



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 16, 2025



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Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Arcadis US Inc. (VC# 229677-P001), Wakefield, MA for a total of \$99,954, to complete an assessment of Post-Disaster recovery in coastal New Hampshire, effective upon Governor & Council approval through March 31, 2026. 100% Federal Funds.

Funds are available in the following account.

	<u>FY 2025</u>
03-44-44-442010-1209-102-500731	\$99,954
Dept. Environmental Services, Coastal Resilience Infrastructure, Contracts for Program Services	

EXPLANATION

NHDES requests approval to enter into a contract with Arcadis US, Inc. (Arcadis) for the Assessment of Post-Disaster Recovery in Coastal New Hampshire project. The NHDES Coastal Program (NHCP) issued a Request for Proposals (RFP) on January 17, 2025, as a part of fulfilling the 2024 Project of Special Merit awarded to NHCP by the National Oceanic and Atmospheric Administration in 2024. Twelve eligible proposals were received and ranked according to selection criteria and selection committee discussion. The top three proposals were selected for interviews, and the top proposal (Arcadis) was selected for funding according to discussion and updated rankings from the selection committee. A scoring matrix that includes a list of the selection committee, along with their titles and level of experience is provided in Attachment B.

Arcadis will work with the NHDES Coastal Program and the project's Advisory Group to prepare coastal New Hampshire communities for destructive flood events and the post-disaster recovery process by (1) establishing a baseline understanding of existing flood recovery efforts; (2) implementing a stakeholder engagement plan; (3) developing the Coastal NH Community Network for Flood Recovery charter; and (4) developing the Regional Flood Recovery Assessment and Action Plan.

In New Hampshire, the 17 coastal zone communities are uniquely vulnerable to flood risks from riverine flooding and coastal storms. In January 2024, coastal New Hampshire communities experienced two major flood events that temporarily and permanently displaced people and caused extensive flood damage. The project will include stakeholder engagement to gather input from various stakeholders to assess and identify gaps and barriers that communities experience when recovering from flood events and develop an action plan that will detail the tasks and resources needed to improve recovery from present and future flooding events.

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In the event federal funds become no longer available, general funds will not be requested to support this program. A budget breakdown is provided in Attachment A. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

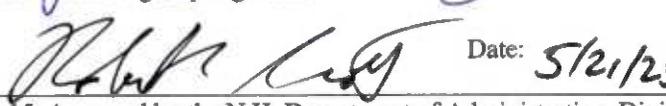
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 222 International Drive, Suite 175 Portsmouth, NH 03801	
1.3 Contractor Name Arcadis US Inc		1.4 Contractor Address 500 Edgewater Drive Suite 511 Wakefield MA 01880	
1.5 Contractor Phone Number 781-213-4923	1.6 Account Unit and Class 03-44-44-442010-1209-102-500731	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$99,954
1.9 Contracting Officer for State Agency Jennifer Gilbert, Resilience Project Manager		1.10 State Agency Telephone Number 603-559-0029	
1.11 Contractor Signature  Date: April 29 2025		1.12 Name and Title of Contractor Signatory Jennifer Kelly Lachmayr Senior Vice President	
1.13 State Agency Signature  Date: 5/21/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Melissa Fzles On: 6/2/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials WJ
Date 4/29/25

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 25, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) **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.

III) **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.

IV) **Matching funds.** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

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

VI) **Debarment and Suspension.** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

VII) **Procurement.** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) Participation by Disadvantaged Business Enterprises. The Contractor shall comply with the terms of 2 CFR Part 200 Subpart D, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) New Restrictions on Lobbying: Interim Final Rule. 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 *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) 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.

XI) Bonding requirements. The Contractor shall comply if applicable with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier

(UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is MNG1DTKJ1LZ3.

Other non-federal special provisions:

I) Limitations on Liability

Contractor's liability to the State for any damages sought by the State arising from this Agreement, whether based upon contract, warranty, negligence, or otherwise, is in the aggregate, limited to an amount no greater than the Price Limitation of this Agreement.

II) Force Majeure:

Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, fires, floods, wars, accidents, labor disputes or shortages, earthquakes, acts of terrorism, epidemics, or pandemics, or any similar cause beyond reasonable control of such party ("Force Majeure Event"). If a Party is so impacted, in whole or in part, such Party will promptly notify the other in writing, explaining the reason for the delay. In the event of a Force Majeure Event, the time of performance may seek amendment of this Agreement as allowed.

NH DEPT OF JUSTICE
MAY 30 '25 AM 9:51

Exhibit B
Scope of Services

Project Title: Assessment of Post-Disaster Recovery in Coastal New Hampshire

Project Goal: The project's goal is to prepare coastal New Hampshire communities for destructive flood events and the post-disaster recovery process by (1) gathering stakeholder input; (2) assessing and identifying priority actions to improve community capacity for flood recovery; and (3) building a network of community partnerships to support flood recovery. In partnership with the New Hampshire Department of Environmental Services Coastal Program (NHCP) and the project's Advisory Group, Arcadis US Inc. (Arcadis) will establish a baseline understanding of existing flood recovery through quantitative and qualitative data, develop and implement a stakeholder engagement plan, and develop the Coastal New Hampshire Community Network for Flood Recovery charter, for a Regional Flood Recovery Assessment and Action Plan.

TASK 1. INSTITUTIONAL, STAKEHOLDER, AND CONTENT ANALYSIS

Timeframe: Upon Governor & Council approval through August 2025

Description: In coordination with the Advisory Group, Arcadis will establish a baseline understanding of existing flood recovery through an examination and analysis of existing institutional structures, stakeholders, and documentation of the coastal communities. To establish a base-line evaluation, Arcadis will conduct a two-phase analysis process: discovery and validation. During the discovery phase, Arcadis will collect two (2) types of data sources, quantitative and qualitative. During the validation phase, Arcadis will tag and code common themes, evaluate and rate the data to determine strengths, areas of improvement, potential best practices, and items that are mission critical. Arcadis will then develop a draft and final Technical Memo to summarize the baseline evaluation.

Task 1 Deliverables:

- Draft & Final Technical Memo: Summary of baseline understanding of flood recovery, existing institutional structures, stakeholders, and documentation. Memo will also include any attachments with visuals of the findings, if necessary.

TASK 2. STAKEHOLDER ENGAGEMENT

Timeframe: September – November 2025

Description: In coordination with the Advisory Group, Arcadis will conduct stakeholder engagement to understand and evaluate communities' capacity to recover from flood events. Arcadis will identify gaps or barriers to accessing resources, understand how each community engages with community members, and focus on how communities can best serve those least equipped to recover from disasters. The information gathered will directly inform the development of the Action Plan outlined in Task 4.

Task 2.1 Develop and Implement Stakeholder Engagement Plan & Activities

Arcadis will develop a stakeholder engagement plan that will detail how they will work with the Advisory Group to use a variety of techniques for in-person and remote engagement, outreach interviews, surveys, and workshops. The plan will outline goals and objectives, identify stakeholders, and describe how Arcadis will effectively and inclusively gather community input, including key metrics for success. In addition, engagement materials will be developed about the project and information about gathering feedback.

Task 2.2 Interviews & Survey

20 key stakeholder meetings (30-minute duration) will be conducted to interview participants to discover capabilities, capacities, and gaps in resources relevant to effective flood recovery. Arcadis will develop a survey to collect the community and Advisory Group input on flood recovery efforts, interests, needs, Indigenous perspective, and priorities from those vulnerable to flooding, each member of the Advisory Group and the 17 coastal communities.

Task 2.3 Workshops

Arcadis will facilitate two stakeholder workshops to identify priority recommendations for the action plan. Timing, format, content, and materials will be developed in consultation with the Advisory Group.

Task 2 Deliverables:

- Stakeholder Engagement Plan
- Engagement materials
- Interview summary
- Survey summary
- Agendas and materials for workshops

TASK 3. COASTAL NH COMMUNITY NETWORK FOR FLOOD RECOVERY (COMMUNITY NETWORK)

Timeframe: November – December 2025

Description: Arcadis will hold a kickoff meeting with the Advisory Group to gather information, including the mission, membership, authorities, responsibilities, duties, activities, procedures, governance, and formalities. Arcadis will facilitate the creation of the Community Network's draft and final organizational charter. Lastly, a workshop and a review process will be conducted to finalize the charter.

Task 3 Deliverables:

- Draft and Finalize Community Network Charter
 - Including mission, membership, authorities, responsibilities, duties, activities, procedures, governance, and formalities.

TASK 4. REGIONAL FLOOD RECOVERY ASSESSMENT & ACTION PLAN

Timeframe: Upon Governor & Council approval through March 2026

Description: In coordination with the Advisory Group, Arcadis will develop a draft and final Flood Recovery Assessment and Action Plan, which will seek to improve gaps and barriers to post-disaster assistance and recovery to events and strengthen capabilities based on inputs from previous analysis and workshop tasks. A draft outline of the Plan will be developed over time with results from other tasks being included as the project progresses. The Plan will contain three sections including a General Overview, Assessment, and Action Plan. The Action Plan will be customized and include the following details: all actions to be taken, the priority and status, established target for completion, and who is responsible. Arcadis will facilitate a draft Plan review meeting with the Advisory Group to gain input and approval. The draft Plan will be provided to project stakeholders for review during a two-week comment period and then revised accordingly and finalized.

Task 4 Deliverables:

- Draft Regional Flood Recovery Assessment & Action Plan
- Final WCAG-508 Compliant Regional Flood Recovery Assessment & Action Plan
 - Section 1: General Overview will describe how the coastal zone communities are currently considering recovery efforts, identify gaps and barriers for communities, and summarize best practices and models from other communities facing similar issues.
 - Section 2: Assessment will identify short- and long-term goals for improvement, roles and responsibilities of partners and stakeholders, and implementation strategies, and outline recommendations from Task 1.
 - Section 3: Action Plan will contain actionable and achievable steps to address identified issues, provide a mechanism for monitoring effectiveness, and include all actions to be taken, the priority and status, established target for completion, and who is responsible.

TASK 5. PROJECT MANAGEMENT AND REPORTING

Timeframe: October 2025 – March 2026

Task 5.1 Project Management:

Arcadis will hold a kickoff meeting with the Advisory Group following the notice to proceed and project update meetings, which will occur every other month throughout the project.

Task 5.2. Semi-Annual Reports:

Arcadis will submit one semi-annual progress report and one final report that summarize progress made to date for the following reporting periods: Upon G&C approval – September 30, 2025 (due October 15, 2025); and G&C approval – March 13, 2026 (due March 28, 2026).

Deliverables:

- Kick off Meeting
- Monthly Progress Meetings

- Semiannual & Final Report compilation

Milestones & Estimated Completed Date:

- **Task 1**
 - Draft Technical Memo (July 2025)
 - Final Technical Memo (August 2025)
- **Task 2**
 - Stakeholder Engagement Plan (September 2025)
 - Survey & Interviews (October 2025)
 - Workshop 1 & Workshop 2 (October to November 2025)
- **Task 3**
 - Draft Charter (November 2025)
 - Final Charter (December 2025)
- **Task 4**
 - Final Draft Plan (December 2025)
 - Public Comment (January 2026)
 - Final Plan (February 2026)
- **Task 5**
 - Progress report (due October 15, 2025)
 - Final report (due March 28, 2026)

Funding credit and ADA Compliance:

All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Exhibit C
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable payments may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt and within 30 days of invoice, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$99,954.

Arcadis will invoice monthly as noted above on an hourly rate basis in accordance with the hourly billing rate chart below:

Hourly Billing Rates

Below is Arcadis US Inc Standard Rates table for 2025.

Category	Arcadis Standard Rates
GEC GIS/Data Technician Grade 5	\$25.00
GEC GIS/Data Technician Grade 6	\$35.00
GEC GIS/Data Technician Grade 7	\$50.00
GEC GIS/Data Technician Grade 8	\$80.00
Design Tech II /Field Technician II	\$85.00
Document Technician/Project Assistant	\$105.00
BIM Modeler I /Field Technician III and IV	\$115.00
BIM Modeler II /Field Technician V	\$125.00
Document Tech/EIT/Project Assistant II	\$130.00
Project Assistant III	\$160.00
BIM Designer /Field Supervisor	\$165.00
GEC Director/Engineer/Scientist	\$125.00
Engineer/Scientist II	\$135.00
Staff Engineer/Scientist/Architect	\$155.00
Project Engineer/ Scientist/Architect	\$175.00
Senior Engineer/ Scientist/Architect I	\$185.00
Senior Engineer/Scientist/Architect II	\$220.00

Principal Engineer/Scientist/Architect I	\$260.00
Principal Engineer/Scientist/Architect II	\$286.00
Engineer/Scientist Director/ Technical Expert	\$325.00

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

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

All Subconsultants shall be marked up by 10%. Payment by NHDES on invoices is due within thirty days of issuance

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARCADIS U.S., INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 24, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 310516

Certificate Number: 0007161941



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Robyn L. Miller, Corporate Secretary of Arcadis U.S., Inc., do hereby certify that:

- (1) I am the duly elected Corporate Secretary;
- (2) by a resolution by unanimous consent on April 18, 2025, Arcadis U.S., Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) Arcadis U.S., Inc. further authorized the Jennifer Kelly Lachmayr to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

_____ Jennifer Kelly Lachmayr _____
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Corporate Secretary of Arcadis U.S., Inc. this 21st day of April, 2025.



_____ [Signature] _____
Signature of Certifying Officer

STATE OF NEW MEXICO

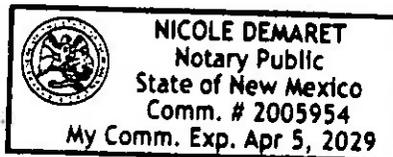
County of Rio Arriba

On this the 21st day of APRIL, 2025 before me NICOLE DEMARET the undersigned officer, personally appeared ROBYN L. MILLER, who acknowledged him/herself to be the CORP. SECRETARY of ARCADIS U.S. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

_____ [Signature] _____
(Notary Public Signature)

Commission Expiration Date:
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
04/29/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Hartford Casualty Insurance Co		29424
	INSURER C: Endurance American Insurance Company		10641
	INSURER D: Hartford Accident & Indemnity Company		22357
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570112292844 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20ECSOL5318 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			20XHUOL5322 Umbrella	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WNOL5323 AOS 20WBROL5321 MA, WI	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

RE: NHDES: Assessment of Post-Disaster Recovery in Coastal NH.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Services 222 International Drive, Suite 175 Portsmouth NH 03801 USA	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



**Attachment A
Budget Estimate
Arcadis US Inc.**

Item	Federal	Non-Federal	Total
Personnel	\$97,634	\$0	\$97,634
Fringe			
Equipment			
Travel	\$2,320		\$2,320
Supplies			
Sub-Contractual			
Construction			
Other			
Indirect			
TOTALS	\$99,954	\$0	\$99,954

Attachment B
Proposal Scoring Matrix

Applicant	Reviewers								Avg.	Rank
	A	B	C	D	E	F	G	H*		
Arcadis	88	96	100	98	88	98	100	98	95.75	1
Horsley Witten Group, Inc.	86	94	99	87	83	99	99	97	93.00	2
FB Environmental Associates	85	95	98	85	83	99	99	96	92.50	3
NOT SELECTED FOR INTERVIEWS										
SLR	79	90	95	96	65	98	98	98	89.88	4
Siler Climate Consulting	85	89	90	83	77	98	98	98	89.75	5
FCCM, LLC	84	85	90	93	81	89	89		87.29	6
TRC	76	87	97	88	72	97	97	97	84.00	7
Agency Landscape & Planning	74	93	86	79	80	86	86	86	82.40	8
MDB, Inc.	78	90	92	89	58	92	92		81.40	9
LTL-Team	63	94	96	86	60	96	96	96	79.80	10
Sandbox Collective	85	78	87	73	66	87	87	87	77.80	11
JSI Research & Training Institute, Inc.	69	72	86	85	73	86	86	86	77.00	12

* Review team member did not complete review.

Review Team Members:

- Austin Brown - Chief of Mitigation and Recovery, NH Department of Safety, Division of Homeland Security and Emergency Management, with 5 years of emergency management experience, including 2.5 years overseeing FEMA Public Assistance and Hazard Mitigation programs.

- Becca Katz - Resilience Grants Specialist, NHDES Coastal Program, 2.5 years of grant and project management and administration.
- Jennifer Gilbert - Resilience Project Manager, NHDES Coastal Program, 26 years of environmental planning and project and grant management experience.
- Lisa Murphy - Senior Regional Planner, 25+ years of city and regional planning, 17 years of emergency management experience.
- Madeleine Dilonno - Senior Planner, Rockingham Planning Commission, 8 years of regional planning and project management experience.
- Sarah Thunberg - Principal Planner, NH Office of Planning and Development, 1 year of floodplain management experience.
- Stephanie Frechette, Floodplain Management Program Coordinator, NHDBEA Office of Planning and Development, 10 years of environmental planning and grant management experience.