNEY BROOK CONDOS I | PLYMOUTH | Grafton | 90 | 36 | Arcadis |
| 1162010 | CON | HIGHLAND COLONY | HOLDERNESS | Grafton | 88 | 35 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|---------------------------|----------------|----------|-----|----|---------|
| 1612250 | SFR | WENTWORTH ACRES | MOULTONBOROUGH | Carroll | 88 | 35 | Arcadis |
| 0203030 | MHP | NORTHBROOK MHP | BELMONT | Belknap | 85 | 34 | Arcadis |
| 0512150 | CON | DEERBROOK CONDOS | CONWAY | Carroll | 80 | 32 | Arcadis |
| 0353010 | MHP | COUNTRY VILLAGE MHP | CANAAN | Grafton | 66 | 31 | Arcadis |
| 1522070 | SFR | PINE HILL COMMUNITY ASSN | MEREDITH | Belknap | 77 | 31 | Arcadis |
| 0162140 | SFR | RIVERSIDE COBB FARM | BARTLETT | Carroll | 75 | 30 | Arcadis |
| 0512260 | SFR | DAVIS HILL | CONWAY | Carroll | 75 | 30 | Arcadis |
| 2313010 | MHP | TAMWORTH MOBILE HOME PARK | TAMWORTH | Carroll | 75 | 30 | Arcadis |
| 0162250 | CON | BARTLETT PLACE | BARTLETT | Carroll | 72 | 29 | Arcadis |
| 0353020 | MHP | MASCOMA VALLEY COOP | CANAAN | Grafton | 73 | 29 | Arcadis |
| 1612260 | SFR | CROSSWINDS | MOULTONBOROUGH | Carroll | 73 | 29 | Arcadis |
| 2353090 | MHP | WINDY HILL/SOUTH | TILTON | Belknap | 73 | 29 | Arcadis |
| 0512110 | SFR | NORTH PINES | CONWAY | Carroll | 67 | 28 | Arcadis |
| 0512140 | SFR | SOUTH PINES | CONWAY | Carroll | 70 | 28 | Arcadis |
| 0952020 | CON | GRAY LEDGES | GRANTHAM | Sullivan | 50 | 28 | Arcadis |
| 0203020 | MHP | LADD HILL MHP | BELMONT | Belknap | 68 | 27 | Arcadis |
| 1212130 | CON | EAGLE BROOK | JACKSON | Carroll | 68 | 27 | Arcadis |
| 1612230 | SFR | KILNWOOD ON KANASATKA | MOULTONBOROUGH | Carroll | 68 | 27 | Arcadis |
| 1113010 | CON | HILLSIDE INN CONDOS | HEBRON | Grafton | 65 | 26 | Arcadis |
| 1522040 | SFR | SANDS OF BROOKHURST | MEREDITH | Belknap | 80 | 26 | Arcadis |
| 0162130 | SFR | ROLLING RIDGE | BARTLETT | Carroll | 63 | 25 | Arcadis |
| 0342010 | SCW | BEEBE RIVER | CAMPTON | Grafton | 63 | 25 | Arcadis |
| 0512170 | CON | OAKWOOD HEIGHTS | CONWAY | Carroll | 63 | 25 | Arcadis |
| 0512210 | CON | NEAR LEDGE | CONWAY | Carroll | 63 | 25 | Arcadis |
| 1112010 | SFR | STONEGATE ACRES | HEBRON | Grafton | 63 | 25 | Arcadis |
| 0202040 | SFR | WESTVIEW MEADOWS | BELMONT | Belknap | 58 | 24 | Arcadis |
| 0342020 | CON | TRIPPLEWOOD RESORT CONDOS | CAMPTON | Grafton | 60 | 24 | Arcadis |
| 0343010 | MHP | CHESLEYS MHP | CAMPTON | Grafton | 60 | 24 | Arcadis |
| 0512120 | SFR | SACO RIVER FOREST | CONWAY | Carroll | 65 | 24 | Arcadis |
| 0732040 | APT | 18 HUGHES LN/EFFINGHAM | EFFINGHAM | Carroll | 60 | 24 | Arcadis |
| 0882100 | SFR | BELKNAP HEIGHTS WATER | GILFORD | Belknap | 60 | 24 | Arcadis |
| 2312050 | SRH | REMICK ACRES | TAMWORTH | Carroll | 60 | 24 | Arcadis |
| 2342030 | CON | MOUNTAIN RIVER CONDOS | THORNTON | Grafton | 60 | 24 | Arcadis |
| 0162260 | CON | VILLAGGIO BIANCO | BARTLETT | Carroll | 58 | 23 | Arcadis |
| 0162330 | SFR | CRAWFORD POND | BARTLETT | Carroll | 58 | 23 | Arcadis |
| 0354010 | DOM | CARDIGAN MOUNTAIN SCH | CANAAN | Grafton | 300 | 23 | Arcadis |
| 0412010 | APT | MEADOWVIEW APTS | CHARLESTOWN | Sullivan | 58 | 23 | Arcadis |
| 2032010 | CON | HAWTHORNE VILLAGE | RUMNEY | Grafton | 55 | 23 | Arcadis |
| 2312070 | CON | CHOCORUA MEADOWS | TAMWORTH | Carroll | 58 | 23 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|--------------------------------|----------------|----------|----|----|---------|
| 2562010 | SFR | WENTWORTH ESTATES | WOLFEBORO | Carroll | 50 | 23 | Arcadis |
| 1282050 | SFR | WINDEMERE RIDGE | LACONIA | Belknap | 55 | 22 | Arcadis |
| 2562050 | SFR | SHERWOOD FOREST | WOLFEBORO | Carroll | 55 | 22 | Arcadis |
| 0882040 | SFR | LIBERTY HIGHLANDS WATER | GILFORD | Belknap | 50 | 21 | Arcadis |
| 1612280 | SFR | HERMIT COVE | MOULTONBOROUGH | Carroll | 52 | 21 | Arcadis |
| 2342020 | SFR | NORTHPOINTE WATER | THORNTON | Grafton | 53 | 21 | Arcadis |
| 0162100 | SFR | RIVERSBEND | BARTLETT | Carroll | 50 | 20 | Arcadis |
| 0342100 | CON | COACHMAN CONDOS | CAMPTON | Grafton | 50 | 20 | Arcadis |
| 0512180 | CON | SACO PINES | CONWAY | Carroll | 50 | 20 | Arcadis |
| 0862020 | CON | PINE LANDING CONDOS | FREEDOM | Carroll | 50 | 20 | Arcadis |
| 1462040 | SRH | SILVER LAKE LANDING SR HOUSING | MADISON | Carroll | 25 | 20 | Arcadis |
| 1463010 | SFR | BROOKWOOD PARK | MADISON | Carroll | 50 | 20 | Arcadis |
| 1612200 | CON | LANDS END | MOULTONBOROUGH | Carroll | 50 | 20 | Arcadis |
| 2272020 | CON | MEADOW BROOK AT SUNAPEE | SUNAPEE | Sullivan | 56 | 20 | Arcadis |
| 2342070 | CON | WATERVILLE ACRES CONDOS | THORNTON | Grafton | 50 | 20 | Arcadis |
| 1212090 | CON | HIGH PASTURES AT BLACK MTN | JACKSON | Carroll | 47 | 19 | Arcadis |
| 1522020 | CON | EAST BLUFF HIGHLANDS CONDOS | MEREDITH | Belknap | 48 | 19 | Arcadis |
| 1522030 | CON | EASTBLUFF VILLAGE CONDOS | MEREDITH | Belknap | 48 | 19 | Arcadis |
| 2318090 | APT | NORTHWAY APTS/DAYS INN | TAMWORTH | Carroll | 42 | 19 | Arcadis |
| 2353020 | MHP | WINDY HILL/NORTH | TILTON | Belknap | 47 | 19 | Arcadis |
| 0297020 | CON | WHIP O WILL CONDOS | BRIDGEWATER | Grafton | 45 | 18 | Arcadis |
| 0413020 | MHP | CONNECTICUT RIVER MHP | CHARLESTOWN | Sullivan | 50 | 18 | Arcadis |
| 0512070 | CON | FOREST PARK VILLAGE | CONWAY | Carroll | 45 | 18 | Arcadis |
| 2372050 | CON | WINMIIR CONDOS | TUFTONBORO | Carroll | 45 | 18 | Arcadis |
| 2392020 | APT | WAKEFIELD ACRES | WAKEFIELD | Carroll | 30 | 18 | Arcadis |
| 1212080 | CON | BLACK MOUNTAIN MEADOW CONDOS | JACKSON | Carroll | 43 | 17 | Arcadis |
| 1742010 | SFR | CARY AND ALLEN ST DEV | NEWPORT | Sullivan | 43 | 17 | Arcadis |
| 1842050 | SFR | POLAND BROOK WOODS | OSSIPEE | Carroll | 44 | 17 | Arcadis |
| 2352010 | CON | WINNISQUAM RESORT CONDOS | TILTON | Belknap | 42 | 17 | Arcadis |
| 0162180 | CON | BLUEBERRY VILLAGE CONDOS | BARTLETT | Carroll | 40 | 16 | Arcadis |
| 0512190 | CON | BROOK VIEW VILLAGE | CONWAY | Carroll | 40 | 16 | Arcadis |
| 0882410 | SFR | HAMPSHIRE VILLAGE | GILFORD | Belknap | 40 | 16 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|---------------------------------------|----------------|----------|------|------|---------|
| 1612220 | CON | HARBOURSIDE ON WINNIPESAUKEE | MOULTONBOROUGH | Carroll | 40 | 16 | Arcadis |
| 2312020 | SFR | MOUNTAIN VIEW ESTATES | TAMWORTH | Carroll | 40 | 16 | Arcadis |
| 0202060 | SFR | SUN LAKE VILLAGE | BELMONT | Belknap | 38 | 15 | Arcadis |
| 0293010 | MHP | NEWFOUND ACRES MHP | BRIDGEWATER | Grafton | 26 | 15 | Arcadis |
| 0882010 | SFR | CHALET VILLAGE | GILFORD | Belknap | 35 | 15 | Arcadis |
| 1212050 | CON | MT JEFFERSON/WASHINGTON CONDOS | JACKSON | Carroll | 38 | 15 | Arcadis |
| 2312060 | APT | CHOCORUA WOODS | TAMWORTH | Carroll | 16 | 15 | Arcadis |
| 1218010 | APT | DANA PLACE | JACKSON | Carroll | 56 | 14 | Arcadis |
| 1612080 | SFR | WEST WYNDE VILLAGE | MOULTONBOROUGH | Carroll | 26 | 14 | Arcadis |
| 0342090 | CON | RED SLEIGH CONDOS | CAMPTON | Grafton | 33 | 13 | Arcadis |
| 0162310 | CON | WHISPERING BROOK | BARTLETT | Carroll | 30 | 12 | Arcadis |
| 0162340 | CON | BEAR VILLAGE SOUTH | BARTLETT | Carroll | 30 | 12 | Arcadis |
| 0162390 | CON | SUGARWOOD ON THE SACO | BARTLETT | Carroll | 30 | 12 | Arcadis |
| 2312090 | APT | HIGHLAND PLACE | TAMWORTH | Carroll | 30 | 12 | Arcadis |
| 2342100 | APT | MAD RIVER APTS | THORNTON | Grafton | 30 | 12 | Arcadis |
| 0162430 | SFR | BEARFOOT CREEK | BARTLETT | Carroll | 28 | 11 | Arcadis |
| 1212030 | APT | WILDCAT TOWNHOUSE RESORT | JACKSON | Carroll | 28 | 11 | Arcadis |
| 2342090 | CON | BIRCH BEND | THORNTON | Grafton | 28 | 11 | Arcadis |
| 0342080 | CON | VALLEY VIEW CONDOS | CAMPTON | Grafton | 25 | 10 | Arcadis |
| 1212140 | SFR | TYROL WELL A | JACKSON | Carroll | 25 | 10 | Arcadis |
| 2384010 | SCW | SULLIVAN COUNTY COMPLEX | UNITY | Sullivan | 625 | 6 | Arcadis |
| 1524010 | HOM | FORESTVIEW MANOR | MEREDITH | Belknap | 131 | 3 | Arcadis |
| 0342060 | DOM | MT PROSPECT ACADEMY/CAMPTON | CAMPTON | Grafton | 32 | 1 | Arcadis |
| 0061010 | LCW | ALTON WATER WORKS | ALTON | Belknap | 1750 | 703 | Arcadis |
| 0101010 | MCW | ASHLAND WATER DEPT | ASHLAND | Grafton | 1500 | 570 | Arcadis |
| 0161010 | MCW | BARTLETT VILLAGE PCT | BARTLETT | Carroll | 625 | 250 | Arcadis |
| 0241010 | MCW | BETHLEHEM VILLAGE DIST | BETHLEHEM | Grafton | 1750 | 631 | Arcadis |
| 0351010 | MCW | CANAAN WATER DEPT | CANAAN | Grafton | 625 | 196 | Arcadis |
| 0411010 | MCW | CHARLESTOWN WATER WORKS (and 0411020) | CHARLESTOWN | Sullivan | 2825 | 1239 | Arcadis |
| 0481010 | LCW | COLEBROOK WATER WORKS | COLEBROOK | Coos | 1200 | 480 | Arcadis |
| 0881020 | LCW | GUNSTOCK ACRES VILLAGE DIST | GILFORD | Belknap | 1440 | 576 | Arcadis |

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

| | | | | | | | |
|---------|-----|--------------------------------|------------------|--------------|------|------|---------|
| 1101040 | MCW | WOODSVILLE WATER AND LIGHT | HAVERHILL | Grafton | 2075 | 626 | Arcadis |
| 1181020 | | HOOKSETT | HOOKSETT | Merrimack | 3000 | 1166 | Arcadis |
| 1191020 | LCW | HOPKINTON VILLAGE PCT | HOPKINTON | Merrimack | 215 | 100 | Arcadis |
| 1211010 | MCW | JACKSON WATER PCT | JACKSON | Carroll | 500 | 207 | Arcadis |
| 1461010 | LCW | VILLAGE DISTRICT OF EIDELWEISS | MADISON | Carroll | 1140 | 456 | Arcadis |
| 1481010 | LCW | MARLBOROUGH WATER WORKS | MARLBOROUGH | Cheshire | 750 | 300 | Arcadis |
| 1591010 | LCW | MONROE WATER DEPT | MONROE | Grafton | 300 | 168 | Arcadis |
| 1612010 | MCW | PARADISE SHORES | MOULTONBOROUGH | Carroll | 2040 | 815 | Arcadis |
| 1681010 | LCW | NEWFIELDS VLG WATER AND SEWER | NEWFIELDS | Rockingham | 550 | 220 | Arcadis |
| 1921020 | LCW | MERIDEN VILLAGE WATER DIST | PLAINFIELD | Sullivan | 750 | 60 | Arcadis |
| 2391010 | LCW | SANBORNVILLE WATER DEPT | WAKEFIELD | Carroll | 1425 | 410 | Arcadis |
| 2441010 | LCW | WATERTOWN VALLEY WATER DIST | WATERTOWN VALLEY | Grafton | 3050 | 1300 | Arcadis |
| 2521010 | LCW | WILTON WATER WORKS | WILTON | Hillsborough | 1700 | 680 | Arcadis |
| 2531010 | MCW | WINCHESTER WATER DEPT | WINCHESTER | Cheshire | 2800 | 1121 | Arcadis |

**Attachment C
Arcadis Rate Table and Budget**

Arcadis U.S., Inc. Standard Rates Table as of April 2022.

| Category | Standard Rates |
|---|-----------------------|
| GEC GIS / Data Technician Grade 5 | \$25.00 |
| GEC GIS / Data Technician Grade 6 | \$30.00 |
| GEC GIS / Data Technician Grade 7 | \$50.00 |
| GEC Grade 8 / GEC GIS/Data Technician Grade 8 | \$79.00 |
| Document Tech | \$100.00 |
| BIM Modeler I / Field Technician III and IV | \$110.00 |
| Technician/Project Assistant I | \$117.00 |
| BIM Modeler II / Field Technician V | \$120.00 |
| Technician/EIT/ Project Assistant II | \$127.00 |
| GEC Director / Engineer / Scientist | \$134.00 |
| Staff Engineer / Scientist / Architect | \$155.00 |
| Project Assistant | \$155.00 |
| BIM Designer / Field Supervisor | \$160.00 |
| Project Engineer / Scientist / Architect | \$175.00 |
| Senior Engineer / Scientist / Architect I | \$185.00 |
| Senior Engineer / Scientist / Architect II | \$220.00 |
| Principal Engineer / Scientist / Architect I | \$269.00 |
| Principal Engineer / Scientist / Architect II | \$286.00 |
| Engineer / Scientist Director | \$322.00 |

*** Category rates are the maximum and actual rates may be less.**

Rates may be adjusted on an annual basis in accordance with the CPI-U index +1%. Adjustments would take place in April annually.

JKJ
3/27/2023



Attachment C
Person-Hours Budget
New Hampshire Department of Environmental
Services NHDES Public Water System
Lead Service Line Inventory

| Task | Description | Person-Hours | | | | | | | | Total Person-Hours | Project Costs | | |
|------|------------------------------------|-----------------------------|--|------------------------------------|--------------------------------------|-------------------------------------|-------------|-------------|---------------------------------|--------------------|--------------------|--------------------|--------------------|
| | | Engineer/Scientist Director | Principal Engineer/Scientist/Architect I | Staff Engineer/Scientist/Architect | Project Engineer/Scientist/Architect | Senior Engineer/Scientist/Architect | GEC Grade 8 | GEC Grade 6 | Technician/Project Assistant IV | | Total Labor Costs | Other Direct Costs | Total Costs |
| | Billing Rate | \$313.79 | \$253.00 | \$135.81 | \$158.86 | \$192.16 | \$79.00 | \$30.00 | \$155.00 | | | | |
| 1 | Project Management | 108 | 84 | 204 | 28 | 208 | 24 | 24 | 80 | 758 | \$138,739 | \$14,149 | \$153,888 |
| 2 | Inventory Preparation and Training | 33 | 40 | 246 | 18 | 80 | 36 | 36 | 0 | 489 | \$71,512 | \$0 | \$71,512 |
| 3 | Technical Assistance for PWS | 148 | 231 | 2204 | 1819 | 420 | 120 | 128 | 0 | 5070 | \$778,924 | \$124 | \$779,048 |
| 4 | Lead and Copper Sampling Plans | 35 | 42 | 506 | 420 | 262 | 0 | 0 | 0 | 1265 | \$203,834 | \$3,000 | \$206,834 |
| 5 | LSLR Plan Development | 12 | 8 | 0 | 10 | 12 | 0 | 0 | 0 | 42 | \$9,544 | \$0 | \$9,544 |
| | TOTAL LABOR HOURS | 336 | 405 | 3180 | 2295 | 960 | 180 | 168 | 80 | 7804 | \$1,203,553 | \$17,273 | \$1,220,826 |

gk
3/27/2023