GAC

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

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November 14, 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 for lead service line inventory and replacement assistance for NH water systems (PO # 1091964) with Hazen and Sawyer, P.C. (VC #355345-B001), New York, NY, by increasing the amount by $999,564 to $3,995,815 from $2,996,251, 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 #99. 100% Federal Funds.

Funding is available in the account as follows.

	FY 2025
03-44-44-441018-5564-102-500731	$999,564

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 Hazen and Sawyer, P.C. (Hazen) 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 Hazen, having been originally selected through a request for proposal competitive bid process, 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, $601,261 has been spent of the original $2,996,251 contract.

In September of 2022, NHDES posted a request for proposals for consulting firms to complete the lead service line inventory (LSLI), 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

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

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.

Hazen was selected to work with 213 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. Hazen has divided the work into four main tasks that will include overall program management support, development of LSLI, preparation of updated sampling site plans and development of lead service line replacement plans. Additional work through this amendment includes gap analysis and record research needed for lead service lines that were identified as unknown, office hours to respond to individual questions by water systems regarding sampling and identification, and updated inventories as information is collected.

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
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
HAZEN AND SAWYER, P.C.

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 Hazen and Sawyer, P.C. in the amount of $2,996,251 to assist the New Hampshire Department of Environmental Services 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 #99.

NOW THEREFORE, amend the original contract between NHDES and Hazen and Sawyer, P.C. as approved by Governor and Council on April 12, 2023, as Item #99 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 $2,996,251 to $3,995,815.

3. Delete Exhibit A, B and C and replace with Exhibit A-Amendment 1, Exhibit B–Amendment 1, and Exhibit C–Amendment 1. Exhibit A-Amendment 1, Exhibit B-Amendment 1 and Exhibit 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.

10/14/24
Robert R. Scott, Commissioner — Date
Department of Environmental Services

10/24/24
Francis J. Avotte, P.E., Associate Vice President — Date
Hazen and Sawyer, P.C.

Keely Lovato — 11/18/24
Assistant Attorney General — Date
Department of Environmental Services

Contractor Initials
Date 10.24.24

Exhibit A
Special Provisions

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

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

A portion of the 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 NHDES and Hazen and Sawyer, P.C. ("Contractor").

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA*)*. The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

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

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

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

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

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

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

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

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

GRANTS FOR RESEARCH AND DEVELOPMENT: This award is not a grant for research and development as defined in 2 CFR.200.1.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition,

consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

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

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

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

For purposes of this section:

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

Contractor Initials _____
Date 10-24-24

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

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

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

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

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

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

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure

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5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

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

III. ***OTHER SPECIAL PROVISIONS***

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

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1. ***Financial management***. *The Contractor shall comply with 2 CFR part 200 Subpart D* and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

2. ***Allowable costs***. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

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

4. ***Restrictions on Lobbying.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

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

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.

Hazen and Sawyer, P.C. (Hazen) 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. Hazen will be involved with a total of 213 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that Hazen will be providing services to).

The Scope of Services to be provided is described in Tasks 1 through 4 below, followed by Allowance Items for optional work if deemed necessary by NHDES. These Allowance and optional tasks will require approval by NHDES prior to any work being done.

Task 1: Program Management

Hazen's Scope of Work for Task 1 includes the following:

- Task 1.1: Project Management
- Task 1.2: Monthly Coalition Meetings and Virtual Office Hours
- Task 1.3: Regulatory Coordination
- Task 1.4: Training Materials

Task 1.1: Project Management

Provide contract administration services sufficient to meet contractual requirements, including coordinating, administering, and managing all work, preparing, tracking, and reviewing management information, progress reports, project requirements, and provide management actions needed to maintain budget and schedule.

Task 1.2: Monthly LCRR Coalition Meetings

Monthly meetings will kickoff with a 2-hour in person meeting at a central New Hampshire Department of Environmental Services location. Following meetings will be 1.5 hours and held virtually. These meetings will provide a platform for the communities to engage in discussion regarding overall LCRR requirements, project task updates, and deadlines. The monthly meetings will provide a space for the communities to feel comfortable asking questions and to connect with each other. A total of 20 monthly meetings are carried for this task.

Beginning in January 2025, a 2-hr virtual office hour meeting will occur monthly. These office hours will be used to respond to individual questions by communities during the identification phase. They will also provide a platform for the communities to engage in discussion regarding inventory, identification, and sampling requirements. A total of 12 monthly virtual office hours are carried for this task.

Task 1.3: Monthly Regulatory Coordination Meetings

Throughout the project, Hazen's management team will closely monitor USEPA and NHDES regulations and guidance related to the LCRR. Hazen shall conduct 1-hr monthly meetings with NHDES to provide opportunity to coordinate on LCRR regulatory requirements and discuss project tasks and deadlines. Hazen's management team will also attend NHDES and/or NHWWA meetings in which LCRR is a part of the subject matter. An executive summary of items discussed at these meetings, as well as an evaluation of the relevance to the program will be provided to the LCRR Coalition and uploaded onto the LCRR Coalition Website developed by Hazen.

Beginning in January 2025, Hazen shall conduct 1-hour monthly meetings with NHDES to provide opportunity to coordinate on LCRR/I regulatory requirements and discuss project tasks and deadlines. Meeting agendas shall alternate between identification progress and overall program coordination. A total of 12 meetings will be carried for this task.

Task 1.4: Training Materials

Training materials will be uploaded to the LCRR Coalition Website to provide a future resource for utility and NHDES staff. These trainings can also be made public as required by NHDES. If training sessions are conducted virtually, Hazen will incorporate virtual meeting tools such as real-time surveys/questionnaires and virtual breakout sessions to enhance participant engagement and discussion. Emerging needs and gaps in available guidance will be identified through discussions with NHDES staff.

Task 1 Meetings:

- Monthly LCRR Coalition Meetings (up to 20 total)
- Monthly Regulatory Coordination Meetings (up to 20 total)
- Monthly Virtual Office Hours (up to 12 total)

Task 1 Deliverables:

- Project meeting agenda and minutes
- Executive Summaries following NHDES and NHWWA LCRR presentations (up to 24 total)
- LCRR Coalition website
- Virtual Training Materials (up to 6 total)

Task 2: Lead Service Line Inventory (LSLI)

Hazen will develop a customized LSLI for each system that is assigned to the LCRR Coalition. To meet system's needs over time, the LSLI will be a living, dynamic database that can be easily updated as service line materials are verified. The LSLI must also be developed using accurate and defendable data sources as it will serve as the foundation for the remaining LCRR compliance program tasks.

Hazen's Scope of Work for Task 2 includes the following:

- Task 2.1: Development of LCRR Coalition Website
- Task 2.2: Gap Analysis and Records Research
- Task 2.3: Development of LSL Inventory (LSLI)
- Task 2.4: OPTIONAL TASK: Development of LSLI Dashboard
- Task 2.5: Population of NHDES DWGB LSLI Template
- Task 2.6: Service Line Material (SLM) Identification Program Action Plan
- Task 2.7: Data Management and Inventory Workshops
- Task 2.8: Inventory Allowances

Task 2.1. Development of LCRR Coalition Website

Hazen will develop an LCRR Coalition Website to provide the utilities with a centralized location of resource and training materials. The website is also a location for the Coalition systems to access their view of the inventory and deadline schedules. This website is only for systems assigned to Hazen.

Task 2.2. Gap Analysis and Records Research

Hazen will assist with a gap analysis and records research to support the formation of the LSLI and capture the data required for populating the NHDES DWGB LSLI Initial Inventory Template. The LCRR requires that water systems review a variety of records during the development of an LSLI. Hazen will work with utility personnel to complete their records review and assess available historical documentation. An initial inventory will be drafted and submitted to NHDES by October 16, 2024 based on the results of the initial records review completed before September 30, 2024. Hazen will continue to update the inventory for communities who provide additional records after 10/16/2024 and before 6/30/2025. This records review includes in-person paper record review. An allowance for time and expenses to complete up to 2,160 hours has been carried for this effort.

Hazen shall prepare a records review prioritization plan based on the results of the records review effort conducted to develop the October 2024 initial inventory. NHDES shall provide Hazen with a prioritization list of the communities assigned for Hazen to conduct records review. System size and likelihood of lead will be considered in developing the prioritization of records review.

The State of New Hampshire follows the IPC plumbing codes. In addition to the IPC codes, Hazen will research local county and city codes, additional documents such as local planning board plans/documents, subsurface plans, registry of deeds, and town annual reports for local utilities within the LCRR Coalition.

Task 2.3. Development of Lead Service Line Inventory (LSLI)

Hazen will develop an LSLI that is data-point trackable and categorizes materials on both the public and privately-owned portions of each service line. The LSLI will be dynamic and hosted in cloud infrastructure, emphasizing accessibility, security, and the ability to be updated over time from multiple access points. The inventory data structure will be formatted based on the LSLI template developed by NHDES.

Task 2.4. LSLI Inventory Tools: Dashboard and Mobile Field App (Optional Task)

2.4.1 Hazen can develop an interactive dashboard to provide real-time tracking of inventory development, service line identification and replacement, and likelihood/predictive modeling results. This tool would be intended for internal use by Hazen and LCRR Coalition medium sized water systems (greater than 350 connections) for project management purposes and would only be developed for communities interested in the project management features with the dashboard.

2.4.2 Hazen will develop a mobile field identification application for LCRR Coalition medium sized water systems (greater than 350 connections) to be used by field staff to verify service line materials during meter replacement efforts and ongoing CIP projects.

Task 2.5. Population of NHDES DWGB LSLI Template

Hazen will work with the LCRR Coalition communities to populate the inventory into the NHDES DWGB LSLI Template. Hazen will communicate with NHDES regularly and will continue to monitor the development of both federal and state LCRR guidance to ensure that system's inventories comply with all federal and state regulatory requirements. Fields within the NHDES template will be populated using data provided by systems, historical code research, and criteria used to designate non-lead material status (e.g. building construction dates). Gaps in data will be provided to utilities for future verification.

Hazen shall provide NHDES with sample data of a minimum of three (3) water systems as a pilot project. The purpose of the pilot LSLI systems will be to establish the most effective and efficient means and methods of completing the inventories for the other 213 water systems.

NHDES DWGB Initial LSLI Template shall be submitted to NHDES by October 16, 2024 for 213 communities. Communities designated as non-lead and communities with inventories including unknowns, lead and GRR service lines will be required to submit a baseline inventory to NHDES. NHDES shall provide Hazen with the Baseline Inventory Template. The information input into the Initial Service Line Inventories submitted October 16, 2024 will be transferred to the NHDES Baseline Inventory for the October 16, 2025 deadline. Up to 213 inventories will be updated and submitted to each community by September 1, 2025 based on additional records review and field identification efforts. The community shall be responsible to submitting the annual updated inventory to NHDES.

Task 2.6. Service Line Material (SLM) Identification Program Action Plan

Hazen will develop an action plan to help identify unknown service lines. Hazen will work with key utility staff to identify internal resources and establish a systematic approach to identifying service line materials within each system. The outcome of this exercise will be the development of standard operating procedures (SOPs) for service line material verification. This will include procedures and tools for data collection and storage, a prioritization strategy and index for field verification, as well as a list of customer education and outreach materials to engage customers in assisting with service line identification. The identification program will build upon both existing and future CIP projects for applicable systems, and prioritization will consider areas with the highest likelihood of containing lead and locations with sensitive or disadvantaged populations.

Task 2.7. Data Management and Inventory Workshops

Hazen will create a central cloud-hosted database to simplify data management, streamline inventory reporting, and provide an integrated tool for Hazen and LCRR Coalition water systems to manage the SLM inventory over time. Hazen will depend on commercial off-the-shelf (COTS) Esri software and cloud infrastructure for data management. For security reasons, each community will be provided with a different view of the inventory filtered to their system, creating individual access points for each system in the LCRR Coalition.

Hazen will host the following workshops and meetings to aid in the development of LSL Inventories.

- Gap Analysis Workshop (virtual) – In compliance with LCRR, systems shall verify data sources on file that can be used to develop the inventory. Hazen will explain to LCRR coalition communities

how to fill out the USEPA required data checkbox and review how to use the LCRR Coalition website to sign in and upload data.

- Individual Follow-up Meeting with Target Systems (virtual) - Hazen will review the data provided by systems and follow up with target systems on an as-need basis to gain institutional knowledge and fill in any necessary data gaps. An allowance of $25,000 is carried for Individual Follow-up Meetings.

- Small Group Meetings for Inventory Development (in-person) - After analyzing the provided utilities, Hazen will conduct small group meetings to review the results from the data gap analysis and provide an overview of Hazen's approach finalize the LSLI (up to 4 small group meetings).

- Unknown Material Identification Workshop (virtual) – Hazen shall review training materials for the LCRR Coalition to aid Operators with the implementation of "unknown" material identification methods and how to update the LSLI with new information.

- Individual virtual and in-person meetings with communities regarding inventory updates based on additional record review or identification efforts (allowance up to 200 hours)

Workshops will be recorded and uploaded onto the LCRR Coalition Website for future reference.

Task 2.8: Inventory Allowances

Hazen will provide updates to the inventory export when NHDES makes edits to the template. Updates on items subject to change in the LCRI will be delayed until after its promulgation.

Furthermore, this task included additional communication or meetings with communities as needed beyond that.

Task 2 Deliverables:

- Data Request (Data will be uploaded to the HUB by each community)
- Lead Service Line Inventory (LSLI)
- Populated NHDES Templates (initial and baseline inventory templates)
- SLM Identification Program Action Plan
- LSLI Training documents and videos
- LCRR Coalition Website
- OPTIONAL TASK: LSLI Inventory Dashboard
- OPTIONAL TASK: Electronic Field Identification Tool
- Inventory Workshops and Meetings (agenda and slides):
    - Gap analysis workshop (1 virtual workshop)
    - Individual System Meeting for Inventory (virtual, allowance up to $25,000)
    - Individual System Meeting for Inventory Updates (virtual and/or in person, allowance up to 200 hours)
    - Small Group Meetings (in-person, up to 4)
    - Unknown Material Identification Workshop (1 virtual workshop)

Contractor Initials _____
Date 10.24.24

Task 3: Sampling Site Plans (SSP)

The LCRR includes new tier criteria for tap sample site selection and new procedures for compliance sample collection. Systems will be required to return to standard monitoring with two 6-month rounds of sampling starting in 2025, increasing the quantity of sample collection. A Sample Site Plan (SSP) will be developed to identify sample sites (including lead and copper compliance, schools, and childcare facilities) and establish SOPs for sample collection and tracking, data storage and reporting, and public notification. The SSP will cover community water systems and non-transient non-community water systems across a range of sizes.

The LSLI will serve as the primary data source for the SSP. It will include data fields (as available) for determining site tier designations such as service line material, building type, and the presence of a lead gooseneck or connector. For systems using a centralized GIS solution to host the inventory, identification of sample sites can be expedited using a script that reads from the database to generate sample sites for the LCRR coalition. Building upon SLM findings, Hazen will develop a prioritized dataset of eligible LCR tap sampling sites, including customer contact information when available, for sampling-related outreach.

Tracking customer contact information will streamline customer outreach efforts by communities related to compliance sampling. Additionally, Hazen will develop an updated tap sampling standard operating procedure (SOP) to guide sampling efforts by each community under the LCRR.

Hazen's Scope of Work for Task 3 includes the following:

- Task 3.1 Sampling Site Identification
- Task 3.2 Sample Collection Procedures
- Task 3.3 Omitted
- Task 3.4 Sample Site Plan

Task 3.1. Sampling Site Identification (Compliance Sampling)

The LCRR tier criteria will focus on sampling sites with LSLs and galvanized iron service lines. Using results from the LSLI, Hazen will provide recommendations for revising each community's LCR compliance sites to reflect the new LCRR tiered structure.

Hazen will provide the following services:

- Evaluate existing LCR sample site list and prioritize historical sampling sites that meet updated tier criteria for sampling.
- Using results from the LSLI; if any lead service lines (LSLs) or galvanized lines downstream of a lead service line or connector are identified, a prioritized list of sampling sites meeting requirements for Tier 1-3 sites will be developed.
- Identify sampling sites as needed from historical sampling sites that are expected to meet Tier 4 or Tier 5 criteria when insufficient Tier 1-3 sites are available from the LSLI.
- Hold a virtual meeting with the LCRR Coalition to present the sample site identification process. Each community will be provided their draft sample sites for review and comments. Input received from each community will be addressed prior to finalizing the sample sites.

Task 3.2. Sample Collection Procedures (Compliance Sampling)

The LCRR introduces several changes to compliance sampling procedures, including requirements for fifth-liter sampling at sites with LSLs. Hazen will prepare an LCRR tap sampling SOP to guide compliance sampling and account for first and fifth-liter sample collection per LCRR requirements.

Hazen will provide the following services:

- Prepare a tap sampling SOP document that defines the procedures for customer outreach, laboratory coordination, sample collection, customer notification, and regulatory reporting. The SOP will cover fifth-liter sampling for sites with LSLs or galvanized requiring replacement (GRR) and first-draw sampling for other sites. The SOP will include requirements for sample kit preparation and distribution. It is anticipated that one SOP will be prepared to cover all systems. This material will be uploaded to the LCRR Coalition Website.
- Prepare customer sampling instructions meeting LCRR requirements. It is anticipated that the instructions will contain fields for customer data collection to provide quality assurance for customer-collected samples.
- Hold a workshop to review the draft tap sampling SOP. This will be recorded and uploaded to the LCRR Coalition Website for future reference.

Task 3.3. Omitted

Task 3.4 Sample Site Plan Allowance

This task includes additional engineering services as needed to assist LCRR Coalition communities to complete the Sample Site Plan requirements per USEPA regulation. Service in this task will be start once the LCRI is finalized.

Task 3 Deliverables:

This task includes the following primary deliverables. For each deliverable, QAQC review will be performed by key technical staff within Hazen.

- Prioritized sample site list
- Sample site identification process results meeting agenda and minutes
- Tap Sampling SOP
- Customer sampling request letter and sampling instructions
- Tap Sampling SOP Workshop agenda and minutes.

Task 4: Lead Service Line Replacement (LSLR) Plan (Allowance)

Hazen will develop an LSL Replacement (LSLR) plan template for applicable systems. The LSLR plan template will include all LCRR required items and will address customer outreach, funding strategies, and protocols to streamline to LSL replacement and post replacement (flushing and filter) efforts. Where applicable, Hazen will look for opportunities to integrate LSL replacements with planned capital improvement projects and will employ proven prioritization strategies that target LSL replacements in disadvantaged neighborhoods and sensitive populations.

Contractor Initials
Date 10.24.24

Guidance materials will be provided to the LCRR Coalition with information on submitting LSLR plans. A training video will be provided and uploaded to the LCRR Coalition website. Customizable template for outreach material can also be provided on the website for staff from the LCRR Coalition to access.

Hazen's Scope of Work for Task 4 includes the following:

- Task 4.1 Development of LSL Replacement Plan Template and Final LSLR Plan
- Task 4.2 OPTIONAL TASK: Development of Templates for Outreach and Education
- Task 4.3 Omitted
- Task 4.4 LSL Replacement Plan General Allowance

Task 4.1. Development of LSL Replacement Plan

Hazen will conduct an LSL Replacement Plan workshop with the LCRR Coalition to provide systems with an overview of regulatory requirements. A standard LSL Replacement plan will be provided to those systems that are required to submit an LSL Replacement Plan to NHDES. The plan will include recommended strategies and procedures for identifying service line materials, developing a prioritization strategy, conducting a full lead service line replacement, determining LSL replacement goal rates, procedures for customers to conduct a high-velocity flush following a replacement, as well as customer communication and funding strategies to support the LSL Replacement program.

The LSLR plan template will be provided to each utility for input on individual utility requirements and needs (such as funding and legal strategies). After submitting a draft of the LSLR plan to participating communities, Hazen will host a virtual workshop to review LSLR requirements and necessary information that will be needed for completion. This will provide a platform for utilities to ask questions and determine additional information needs and sources. Participating utilities will be required to fill in the LSLR template with all necessary information and submit to Hazen through the LCRR Coalition website for finalization.

Hazen will review the completed LSLR plan template and provide a final LSLR plan to each participating utility for NHDES regulatory submission.

Task 4.2. Development of Templates for Outreach and Educational Materials (optional task)

Hazen can support communities in developing effective messaging that influences program participation, focusing on project needs, interesting and/or invasive project activities, and project benefits to participating customers. Hazen will provide education and outreach to assist LCRR compliance focusing on broad community communication and targeted communication.

Task 4.3. Omitted

Task 4.4 LSL Replacement Plan General Allowance

This task includes additional engineering services as needed to assist LCRR Coalition communities to complete the LSL Replacement Plan requirements per USEPA.

Task 4 Deliverables:

This task includes the following primary deliverables. For each deliverable, QAQC review will be performed by key technical staff within Hazen.

- LSLR Template
- Final LSLR Plan for Participating Utilities
- LSL Workshop Presentation and Training Materials
- OPTIONAL TASK: Templates for Outreach and Educational Materials for both Broad and Targeted Customer Outreach

Exhibit C
Budget and 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 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. The budget for this project is not to exceed $3,995,815. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

Task	Original Contract Cost	Amount for Additional Scope of Services	Revised Total Budget	Cost Per System (213 systems)
Total Base Cost for Tasks 1-5	$2,257,885	$569,664	$2,827,549	$13,274
**Additional Allowance and Optional Tasks:				
Allowance Task 2.2: Gap Analysis & Records Research (In-Person Records Review for 50 Communities*)	$0	$365,720	$365,720	$7,314*
Optional Task 2.4: Development of SLM Dashboards	$209,964	$0	$209,964	$985
Allowance Task 2.7: Individual System Meetings and LSL Inventory Development	$25,000	$34,180	$59,180	$277
Allowance Task 2.8: Inventory Allowance	$0	$30,000	$30,000	$140
Allowance Task 3.4: Sample Sites Plan	$100,00	$0	$100,000	$469
Optional Task 4.2: Development of Templates for Outreach and Education	$72,008	$0	$72,008	$338

Contractor Initials
Date 10.24.24

Allowance Task 4.4: Additional System Replacement Plan Requirements	$100,000	$0	$100,000	$469
Travel and ODC Allowance	$25,000	$0	$25,000	$117
Total Program Cost with Optional and Allowance Tasks	**$2,996,251**	**$999,564**	**$3,995,815**	**$18,759**

**** Additional allowance and optional tasks will require NHDES approval before any work is completed.**

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' written approval. Copies of marked-up invoices may be provided to the contractor.

Applicable billing rates are listed below.

Title	2022-2024 Rate/Hour	2025 Rate/Hour
Officer	$300	$347
Associate Vice President		$320
Senior Associate	$264	$276
Associate	$197	$212
Senior Principal Engineer	$163	$184
Senior Principal Scientist	$154	$170
Principal Engineer	$154	$174
Principal Scientist	$147	$170
Engineer/Assistant Engineer	$124	
Assistant Engineer I		$130
Assistant Engineer II		$145
Principal GIS Analyst		$169
Senior GIS Analyst		$129
GIS Analyst	$116	$121
Senior Principal Designer	$148	$158
Principal Designer	$130	$141
Designer	$118	
Tech Editor/Administrator	$78	$93
Technician/Intern	$66	$77

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

The billing address shall be as follows:

Attn: Stephanie Frechette
New Hampshire Department of Environmental Services

Contractor Initials _____
Date 10.24.24

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 10.24.24

CERTIFICATION OF VOTE OF AUTHORIZATION

Date: October 30, 2024

I hereby certify that a meeting of the Board of Directors of Hazen and Sawyer, P.C.,
Corporation

duly called and held at Phoenix, AZ, April 26, 2024 ,at which time a quorum
place and time

was present and acting, it was voted that Francis J. Ayotte, PE, the duly
name

qualified and acting Vice President of the Corporation , be and hereby is
title

authorized to execute and deliver for in behalf of the Corporation, a Contract with the State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

for Lead Service Line Inventory, Sampling Plan and Replacement Plan Contract,
purpose of contract

which Contract was presented to and made a part of the records of said meeting. I

further certify that said vote has not been repealed, rescinded, or amended.

A true copy of the record,

ATTEST:

Clerk of the Corporation

(CORPORATE SEAL)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HAZEN AND SAWYER, P.C. is a New York Professional Profit Corporation registered to transact business in New Hampshire on January 23, 2006. 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: **550921**

Certificate Number: **0006798961**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of October A.D. 2024.

David M. Scanlan

Secretary of State

HAZE&SA-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2024

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Casualty Company (CNA) A, XV	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036845683	3/29/2024	3/29/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036845635	3/29/2024	3/29/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		7036845652	3/29/2024	3/29/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2024	3/29/2025	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract VC # 355345-B001 – Develop Lead Service Line Inventory (LSLI), replacement Plan and Sampling Plan

The State of New Hampshire, Department of Environmental Services (NHDES) is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Automobile Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of New Hampshire, Department of Environmental Services (NHDES)
29 Hazen Drive
PO Box 95
Concord, NH 03302-0095

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HAZE&SA-01 KSUTTON

LOC #: 0

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough	NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

March 23, 2023

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

APPROVED G & C
DATE 12 April 2023
ITEM # 49

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Hazen and Sawyer, P.C. (VC # 355345-B001), New York, NY, in the amount of $2,996,251 in order to conduct a lead service line inventory, replacement and sampling plan project, effective upon approval by Governor and Council through January 1, 2025. 100% Federal Funds.

Funding is available in the account as follows.

	FY 2023
03-44-44-440010-2476-102-500731	$2,996,251

Department of Environmental Services, ARPA Program, Contracts for Program Services
Activity Code: 00FRF602WB4401N

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.

DES posted in September of 2022 a Request for Proposals (RFP) 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 DES personnel scored the proposals in terms of the proposal quality, cost, qualifications, experience, adequacy of approach and overall project understanding. The DES review team selected Underwood Engineers, Inc., Northeast GIS, LLC, Arcadis U.S., Inc., and Hazen and Sawyer, P.C. (Hazen and Sawyer) 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

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By

development of 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.

Hazen and Sawyer was selected to work with 213 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. Hazen and Sawyer will conduct the work in four main tasks that will include overall program management support, development of LSLI, preparation of updated sampling site plans and development of lead service line replacement plans.

The American Rescue Plan Act (ARPA) of 2021 is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states, and making investments in water, sewer, and broadband infrastructure. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

In the event that Federal funds are no longer available, general funds will not be requested to perform this work. This 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 NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Hazen and Sawyer, P.C.		1.4 Contractor Address 498 7th Avenue, New York, NY 10018	
1.5 Contractor Phone Number 857-305-4074	1.6 Account Unit and Class 03-44-44-440010-2476-102	1.7 Completion Date 01/01/2025	1.8 Price Limitation $2,996,251
1.9 Contracting Officer for State Agency Stephanie Nistico		1.10 State Agency Telephone Number 603-271-0867	
1.11 Contractor Signature PE Date: 3/15/2023		1.12 Name and Title of Contractor Signatory Francis J. Ayotte PE Associate 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:	

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By:

Contractor Initials PE
Date 3/15/2023

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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) 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.

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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.

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Exhibit A
Special Provisions

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

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

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

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

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

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

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of

Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

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

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

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

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

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a

manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

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

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

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

For purposes of this section:

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

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based

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products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

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

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

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

Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf.

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

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

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors

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

III. ***OTHER SPECIAL PROVISIONS***

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

1. ***Financial management.*** *The Contractor shall comply with 2 CFR part 200 Subpart D* and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

2. ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

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

4. ***Restrictions on Lobbying.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

6. ***Protection for Whistleblowers.*** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of

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a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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.

Hazen and Sawyer, P.C. (Hazen) 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. Hazen will be involved with a total of 213 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that Hazen will be providing services to).

The Scope of Services to be provided is described in Tasks 1 through 4 below, followed by Allowance Items for optional work if deemed necessary by NHDES. These Allowance and optional tasks will require approval by NHDES prior to any work being done.

Task 1: Program Management

Hazen's Scope of Work for Task 1 includes the following:

- Task 1.1: Project Management
- Task 1.2: Monthly Coalition Meetings
- Task 1.3: Regulatory Coordination
- Task 1.4: Training Materials

Task 1.1: Project Management

Provide contract administration services sufficient to meet contractual requirements, including coordinating, administering, and managing all work, preparing, tracking, and reviewing management information, progress reports, project requirements, and provide management actions needed to maintain budget and schedule.

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Task 1.2: Monthly LCRR Coalition Meetings

Monthly meetings will kickoff with a 2-hour in person meeting at a central New Hampshire Department of Environmental Services location. Following meetings will be 1.5 hours and held virtually. These meetings will provide a platform for the communities to engage in discussion regarding overall LCRR requirements, project task updates, and deadlines. The monthly meetings will provide a space for the communities to feel comfortable asking questions and to connect with each other. A total of 20 monthly meetings are carried for this task.

Task 1.3: Monthly Regulatory Coordination Meetings

Throughout the project, Hazen's management team will closely monitor USEPA and NHDES regulations and guidance related to the LCRR. Hazen shall conduct 1-hr monthly meetings with NHDES to provide opportunity to coordinate on LCRR regulatory requirements and discuss project tasks and deadlines. Hazen's management team will also attend NHDES and/or NHWWA meetings in which LCRR is a part of the subject matter. An executive summary of items discussed at these meetings, as well as an evaluation of the relevance to the program will be provided to the LCRR Coalition and uploaded onto the LCRR Coalition Website developed by Hazen.

Task 1.4: Training Materials

Training materials will be uploaded to the LCRR Coalition Website to provide a future resource for utility and NHDES staff. These trainings can also be made public as required by NHDES. If training sessions are conducted virtually, Hazen will incorporate virtual meeting tools such as real-time surveys/questionnaires and virtual breakout sessions to enhance participant engagement and discussion. Emerging needs and gaps in available guidance will be identified through discussions with NHDES staff.

Task 1 Meetings:

- Monthly LCRR Coalition Meetings (up to 20 total)
- Monthly Regulatory Coordination Meetings (up to 20 total)

Task 1 Deliverables:

- Project meeting agenda and minutes
- Executive Summary's following NHDES and NHWWA LCRR presentations (up to 24 total)
- LCRR Coalition website
- Virtual Training Materials (up to 6 total)

Task 2: Lead Service Line Inventory (LSLI)

Hazen will develop a customized LSLI for each system that is assigned to the LCRR Coalition. To meet system's needs over time, the LSLI will be a living, dynamic database that can be easily

updated as service line materials are verified. The LSLI must also be developed using accurate and defendable data sources as it will serve as the foundation for the remaining LCRR compliance program tasks.

Hazen's Scope of Work for Task 2 includes the following:

- Task 2.1: Development of LCRR Coalition Website
- Task 2.2: Gap Analysis and Records Research
- Task 2.3: Development of LSL Inventory (LSLI)
- Task 2.4: OPTIONAL TASK: Development of LSLI Dashboard
- Task 2.5: Population of NHDES DWGB LSLI Template
- Task 2.6: Service Line Material (SLM) Identification Program Action Plan
- Task 2.7: Data Management and Inventory Workshops

Task 2.1. Development of LCRR Coalition Website

Hazen will develop an LCRR Coalition Website to provide the utilities with a centralized location of resource and training materials. The website is also a location for the Coalition systems to access their view of the inventory and deadline schedules. This website is only for systems assigned to Hazen.

Task 2.2. Gap Analysis and Records Research

Hazen will assist with a gap analysis and records research to support the formation of the LSLI and capture the data required for populating the NHDES DWGB LSLI Template. The LCRR requires that water systems review a variety of records during the development of an LSLI. Hazen will work with utility personnel to complete their records review and assess available historical documentation.

The State of New Hampshire follows the IPC plumbing codes. In addition to the IPC codes, Hazen will research local county and city codes for local utilities within the LCRR Coalition. A timeline for designating non-lead materials We will work with water systems to identify data gaps requiring additional research.

Task 2.3. Development of Lead Service Line Inventory (LSLI)

Hazen will develop an LSLI that is data-point trackable and categorizes materials on both the public and privately-owned portions of each service line. The LSLI will be dynamic and hosted in cloud infrastructure, emphasizing accessibility, security, and the ability to be updated over time from multiple access points. The inventory data structure will be formatted based on the LSLI template developed by NHDES.

Task 2.4. LSLI Inventory Tools: Dashboard and Mobile Field App (Optional Task)

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2.4.1 Hazen can develop an interactive dashboard to provide real-time tracking of inventory development, service line identification and replacement, and likelihood/predictive modeling results. This tool would be intended for internal use by Hazen and LCRR Coalition medium sized water systems (greater than 350 connections) for project management purposes and would only be developed for communities interested in the project management features with the dashboard.

2.4.2 Hazen will develop a mobile field identification application for LCRR Coalition medium sized water systems (greater than 350 connections) to be used by field staff to verify service line materials during meter replacement efforts and ongoing CIP projects.

Task 2.5. Population of NHDES DWGB LSLI Template

Hazen will work with the LCRR Coalition communities to populate the inventory into the NHDES DWGB LSLI Template. Hazen will communicate with NHDES regularly and will continue to monitor the development of both federal and state LCRR guidance to ensure that system's inventories comply with all federal and state regulatory requirements. Fields within the NHDES template will be populated using data provided by systems, historical code research, and criteria used to designate non-lead material status (e.g. building construction dates). Gaps in data will be provided to utilities for future verification.

Hazen shall provide NHDES with sample data of a minimum of three (3) water systems as a pilot project. The purpose of the pilot LSLI systems will be to establish the most effective and efficient means and methods of completing the inventories for the other 213 water systems.

Task 2.6. Service Line Material (SLM) Identification Program Action Plan

Hazen will develop an action plan to help identify unknown service lines. Hazen will work with key utility staff to identify internal resources and establish a systematic approach to identifying service line materials within each system. The outcome of this exercise will be the development of standard operating procedures (SOPs) for service line material verification. This will include procedures and tools for data collection and storage, a prioritization strategy and index for field verification, as well as a list of customer education and outreach materials to engage customers in assisting with service line identification. The identification program will build upon both existing and future CIP projects for applicable systems, and prioritization will consider areas with the highest likelihood of containing lead and locations with sensitive or disadvantaged populations.

Task 2.7. Data Management and Inventory Workshops

Hazen will create a central cloud-hosted database to simplify data management, streamline inventory reporting, and provide an integrated tool for Hazen and LCRR Coalition water systems

to manage the SLM inventory over time. Hazen will depend on commercial off-the-shelf (COTS) Esri software and cloud infrastructure for data management. For security reasons, each community will be provided with a different view of the inventory filtered to their system, creating individual access points for each system in the LCRR Coalition.

Hazen will host the following workshops and meetings to aid in the development of LSL Inventories.

- Gap Analysis Workshop (virtual) – In compliance with LCRR, systems shall verify data sources on file that can be used to develop the inventory. Hazen will explain to LCRR coalition communities how to fill out the USEPA required data checkbox and review how to use the LCRR Coalition website to sign in and upload data.

- Individual Follow-up Meeting with Target Systems (virtual) - Hazen will review the data provided by systems and follow up with target systems on an as-need basis to gain institutional knowledge and fill in any necessary data gaps. An allowance of $25,000 is carried for Individual Follow-up Meetings.

- Small Group Meetings for Inventory Development (in-person) - After analyzing the provided utilities, Hazen will conduct small group meetings to review the results from the data gap analysis and provide an overview of Hazen's approach finalize the LSLI (up to 4 small group meetings).

- Unknown Material Identification Workshop (virtual) – Hazen shall review training materials for the LCRR Coalition to aid Operators with the implementation of "unknown" material identification methods and how to update the LSLI with new information.

Workshops will be recorded and uploaded onto the LCRR Coalition Website for future reference.

Task 2 Deliverables:

- Data Request (Data will be uploaded to the HUB by each community)
- Lead Service Line Inventory (LSLI)
- Populated NHDES Templates
- SLM Identification Program Action Plan
- LSLI Training documents and videos
- LCRR Coalition Website
- OPTIONAL TASK: LSLI Inventory Dashboard
- OPTIONAL TASK: Electronic Field Identification Tool
- Inventory Workshops and Meetings (agenda and slides):
    - Gap analysis workshop (1 virtual workshop)
    - Individual System Meeting for Inventory (virtual, allowance up to $25,000)
    - Small Group Meetings (in-person, up to 4)

Contractor Initials
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- Unknown Material Identification Workshop (1 virtual workshop)

Task 3: Sampling Site Plans (SSP)

The LCRR includes new tier criteria for tap sample site selection and new procedures for compliance sample collection. Systems will be required to return to standard monitoring with two 6-month rounds of sampling starting in 2025, increasing the quantity of sample collection. A Sample Site Plan (SSP) will be developed to identify sample sites (including lead and copper compliance, schools, and childcare facilities) and establish SOPs for sample collection and tracking, data storage and reporting, and public notification. The SSP will cover community water systems and non-transient non-community water systems across a range of sizes.

The LSLI will serve as the primary data source for the SSP. It will include data fields (as available) for determining site tier designations such as service line material, building type, and the presence of a lead gooseneck or connector. For systems using a centralized GIS solution to host the inventory, identification of sample sites can be expedited using a script that reads from the database to generate sample sites for the LCRR coalition. Building upon SLM findings, Hazen will develop a prioritized dataset of eligible LCR tap sampling sites, including customer contact information when available, for sampling-related outreach.

Tracking customer contact information will streamline customer outreach efforts by communities related to compliance sampling. Additionally, Hazen will develop an updated tap sampling standard operating procedure (SOP) to guide sampling efforts by each community under the LCRR.

Hazen's Scope of Work for Task 3 includes the following:

- Task 3.1 Sampling Site Identification
- Task 3.2 Sample Collection Procedures
- Task 3.3 OPTIONAL TASK: School and Childcare Facility Sampling
- Task 3.4 Sample Site Plan

Task 3.1. Sampling Site Identification (Compliance Sampling)

The LCRR tier criteria will focus on sampling sites with LSLs and galvanized iron service lines. Using results from the LSLI, Hazen will provide recommendations for revising each community's LCR compliance sites to reflect the new LCRR tiered structure.

Hazen will provide the following services:

- Evaluate existing LCR sample site list and prioritize historical sampling sites that meet updated tier criteria for sampling.

- Using results from the LSLI; if any lead service lines (LSLs) or galvanized lines downstream of a lead service line or connector are identified, a prioritized list of sampling sites meeting requirements for Tier 1-3 sites will be developed.
- Identify sampling sites as needed from historical sampling sites that are expected to meet Tier 4 or Tier 5 criteria when insufficient Tier 1-3 sites are available from the LSLI.
- Hold a virtual meeting with the LCRR Coalition to present the sample site identification process. Each community will be provided their draft sample sites for review and comments. Input received from each community will be addressed prior to finalizing the sample sites.

Task 3.2. Sample Collection Procedures (Compliance Sampling)

The LCRR introduces several changes to compliance sampling procedures, including requirements for fifth- liter sampling at sites with LSLs. Hazen will prepare an LCRR tap sampling SOP to guide compliance sampling and account for first and fifth-liter sample collection per LCRR requirements.

Hazen will provide the following services:

- Prepare a tap sampling SOP document that defines the procedures for customer outreach, laboratory coordination, sample collection, customer notification, and regulatory reporting. The SOP will cover fifth-liter sampling for sites with LSLs or galvanized requiring replacement (GRR) and first-draw sampling for other sites. The SOP will include requirements for sample kit preparation and distribution. It is anticipated that one SOP will be prepared to cover all systems. This material will be uploaded to the LCRR Coalition Website.
- Prepare customer sampling instructions meeting LCRR requirements. It is anticipated that the instructions will contain fields for customer data collection to provide quality assurance for customer-collected samples.
- Hold a workshop to review the draft tap sampling SOP. This will be recorded and uploaded to the LCRR Coalition Website for future reference.

Task 3.3. Sampling of Schools and Childcare Facilities (Optional Task)

Hazen will conduct a comparison analysis of current school and childcare sampling requirements in the State of New Hampshire and upcoming LCRR requirements for sampling of schools and childcare facilities. Based on the results from this analysis, Hazen will develop a sampling SOP to guide sampling and communication efforts if schools and childcare facilities are present. The identification of schools and childcare facilities will be based upon results from the LSLI and information provided by individual water systems.

Task 3.4 Sample Site Plan Allowance

Contractor Initials
Date 03/9/2023

This task includes additional engineering services as needed to assist LCRR Coalition communities to complete the Sample Site Plan requirements per USEPA regulation.

Task 3 Deliverables:

This task includes the following primary deliverables. For each deliverable, QAQC review will be performed by key technical staff within Hazen.

- Prioritized sample site list
- Sample site identification process results meeting agenda and minutes
- Tap Sampling SOP
- Customer sampling request letter and sampling instructions
- Tap Sampling SOP Workshop agenda and minutes.
- OPTIONAL TASK: List of schools and childcare facilities for each system requiring LCRR testing (primary schools and licensed childcare facilities)
- OPTIONAL TASK: School and Childcare Facility Sampling SOP. The SOP will define the outreach process, process to confirm list of facilities in service area, laboratory coordination, sample collection protocol, reporting procedures, and tracking of additional sampling requests

Task 4: Lead Service Line Replacement (LSLR) Plan (Allowance)

Hazen will develop an LSL Replacement (LSLR) plan template for applicable systems. The LSLR plan template will include all LCRR required items and will address customer outreach, funding strategies, and protocols to streamline to LSL replacement and post replacement (flushing and filter) efforts. Where applicable, Hazen will look for opportunities to integrate LSL replacements with planned capital improvement projects, and will employ proven prioritization strategies that target LSL replacements in disadvantaged neighborhoods and sensitive populations.

Guidance materials will be provided to the LCRR Coalition with information on submitting LSLR plans. A training video will be provided and uploaded to the LCRR Coalition website. Customizable template for outreach material can also be provided on the website for staff from the LCRR Coalition to access.

Hazen's Scope of Work for Task 4 includes the following:

- Task 4.1 Development of LSL Replacement Plan Template and Final LSLR Plan
- Task 4.2 OPTIONAL TASK: Development of Templates for Outreach and Education
- Task 4.3 OPTIONAL TASK: Funding Assistance
- Task 4.4 LSL Replacement Plan General Allowance

Contractor Initials
Date 03/08/2023

Task 4.1. Development of LSL Replacement Plan

Hazen will conduct an LSL Replacement Plan workshop with the LCRR Coalition to provide systems with an overview of regulatory requirements. A standard LSL Replacement plan will be provided to those systems that are required to submit an LSL Replacement Plan to NHDES. The plan will include recommended strategies and procedures for identifying service line materials, developing a prioritization strategy, conducting a full lead service line replacement, determining LSL replacement goal rates, procedures for customers to conduct a high-velocity flush following a replacement, as well as customer communication and funding strategies to support the LSL Replacement program.

The LSLR plan template will be provided to each utility for input on individual utility requirements and needs (such as funding and legal strategies). After submitting a draft of the LSLR plan to participating communities, Hazen will host a virtual workshop to review LSLR requirements and necessary information that will be needed for completion. This will provide a platform for utilities to ask questions and determine additional information needs and sources. Participating utilities will be required to fill in the LSLR template with all necessary information and submit to Hazen through the LCRR Coalition website for finalization.

Hazen will review the completed LSLR plan template and provide a final LSLR plan to each participating utility for NHDES regulatory submission.

Task 4.2. Development of Templates for Outreach and Educational Materials (optional task)

Hazen can support communities in developing effective messaging that influences program participation, focusing on project needs, interesting and/or invasive project activities, and project benefits to participating customers. Hazen will provide education and outreach to assist LCRR compliance focusing on broad community communication and targeted communication.

Task 4.3. Funding Assistance (optional task)

Hazen will work closely with the LCRR Coalition, NHDES, and USEPA to develop a strategy to weigh the benefits and risks of all viable sources of grant funding and financing identified during the planning phase. This step includes analyzing the total program cost, including costs associated with federal cross-cutting requirements, cashflow modeling, and comparing relative changes to rates under various funding scenarios. The funding strategy would include cases where private-side replacements trigger public-side replacement of upstream LSL. Hazen will identify all potentially viable sources of funding to consider in the funding strategy.

Task 4.4 LSL Replacement Plan General Allowance

This task includes additional engineering services as-needed to assist LCRR Coalition communities to complete the LSL Replacement Plan requirements per USEPA.

Contractor Initials
Date 08/13/2023

Task 4 Deliverables:

This task includes the following primary deliverables. For each deliverable, QAQC review will be performed by key technical staff within Hazen.

- LSLR Template
- Final LSLR Plan for Participating Utilities
- LSL Workshop Presentation and Training Materials
- OPTIONAL TASK: Templates for Outreach and Educational Materials for both Broad and Targeted Customer Outreach
- OPTIONAL TASK: Funding Strategy Identification and Implementation Plan
- OPTIONAL TASK: Funding Application Support

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 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. The budget for this project is not to exceed $2,996,251. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

Task	Total Cost	Cost Per System (216 systems)
Total Base Cost for Tasks 1-4	$2,257,885	$10,453
**Additional Allowance and Optional Tasks:		
Allowance Task 2.3: Individual System Meetings and LSL Inventory Development	$25,000	$116
Optional Task 2.4: Development of SLM Dashboards	$209,964	$972
Optional Task 3.3: Sampling of Schools and Childcare Facilities	$35,920	$166
Allowance Task 3.4: Sample Sites Plan	$100,000	$463
Optional Task 4.2: Development of Templates for Outreach and Education	$72,008	$333
Optional Task 4.3: Funding Assistance	$170,474	$789
Allowance Task 4.4: Additional System Replacement Plan Requirements	$100,000	$463
Travel and ODC Allowance	$25,000	$116
Total Program Cost with Optional and Allowance Tasks	**$2,996,251**	**$13,872**

**** Additional allowance and optional tasks will require NHDES approval before any work is completed.**

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

Contractor Initials _____
Date 03/08/2023

exceeded without NHDES' written approval. Copies of marked-up invoices may be provided to the contractor.

Applicable billing rates are listed below.

Title	2022-2023 Rate/Hour
Officer	$300
Senior Associate	$264
Associate	$197
Senior Principal Engineer	$163
Senior Principal Scientist	$154
Principal Engineer	$154
Principal Scientist	$147
Engineer/Assistant Engineer	$124
GIS Analyst	$116
Senior Principal Designer	$148
Principal Designer	$130
Designer	$118
Tech Editor/Administrator	$78
Technician/Intern	$66

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 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 JA
Date 03/08/2023

CERTIFICATION OF VOTE OF AUTHORIZATION

Date: March 6, 2023

I hereby certify that a meeting of the Board of Directors of Hazen and Sawyer, P.C.,
Corporation

duly called and held at Tampa, Florida, April 22, 2022 ,at which time a quorum
place and time

was present and acting, it was voted that Francis J. Ayotte, PE, the duly
name

qualified and acting Associate Vice President of the Corporation , be and hereby is
title

authorized to execute and deliver for in behalf of the Corporation, a Contract with the State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

for Lead Service Line Inventory, Sampling Plan and Replacement Plan Contract,
purpose of contract

which Contract was presented to and made a part of the records of said meeting. I

further certify that said vote has not been repealed, rescinded, or amended.

A true copy of the record,

ATTEST:

Clerk of the Corporation

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 6th day of March in the year 2023, before me, the undersigned notary public, personally appeared William Crayon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Clerk of Hazen and Sawyer, P.C., and that by his signature on the instrument, the individual executed the instrument.

WITNESS my hand and official seal; this 6th day of March 2023.

Yin Ling Chiu
Notary Public, State of New York
Qualified in Richmond County
My Commission Expires: 08/31/2023

YIN LING CHIU
Notary Public, State of New York
No. 01CH6329780
Qualified in Richmond County
Term Expires August 31, 2021

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 HAZEN AND SAWYER, P.C. is a New York Professional Profit Corporation registered to transact business in New Hampshire on January 23, 2006. 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: 550921

Certificate Number : 0006137669

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of March A.D. 2023.

David M. Scanlan

Secretary of State

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2023

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : Continental Casualty Company (CNA) A, XV	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036845683	3/29/2023	3/29/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7036845635	3/29/2023	3/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7036845652	3/29/2023	3/29/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LEAD SERVICE LINE INVENTORY, SAMPLING PLAN AND REPLACEMENT PLAN CONTRACT

The State of New Hampshire, Department of Environmental Services (NHDES) is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Automobile Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of New Hampshire, Department of Environmental Services (NHDES)
29 Hazen Drive
PO Box 95
Concord, NH 03302-0095

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough	NAMED INSURED Hazen and Sawyer, 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 — NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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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

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

EPAID	CAT	SYSTEM NAME	TOWN	COUNTY	POP	CONNECTIONS	LSLI Consultant
0381010	MCW	CARROLL WATER WORKS	CARROLL	Coos	875	350	Hazen
0751010	MCW	ENFIELD WATER DEPT	ENFIELD	Grafton	1345	460	Hazen
0811010	MCW	FARMINGTON WATER DEPT	FARMINGTON	Strafford.	3250	1146	Hazen
0841010	LCW	FRANCONIA VILLAGE WATER	FRANCONIA	Grafton	535	214	Hazen
0841020	LCW	MITTERSILL WATER DEPT	FRANCONIA	Grafton	475	112	Hazen
1101010	LCW	PRECINCT OF HAVERHILL CORNER	HAVERHILL	Grafton	540	192	Hazen
1101020	LCW	NO HAVERHILL WATER AND LIGHT	HAVERHILL	Grafton	725	290	Hazen
1121010	MCW	COGSWELL SPRINGS WATER WORKS	HENNIKER	Merrimack	2500	530	Hazen
1131010	LCW	HILL WATER WORKS	HILL	Merrimack	350	139	Hazen
1221010	MCW	JAFFREY WATER WORKS	JAFFREY	Cheshire	3800	1525	Hazen
1361010	LCW	LISBON WATER DEPT	LISBON	Grafton	1010	379	Hazen
1381010	MCW	LITTLETON WATER AND LIGHT DEPT	LITTLETON	Grafton	6010	1680	Hazen
1521010	MCW	MEREDITH WATER DEPT	MEREDITH	Belknap	3750	1216	Hazen
1691010	MCW	NEW HAMPTON VILLAGE PCT	NEW HAMPTON	Belknap	600	125	Hazen
1741010	MCW	NEWPORT WATER WORKS	NEWPORT	Sullivan	5000	1597	Hazen
1781010	MCW	GROVETON WATER SYS	NORTHUMBERLAND	Coos	2650	765	Hazen
1921010	LCW	PLAINFIELD VILLAGE WATER DIST	PLAINFIELD	Sullivan	284	118	Hazen
1971010	MCW	RAYMOND WATER DEPT	RAYMOND	Rockingham	3300	1200	Hazen
2301010	LCW	N SWANZEY WATER AND FIRE PRCT	SWANZEY	Cheshire	1400	434	Hazen
2361010	MCW	TROY WATER WORKS	TROY	Cheshire	1200	461	Hazen
2501010	LCW	WHITEFIELD WATER	WHITEFIELD	Coos	1640	660	Hazen
1061010	MCW	HANCOCK WATER WORKS	HANCOCK	Hillsborough	413	197	Hazen
2401020	LCW	N WALPOLE VILLAGE DISTRICT/LOW (and 2401030)	Walpole	Cheshire	625	300	Hazen
1581010	LCW	MILTON WATER DIST	MILTON	Strafford	800	423	Hazen

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1141020	LCW	EMERALD LAKE	HILLSBOROUGH	Hillsborough	1300	528	Hazen
1191010	MCW	CONTOOCOOK VILLAGE PCT	HOPKINTON	Merrimack	1600	595	Hazen
2011010	MCW	ROLLINSFORD WATER SEWER DIST	ROLLINSFORD	Strafford	1688	639	Hazen
1141010	MCW	HILLSBOROUGH WATER WORKS	HILLSBOROUGH	Hillsborough	2000	907	Hazen
1291010	MCW	LANCASTER WATER DEPT	LANCASTER	Coos	2450	975	Hazen
2351010	MCW	TILTON NORTHFIELD WATER DIST	NORTHFIELD	Merrimack	2500	975	Hazen
1941010	MCW	PLYMOUTH VLG WATER AND SEWER	PLYMOUTH	Grafton	6300	985	Hazen
1151010	LCW	NORTH HINSDALE WATER DEPT (and 1151020)	HINSDALE	Cheshire	3400	1000	Hazen
0921010	MCW	GORHAM WATER AND SEWER DEPT (and 0921020)	GORHAM	Coos	2685	1074	Hazen
2571020	MCW	WOODSTOCK WATER DEPT	WOODSTOCK	Grafton	2950	1180	Hazen
0161020	LCW	LOWER BARTLETT WATER PCT	BARTLETT	Carroll	3800	1356	Hazen
0951010	MCW	VILLAGE DIST OF EASTMAN	GRANTHAM	Sullivan	3400	1358	Hazen
1101050	SCW	MOUNTAIN LAKES WATER DEPT	HAVERHILL	Grafton	787	320	Hazen
0043050	MHP	BEAR VIEW CROSSING	ALLENSTOWN	Merrimack	309	312	Hazen
0993020	MHP	GREENVILLE EST VILLAGE DIST	GREENVILLE	Hillsborough	472	189	Hazen
1583010	MHP	PINELAND PARK	MILTON	Strafford	425	170	Hazen
2003030	MHP	PARADISE ESTATES	ROCHESTER	Strafford	405	162	Hazen
0043040	MHP	CATAMOUNT HILL	ALLENSTOWN	Merrimack	383	153	Hazen
1403030	MHP	FREEDOM HILL/PINE RIDGE EST	LOUDON	Merrimack	370	148	Hazen
0773010	MHP	KINGS TOWNE MHP	EPSOM	Merrimack	350	140	Hazen
0752020	CON	LAKEVIEW CONDOS	ENFIELD	Grafton	328	131	Hazen
2003040	MHP	STONY BROOK	ROCHESTER	Strafford	167	127	Hazen
2303010	MHP	PINE GROVE MOBILE HOME PARK	SWANZEY	Cheshire	305	122	Hazen
0753030	SFR	LOWER SHAKER VILLAGE	ENFIELD	Grafton	263	105	Hazen

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2191020	SCW	W STEWARTSTOWN WATER PCT	STEWARTSTOWN	Coos	428	105	Hazen
0153060	MHP	EMERALD ACRES	BARRINGTON	Strafford	250	100	Hazen
1402020	SRH	VILLAGES AT LOUDON	LOUDON	Merrimack	250	100	Hazen
2303020	MHP	VIEW POINT COOP	SWANZEY	Cheshire	248	99	Hazen
0603010	MHP	LONGWOODS MHP	DEERING	Hillsborough	245	98	Hazen
0043020	MHP	OLDE TOWNE	ALLENSTOWN	Merrimack	243	97	Hazen
1203010	MHP	HUDSON MOBILE HOME ESTS	HUDSON	Hillsborough	220	95	Hazen
1901010	SCW	PITTSBURG WATER DEPT	PITTSBURG	Coos	233	93	Hazen
0151010	SCW	SWAINS LAKE VILLAGE WATER	BARRINGTON	Strafford	227	92	Hazen
2413010	MHP	PLEASANT LAKE MHP	WARNER	Merrimack	218	88	Hazen
2003020	MHP	ACORN TERRACE	ROCHESTER	Strafford	215	86	Hazen
1652020	SFR	CHALK POND WATER	NEWBURY	Merrimack	208	83	Hazen
2452040	CON	COLLINS LANDING	WEARE	Hillsborough	180	82	Hazen
2301020	LCW	WEST SWANZEY WATER	SWANZEY	Cheshire	203	81	Hazen
1193010	MHP	THE MEADOWS	HOPKINTON	Merrimack	200	80	Hazen
1333020	MHP	PINE KNOLL VILLAGE	LEE	Strafford	200	80	Hazen
1993010	MHP	MONADNOCK TENANTS	RINDGE	Cheshire	200	80	Hazen
2452030	SCW	SOUTH WEARE WATER	WEARE	Hillsborough	200	80	Hazen
0153050	MHP	BARRINGTON MOBILE HOME ESTATES	BARRINGTON	Strafford	198	79	Hazen
0212020	CON	MOUNTAINSIDE AT CROTCHED MTN	BENNINGTON	Hillsborough	180	72	Hazen
2302050	CON	FOREST VIEW ESTATES	SWANZEY	Cheshire	180	72	Hazen
0153040	MHP	LEE OAK COOPERATIVE	BARRINGTON	Strafford	163	69	Hazen
0781010	SCW	ERROL WATER WORKS/WEST	ERROL	Coos	183	69	Hazen
1722010	CON	SEASONS AT LAKE SUNAPEE	NEW LONDON	Merrimack	153	66	Hazen
2533010	MHP	SOUTH PARRISH	WINCHESTER	Cheshire	140	63	Hazen
0831010	SCW	FRANCESTOWN VILLAGE WATER	FRANCESTOWN	Hillsborough	150	60	Hazen
1193030	MHP	DEER MEADOWS	HOPKINTON	Merrimack	150	60	Hazen
1403010	MHP	KOS MANUFACTURED HOUSING CMNTY	LOUDON	Merrimack	137	55	Hazen
0753020	MHP	LAKESIDE COOPERATIVE	ENFIELD	Grafton	136	54	Hazen

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1173020	MHP	PITARYS MOBILE HOME PARK/WEST	HOLLIS	Hillsborough	135	54	Hazen
0692020	SFR	STAGECOACH FARMS	DURHAM	Strafford	167	53	Hazen
0773030	MHP	SHELTERING PINES MHP	EPSOM	Merrimack	125	53	Hazen
0694010	HOM	BROOKDALE SPRUCE WOOD	DURHAM	Strafford	225	52	Hazen
1202010	APT	FRANCOEUR APT/HUDSON MOTOR INN	HUDSON	Hillsborough	58	51	Hazen
1713010	MHP	FREEDOM POND	NEW IPSWICH	Hillsborough	104	51	Hazen
1831010	SCW	ORFORD VILLAGE DIST	ORFORD	Grafton	128	51	Hazen
2533020	MHP	GREEN VALLEY MOBILE HOME PARK	WINCHESTER	Cheshire	127	51	Hazen
0774030	SRH	MEADOW BROOK	EPSOM	Merrimack	75	50	Hazen
1323020	MHP	MASCOMA MEADOWS	LEBANON	Grafton	125	50	Hazen
0153030	MHP	BARRINGTON OAKS	BARRINGTON	Strafford	123	49	Hazen
1172020	SRH	RUNNELLS LANDING	HOLLIS	Hillsborough	74	49	Hazen
1852040	APT	PELHAM TOWNHOMES	PELHAM	Hillsborough	123	49	Hazen
1852060	APT	HIGHLAND ESTATES APARTMENTS	PELHAM	Hillsborough	120	48	Hazen
0073030	SFR	RIDGEWOOD ESTATES	AMHERST	Hillsborough	115	47	Hazen
0771020	SRH	KINGS GRANT	EPSOM	Merrimack	71	47	Hazen
0832010	SFR	CROTCHED MOUNTAIN MNTNC	FRANCESTOWN	Hillsborough	115	46	Hazen
0912050	SFR	MT LAUREL ESTATES	GOFFSTOWN	Hillsborough	115	46	Hazen
1852130	SFR	GARLAND WOODS	PELHAM	Hillsborough	115	46	Hazen
2453020	MHP	KUNCANOWET HILLS MOBILE HOME	WEARE	Hillsborough	75	46	Hazen
0152090	SFR	PEPPERIDGE WOODS	BARRINGTON	Strafford	113	45	Hazen
0912040	SFR	BRIAR COURT ESTATES	GOFFSTOWN	Hillsborough	113	45	Hazen
2302040	SFR	EASTFIELD CROSSING	SWANZEY	Cheshire	113	45	Hazen
2453010	MHP	SUGAR HILL MANOR MHP	WEARE	Hillsborough	76	44	Hazen
0912020	CON	ORCHARD HIGHLANDS	GOFFSTOWN	Hillsborough	105	42	Hazen

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1852150	SRH	LANDMARK ESTATES CONDOS	PELHAM	Hillsborough	105	42	Hazen
2422010	SCW	SOUTH MAIN STREET WATER DIST	WARREN	Grafton	200	42	Hazen
2212010	SFR	BOW LAKE ESTATES	STRAFFORD	Strafford	95	41	Hazen
1482010	CON	MARLBOROUGH ESTATES	MARLBOROUGH	Cheshire	100	40	Hazen
1603010	MHP	ROLLING ACRES MHP	MONT VERNON	Hillsborough	100	40	Hazen
1762010	CON	HIGHLANDS VILLAGE DISTRICT	NORTHFIELD	Merrimack	100	40	Hazen
2302010	APT	ASHUELOT RIVER APTS	SWANZEY	Cheshire	100	40	Hazen
2572010	CON	JACK O LANTERN CONDOS	WOODSTOCK	Grafton	98	38	Hazen
0493020	MHP	MOUNTAIN VIEW PARK ESTATES	COLUMBIA	Coos	90	36	Hazen
1173010	MHP	PITARYS MOBILE HOME PARK/EAST	HOLLIS	Hillsborough	90	36	Hazen
1193020	MHP	ELM BROOK VILLAGE	HOPKINTON	Merrimack	90	36	Hazen
2002020	APT	PROFILE APARTMENTS	ROCHESTER	Strafford	90	36	Hazen
2462050	SCW	PILLSBURY LAKE/PENINSULA	WEBSTER	Merrimack	90	36	Hazen
1431010	SCW	LYME WATER	LYME	Grafton	283	34	Hazen
1652050	SRH	NEWBURY ELDERLY HOUSING	NEWBURY	Merrimack	51	34	Hazen
1672020	SFR	COPPLE CROWN VILLAGE DISTRICT	NEW DURHAM	Strafford	80	34	Hazen
0261010	LCW	BOW MUNICIPAL WATER SYSTEM	BOW	Merrimack	99	33	Hazen
1402030	SRH	VOA/NNE SENIOR HOUSING	LOUDON	Merrimack	50	33	Hazen
2004010	SRH	INN AT SECRETARIAT ESTATES	ROCHESTER	Strafford	54	33	Hazen
0171010	SCW	BATH VILLAGE WATER WORKS	BATH	Grafton	136	31	Hazen
1852110	SRH	PARADISE ESTATES CONDOMINIUM	PELHAM	Hillsborough	47	31	Hazen
0212010	CON	SOUTH FACE CONDOS	BENNINGTON	Hillsborough	60	30	Hazen
0262040	SRH	COTTAGES AT WINDCHIMES	BOW	Merrimack	75	30	Hazen
0993030	MHP	FROST TRAILER PARK	GREENVILLE	Hillsborough	73	30	Hazen

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1403020	MHP	PRESIDENTIAL PINES/UPPER	LOUDON	Merrimack	60	30	Hazen
1852140	SRH	LONG POND WOODS	PELHAM	Hillsborough	45	30	Hazen
2462040	SCW	PILLSBURY LAKE/FRANKLIN PIERCE	WEBSTER	Merrimack	75	30	Hazen
0262010	SFR	EVERGREEN DRIVE WATER	BOW	Merrimack	80	29	Hazen
1123020	MHP	WOOD HILL VILLAGE	HENNIKER	Merrimack	91	29	Hazen
1913010	MHP	GRIGGS MOBILE HOMES	PITTSFIELD	Merrimack	73	29	Hazen
0072090	SRH	CONNOR COURT	AMHERST	Hillsborough	51	28	Hazen
1172030	SRH	SILVER LAKE ESTATES	HOLLIS	Hillsborough	56	28	Hazen
1332020	APT	DARBY FIELD COMMONS	LEE	Strafford	70	28	Hazen
0773020	MHP	COLBY BROOK ESTATES	EPSOM	Merrimack	68	27	Hazen
1781030	SCW	LOST NATION WATER	NORTHUMBERLAND	Coos	65	26	Hazen
0821020	SCW	FITZWILLIAM VILLAGE/LAUGHNER	FITZWILLIAM	Cheshire	65	25	Hazen
1403040	MHP	PRESIDENTIAL PINES/LOWER	LOUDON	Merrimack	51	25	Hazen
1563020	MHP	FAIRHAVEN MOBILE HOME PARK	MILFORD	Hillsborough	63	25	Hazen
1763010	MHP	SODA BROOK	NORTHFIELD	Merrimack	62	25	Hazen
0152060	APT	OYSTER RIVER APTS EAST/WEST	BARRINGTON	Strafford	60	24	Hazen
0153020	MHP	HALCYON HILL	BARRINGTON	Strafford	58	24	Hazen
0692010	SFR	JOHNSON CREEK	DURHAM	Strafford	50	24	Hazen
0974010	HOM	GREENFIELD COMMONS	GREENFIELD	Hillsborough	48	24	Hazen
1176010	APT	HOLLIS VILLAGE MARKET PLACE	HOLLIS	Hillsborough	36	24	Hazen
1323030	MHP	OLYMPIC MOBILE HOME VILL/UPPER	LEBANON	Grafton	48	24	Hazen
1333060	MHP	PACKERS FALLS VILLAGE	LEE	Strafford	60	24	Hazen
1553010	MHP	DEER ESTATES	MILAN	Coos	60	24	Hazen
1852100	SRH	BOULDER HILLS	PELHAM	Hillsborough	39	24	Hazen
1992020	APT	DUNBAR PROPERTIES	RINDGE	Cheshire	40	24	Hazen
1992070	SRH	PAYSON VILLAGE	RINDGE	Cheshire	54	24	Hazen

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2223010	MHP	PLEASANT VALLEY PARK ESTATES	STRATFORD	Coos	65	24	Hazen
0753010	MHP	WILSONS MHP	ENFIELD	Grafton	58	23	Hazen
1712010	APT	APPLETON GARDENS	NEW IPSWICH	Hillsborough	57	23	Hazen
0972010	LCW	CROTCHED MOUNTAIN REHAB CENTER	GREENFIELD	Hillsborough	750	22	Hazen
1333030	MHP	EVERGREEN TERRACE	LEE	Strafford	45	22	Hazen
1852080	APT	OLD LAWRENCE ROAD	PELHAM	Hillsborough	25	22	Hazen
0072080	CON	GOWING WOODS	AMHERST	Hillsborough	53	21	Hazen
0212030	CON	BIRCHES OF BENNINGTON	BENNINGTON	Hillsborough	52	21	Hazen
1332010	CON	OYSTER RIVER CONDOS	LEE	Strafford	53	21	Hazen
2512010	SFR	POUND ROAD WATER WORKS	WILMOT	Merrimack	53	21	Hazen
0052010	SRH	PAPERMILL VILLAGE	ALSTEAD	Cheshire	24	20	Hazen
0153010	MHP	GREEN HILLS MHP	BARRINGTON	Strafford	50	20	Hazen
0262030	SFR	BELA BROOK WATER	BOW	Merrimack	50	20	Hazen
1992040	CON	HAMPSHIRE COURT WATER	RINDGE	Cheshire	50	20	Hazen
2192020	APT	NORTHERN VIEW APARTMENTS	STEWARTSTOWN	Coos	50	20	Hazen
2223020	MHP	NORTH STRATFORD MHP	STRATFORD	Coos	50	20	Hazen
2421010	SCW	GLENCLIFF IMPROVEMENT	WARREN	Grafton	50	20	Hazen
2552010	DOM	WEDIKO SCHOOL	WINDSOR	Hillsborough	280	20	Hazen
0603020	MHP	JOHNSON CITY MHP	DEERING	Hillsborough	45	19	Hazen
1562040	SFR	HERITAGE WAY	MILFORD	Hillsborough	48	19	Hazen
2001030	SCW	ROCHESTER CONSECUTIVE WTR SYS	ROCHESTER	Strafford	171	19	Hazen
0152010	APT	ELLISON FARM APTS	BARRINGTON	Strafford	45	18	Hazen
0152050	APT	BARRINGTON HILLS APTS/UPPER	BARRINGTON	Strafford	43	18	Hazen
0821030	SCW	FITZWILLIAM VILLAGE/MASSIN	FITZWILLIAM	Cheshire	53	18	Hazen
1323040	MHP	CURRIERS MHP	LEBANON	Grafton	24	18	Hazen
0053010	MHP	WELL HILL	ALSTEAD	Cheshire	43	17	Hazen

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1712040	SFR	WILDER VILLAGE CLUSTER	NEW IPSWICH	Hillsborough	45	17	Hazen
1992050	APT	CARRIAGE APTS	RINDGE	Cheshire	43	17	Hazen
2003090	MHP	WESTWIND ESTATES II	ROCHESTER	Strafford	18	17	Hazen
0272010	APT	FISHERFIELD TOWNHOUSES	BRADFORD	Merrimack	40	16	Hazen
0374010	APT	CANTERBURY SPRUCES HOUSING	CANTERBURY	Merrimack	25	16	Hazen
1323050	MHP	OLYMPIC MOBILE HOME VILL/LOWER	LEBANON	Grafton	32	16	Hazen
2002040	CON	MEADOWBROOK VILLAGE	ROCHESTER	Strafford	40	16	Hazen
2281010	SCW	SURRY VILLAGE WATER	SURRY	Cheshire	50	16	Hazen
0152020	APT	OLD STAGE COACH ARMS	BARRINGTON	Strafford	35	15	Hazen
0152030	APT	BARRINGTON HILLS APTS/LOWER	BARRINGTON	Strafford	38	15	Hazen
1432010	APT	POND VIEW APARTMENTS	LYME	Grafton	23	15	Hazen
1672010	MHP	MANITOOS SHORES	NEW DURHAM	Strafford	31	15	Hazen
1852090	SFR	SIMPSON MILL ROAD	PELHAM	Hillsborough	35	15	Hazen
1862010	SFR	MEETING HOUSE WATER	PEMBROKE	Merrimack	35	15	Hazen
1333010	MHP	HILL ACRES TRAILER PARK	LEE	Strafford	35	14	Hazen
1767020	SFR	CANTERBURY CROSSINGS	NORTHFIELD	Merrimack	35	14	Hazen
2001020	MHP	COUNTRY RIDGE MOBILE HOME PARK	ROCHESTER	Strafford	25	14	Hazen
0823010	MHP	20 JAFFREY RD	FITZWILLIAM	Cheshire	32	13	Hazen
0821010	SCW	FITZWILLIAM VILLAGE/PRIGGE	FITZWILLIAM	Cheshire	43	12	Hazen
1332040	APT	CEDAR WOOD ESTATES	LEE	Strafford	30	12	Hazen
1402010	APT	FLINTLOCK APTS	LOUDON	Merrimack	30	12	Hazen
2002050	SFR	GRANDVIEW ESTATES	ROCHESTER	Strafford	30	12	Hazen
0224010	HOM	GLENCLIFF HOME FOR THE ELDERLY	BENTON	Grafton	230	11	Hazen
0453020	MHP	ROBINSONS MHP/UPPER	CHICHESTER	Merrimack	26	11	Hazen
1102020	SFR	FRENCH POND ESTATES	HAVERHILL	Grafton	25	10	Hazen
1332030	CON	GREYSTONE COMMONS	LEE	Strafford	25	10	Hazen

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1456020	APT	MADBURY WOODS APARTMENTS	MADBURY	Strafford	30	10	Hazen
1472030	CON	ROCKWOOD TERRACE CONDOS	MANCHESTER	Hillsborough	25	10	Hazen
1107030	DOM	OLIVERIAN SCH	HAVERHILL	Grafton	76	6	Hazen
2494010	MCW	CHESHIRE COUNTY COMPLEX	WESTMORELAND	Cheshire	380	6	Hazen
0774010	HOM	EPSOM HEALTHCARE CTR	EPSOM	Merrimack	226	2	Hazen
1862030	APT	BOROUGH RD APARTMENTS	PEMBROKE	Merrimack	30	2	Hazen
1334010	HOM	KIRKWOOD CORNERS SENIOR LIVING	LEE	Strafford	44	1	Hazen
1722020	CON	SLOPE N SHORE CLUB	NEW LONDON	Merrimack	180	73	Hazen
0882150	MHP	LAKE SHORE PARK	GILFORD	Belknap	150	345	Hazen