ARC

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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DEC 17 2025

November 18, 2025

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 U.S., Inc., (Vendor Code #229677 B001), Wakefield, MA in an amount not-to-exceed $459,445 to conduct a statewide drinking water and sewer rate survey and interactive display project, effective upon Governor & Council approval through June 30, 2028. 50% Drinking Water State Revolving Fund (DWSRF) Federal funds and 50% Clean Water State Revolving Fund (CWSRF) Loan Management Funds.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for fiscal year 2028 is contingent upon the availability and continued appropriation of funds.

Dept. of Environmental Services Account No. 03-44-44	FY 2026	FY 2027	FY 2028	TOTAL
441018-5564-102-500731 DWSRF BIL Administration, Contracts for Program Services	$139,875	$52,940	$36,907	$229,722
441018-4788-102-500731 CWSRF Loan Management, Contracts for Program Services	$139,875	$52,940	$36,908	$229,723
TOTALS:	$279,750	$105,880	$73,815	$459,445

EXPLANATION

NHDES seeks to contract with Arcadis U.S., Inc. (Arcadis) to conduct annual statewide drinking water and sewer rate surveys until 2028 and develop and maintain an interactive display that presents the rate data to the public. NHDES has provided key information about drinking water and sewer rates in New Hampshire for over two decades. The information is very important to the industry and is used in the State Revolving Fund loan program for determining project ranking and subsidy levels for disadvantaged communities. The interactive dashboard has been instrumental for water and sewer utilities as they continue to determine ways of providing affordable services to their customers.

NHDES posted a Request for Proposals in June 2025 for firms to place competitive bids for performing a statewide water and sewer rate survey of NH's municipally owned water and sewer providers. Five proposals were received. A six-person review team consisting of experienced NHDES personnel scored the proposals in terms of relevant experience and qualifications, skill and suitability, past performance evidence and cost and short listed two firms to interview. Of the two interview candidates, NHDES selected the highest ranking firm, Arcadis, for this project

because of the firm's demonstrated expertise in the field, current experience in working with utilities in the state, and successful work in other contracts with NHDES. See Attachment A for a list of proposal scores and rankings. Arcadis has indicated they have the staff, qualifications, and experience suitable to conduct the work.

The contract with Arcadis will provide NHDES with stewardship of the interactive display tool and all information collected and compiled during the water and rates survey. Arcadis will also provide NHDES with training materials to assist NH water and sewer utilities with developing sustainable rate structures. These training materials will be developed and presented by experts in water and wastewater finance at Arcadis in the first two years of the contract and will be made publicly available through the interactive display and the NHDES website.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Arcadis U.S., Inc.		1.4 Contractor Address 500 Edgewater Dr Suite 511, Wakefield MA 01880	
1.5 Contractor Phone Number 781-213-4923	1.6 Account Unit and Class 441018-5564-102-500731 441018-4788-102-500731	1.7 Completion Date 6/30/2028	1.8 Price Limitation $459,445
1.9 Contracting Officer for State Agency Kaitlin Curtis		1.10 State Agency Telephone Number 603-271-2472	
1.11 Contractor Signature Jennifer K Lachmayr Date: 11/4/25		1.12 Name and Title of Contractor Signatory Jennifer K. Lachmayr, Senior Vice President	
1.13 State Agency Signature Date: 11/18/25		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 Falls On: 11/20/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JKL
Date 11/5/25

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.

Contractor Initials NKL
Date 11/4/25

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.

Contractor Initials JKL
Date 11/4/25

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 JK L
Date 11/4/25

EXHIBIT A
SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, State Revolving Loan Funds under CFDA #66.468 and #66.458.
All applicable requirements, regulations, provisions, terms and conditions (https://www.epa.gov/grants/grant-terms-and-conditions) of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

EXHIBIT B
SCOPE OF SERVICES

The objective of this agreement is to perform an annual statewide water and sewer rate survey of New Hampshire's (NH) water and sewer providers (utilities), which include cities, counties, water/wastewater authorities and water/wastewater commissions. The survey will collect information on water and sewer rates and charges and display information in an interactive display. Information will also be presented to utilities through reports, tables, training materials and presentations.

Task 1 – Project Management and Initiation
The purpose of this task is to initiate the project and provide services for project management and administration. Under this task, Arcadis will perform the following work:

- Conduct a kickoff meeting to align expectations, deliverables, timelines, and communication protocols.
- Lead virtual technical and status update meetings with DES staff while Task 2 Water and Sewer Rates Survey Implementation is underway, per the schedule provided in Exhibit B.
- Lead virtual technical and project review meetings with DES staff while Task 3 Interactive Online Display Development and Deployment is underway, per the schedule provided in Exhibit B.
- Manage project execution including coordination of resources, implementation of quality assurance and quality control procedures to ensure the accuracy and reliability of the survey and interactive display and monitoring task budgets.
- Deliver monthly progress reports with project invoices.
- Maintain a project SharePoint site for document transfer, storage, and transmittal of digital project deliverables and data.
- Provide interactive Power BI dashboard for tracking progress.

Task 2. Water and Sewer Rates Survey Implementation
The proposed methodology for the development of the Water and Sewer Rate Survey is designed to ensure comprehensive data collection, high response rates, and actionable insights for benchmarking and policy development. Under this task, Arcadis will perform the following work:

- Survey Development
  - The process begins with a collaborative planning phase involving key stakeholders at NHDES. During this phase, Arcadis will review the objectives of the survey, analyze the 2025 survey and results to identify areas of improvement and expansion, and define the scope of data to be collected.
  - The survey will be developed in a modular format with each section including definitions, examples, and guidance to ensure consistency in responses, consisting of:
    - Core Survey: Focused on residential, commercial, and industrial water and sewer rates, billing structures, and recent changes.
    - Add-On Survey: Collecting data on ancillary charges (e.g., fire hydrant fees), affordability programs, rate information and system development charges.

- Survey Distribution and Outreach Strategy
  - Draft a clear, concise, and informative email to the surveyed utilities explaining the purpose, importance, and instructions for completing the survey. The survey email will include a deadline for completing the survey and contact information for support.
  - Send the annual 2026, 2027 and 2028 NHDES Water and Sewer Rates Survey request to every rate-charging community water and/or wastewater utility in the state. To maximize participation, Arcadis will coordinate with NHDES in implementing a multi-channel outreach strategy including:
    - Distribution List: NHDES will provide Arcadis with the most up-to-date contact information on file for utilities in order to facilitate the efficacy of communications.
    - Survey Email: The formal email co-developed with NHDES explaining the purpose, importance, and instructions for completing the survey will be sent to all utilities on the NHDES distribution list.
    - Pre-Notification: NHDES will notify utilities in advance of the survey launch to build awareness and encourage participation.
    - Survey Launch: Arcadis will distribute the survey via email, with follow-up phone calls to non-respondents.
  - Arcadis will track responses and aim to achieve a minimum response rate of 80% with a goal of 90%. Arcadis will follow up on non-responding utilities 10 business days after the initial survey launch by:
    - Performing two follow-up attempts after the initial survey distribution.
    - Performing a web scour for rates explicitly dated for the current fiscal year for the non-responsive water/wastewater utility.
  - Utilities that are still missing rate data after Arcadis' follow-up will be compiled in a list sent to NHDES for additional follow-up by NHDES six weeks after the survey launch or after follow up is completed, whichever is sooner.
  - The response rate of the "add-on survey" will be tracked separately from the 80% minimum target of the main water and sewer rates survey and will not be used to determine the completeness of the survey.

- Data Collection, Validation, and Quality Control
  - Arcadis will collect all responses via email or phone and enter information into a centralized database. The data management process includes:
    - Data Entry: Manual and automated entry of survey responses and rates and financial information into a structured format.
    - Validation: Cross-checking entries for completeness, logical consistency, and alignment with submitted rate documents.
    - Clarification: Direct follow-up with utilities to resolve discrepancies or incomplete responses.
    - Normalization: Standardizing data formats and units to ensure comparability across utilities and with prior years' data.

- Data Analysis and Reporting
  - Once the survey data collection is complete, Arcadis will generate:
    - Utility Rate Tables: Detailed Excel files covering all rate categories and customer classes.
    - Individual Utility Reports: PDF rate sheets for each participating utility, summarizing their rate structures and key metrics.
    - Executive Summary: A narrative report highlighting key findings, trends, and policy implications.
  - These outputs will be reviewed with NHDES and made available to utilities for a 10-business day review period to ensure accuracy and transparency.

NHDES shall reserve stewardship of all information collected and compiled during the water and sewer rates survey.

Task 3. Interactive Online Display Development and Deployment

The interactive online display will serve as a dynamic, user-friendly platform for utilities, policymakers, and the public to explore, compare, and analyze water and sewer rate data across the state. The display will be designed to support benchmarking, affordability analysis, and informed decision-making, while meeting the State of New Hampshire's accessibility and public information standards. Under this task, Arcadis will perform the following work:

- Design and Planning
  - The development process will begin with a discovery phase involving NHDES and key stakeholders to define user needs, technical requirements, and desired functionalities. This will include:
    - Reviewing the current NH Water and Wastewater Rates Dashboard.
    - Identifying pain points and opportunities for improvement.
    - Gathering input on desired comparison criteria, data visualizations, and accessibility features.
  - Based on NHDES input, Arcadis will define the core functionalities of the display, including:
    - Utility rate comparisons by geography, size, and rate structure.
    - Interactive mapping of utilities across New Hampshire.

    - Visualization of related metrics.
    - Display of system characteristics (e.g., customer base, demographics, rate types).

- Technical Architecture and Platform Development
  - The platform will be based on a modern, commercial-off-the-shelf (COTS) dashboard tool such as PowerBI or a spatial framework such as ESRI Web Experience.
    - This architecture will enable long term support and success.
  - Survey data will be normalized, modeled, and structured to support seamless integration into the display and allow for future data updates. This includes:
    - Standardizing rate structures and billing units.
    - Tagging data with metadata (e.g., utility type, county, MHI).
    - Linking rate data to geographic coordinates for mapping.

- Display Features and Functionality
  - Interactive comparison tools will allow users to select utilities from a drop-down list or map interface, compare rates across multiple usage levels, and filter comparisons by utility size, region, or rate structure type.
  - The display will include additional visualizations of water and sewer bills as defined by the requirements gathering task (eg. percentage of MHI, financial ratios and benchmarks, and rate trends over time).
  - Each utility profile will include the type of system, number of customers served, and rate structure details.
  - The interactive display is compatible for use with Apple, Android, and other tablet devices.

- Accessibility and Compliance
  - Arcadis will design the interactive display to meet the state of New Hampshire accessibility requirements, including WCAG 2.1 AA standards for screen reader compatibility, keyboard navigation, and color contrast, and NHDES Vendor Public Information Guidelines ensuring clarity, transparency, and usability for public audiences.
  - All documents and visualizations will be compatible for both desktop and mobile devices.

- Testing, Deployment, and Maintenance
  - Arcadis will conduct iterative testing with utility representatives and NHDES staff to ensure ease of navigation and data interpretation, accuracy of displayed information, and responsiveness across devices and browsers.
  - The final display will be hosted on a scalable industry standard platform. A staging environment will be used for testing updates before public release.
  - NHDES shall reserve stewardship of the interactive display tool.

Task 4. Presentation of Findings and Training

The presentation and training phase is a critical component of the project, designed to ensure that the findings of the water and sewer rate survey are effectively communicated and utilities are equipped to interpret and apply the results. This phase emphasizes transparency, stakeholder engagement, and capacity building through clear communication, collaborative review, and practical training resources. Under this task, Arcadis will perform the following work:

- Upon completion of the data analysis and development of the interactive display described in the previous tasks, all participating utilities will receive a formal communication directing them to a centralized web portal. This portal will include:
    - The interactive rate dashboard.
    - The executive summary of findings.
    - Utility-specific rate tables in Excel format.
    - Individual PDF rate sheets.
- Utilities will be given a 10-business day review window to examine their data and request corrections. Arcadis will provide a dedicated support contact to respond to inquiries.
- Utilities may request updates outside of the review window, which will be included in quarterly updates.
- All requested changes will be reviewed and, if validated, incorporated into the final dataset and display.
- To support utility engagement, Arcadis will develop training materials and provide at least one virtual presentation(s) on:
    - Understanding the survey and interpreting results.
    - Setting sustainable and equitable rates.
    - Using benchmarking tools for financial planning.

SCHEDULE:

	Task Timeline		
Task	**2026**	**2027**	**2028**
Task 1: Project Management and Initiation	Monthly meetings	Quarterly meetings	Quarterly meetings
Task 2: Water and Sewer Rates Survey Implementation			
• Survey Distribution and Outreach	March 1	February 1	February 1
• Distribution of List of Unresponsive Utilities to NHDES for Follow-up	April 15	March 15	March 15
• Survey completion and distribution of results to NHDES	June 1	April 1	April 1
Task 3: Interactive Online Display Development and Deployment	No later than December 1	N/A	N/A
Task 4: Presentation of Findings and Training			
• Interactive Online Display Annual Updates	N/A	July 31	June 30
• Report and Tables	No later than December 1	No later than December 1	June 30
• Provide Training Materials and Presentations	No later than December 31	No later than December 31	N/A

Any requests for scope of work modifications or contract amendments should be made in writing, via e-mail, to NHDES. Types of modifications or amendments include adjustments to the contract end date, budget, activities, deliverables, timeline, or changes to staff leading the project. Modifications or amendments may result in changes to the project budget, upon mutual consent between NHDES and Arcadis.

EXHIBIT C
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. Arcadis will submit invoices in accordance with their hourly billing rate table, provided in Appendix A. The budget for this project is not to exceed $459,445.

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

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

Invoices shall be sent to dwsustainability@des.nh.gov and approved by NHDES before payment is processed.

ARCADIS

Hourly Billing Rates

Below is Arcadis' Standard Rates Table 2026.

Category	Standard Rates
GEC GIS / Data Technician Grade 5	$26
GEC GIS / Data Technician Grade 6	$36
GEC GIS / Data Technician Grade 7	$51
GEC Grade 8 / GEC GIS/Data Technician Grade 8	$81
Document Tech/Intern	$103
BIM Modeler I / Field Technician III and IV	$113
Technician/Project Assistant I	$120
BIM Modeler II / Field Technician V	$123
Technician/ Project Assistant II	$130
GEC Director / Engineer / Scientist I	$136
Engineer/Scientist II	$140
Staff Engineer / Scientist / Architect	$159
Project Controller	$170
BIM Designer / Field Supervisor	$165
Project Engineer / Scientist / Architect	$180
Senior Engineer / Scientist / Architect I	$190
Senior Engineer / Scientist / Architect II	$226
Principal Engineer / Scientist / Architect I	$268
Principal Engineer / Scientist / Architect II	$295
Engineer / Scientist Director	$334

Rates may be adjusted on an annual basis in accordance with the CPI-U index +1%. Rates are the maximum for each category, and the actual rate may be less. Invoices are due within 30 days of receipt.

Other Direct Costs and Subcontractors will be invoiced at cost plus up to 10% markup.

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Contractor Initials JKL
Date 11/9/25

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: **0007315191**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2025.

David M. Scanlan
Secretary of State

SECRETARY CERTIFICATE

I, Robyn L. Miller, Corporate Secretary of Arcadis U.S., Inc. (the "Corporation"), a corporation organized under the laws of the State of Delaware, certify that contracts, amendments, and required documentation for the **Water and Sewer Rate Survey and Interactive Display** with **New Hampshire Department of Environmental Services** may be signed by **Jennifer Kelly Lachmayr** in their capacity as an authorized signatory of the Corporation.

AND I DO FURTHER CERTIFY that the authorized signatory named above has the power to do so on behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers and has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have signed this Certificate this ~~21st~~ 4th day of ~~October~~ November, 2025.

ARCADIS U.S., Inc. CORPORATE SEAL 1997 DELAWARE

(SEAL)

Name: Robyn L. Miller
Title: Corporate Secretary
Arcadis U.S., Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/06/2025

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).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Denver CO Office
200 Clayton Street, Suite 800
Denver CO 80206 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Accident & Indemnity Company	22357
INSURER B:	Twin City Fire Insurance Company	29459
INSURER C:	Hartford Casualty Insurance Co	29424
INSURER D:	Endurance American Insurance Company	10641
INSURER E:		
INSURER F:		

INSURED
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

COVERAGES **CERTIFICATE NUMBER:** 570116556226 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			20ECSOL5969 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	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 - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			20XHUOL5972 OO Umb - $5M xs Prim	06/01/2025	06/01/2026	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			20WNOL5971 AOS	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WBROL5970 MA, WI	06/01/2025	06/01/2026	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570116556226

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

Department of Environmental Services is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

New Hampshire
Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord NH 03302-0095 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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Attachment A

New Hampshire Department of Environmental Services Water and Sewer Rate Survey and Interactive Display

Rankings for Firms Responding to Request for Qualifications

Written Submittal Ranking

RFP Respondent Firm	Selection Criteria #1 Firm's relevant experience and qualifications (30 points)	Selection Criteria #2 Firm's apparent skill and suitability (25 points)	Selection Criteria #3 Past performance evidence (25 points)	Selection Criteria #4 Pricing information (20 points)	Max Total (100 points)	Rank
Arcadis US	28	25	23	11	87	1
UNC EFCN	26	20	10	15	71	2
High Tide Technologies	12	13	12	13	51	3
MassINC Polling Group	11	13	5	16	45	4
Concourse Tech	11	16	0	11	37	5

Interview Ranking

RFP Respondent Firm	Rank
Arcadis US	1
UNC EFCN	2
High Tide Technologies	Interview not offered
MassINC Polling Group	Interview not offered
Concourse Tech	Interview not offered

Overall Ranking

RFP Respondent Firm	Overall Rank
Arcadis US	1
UNC EFCN	2
High Tide Technologies	3
MassINC Polling Group	4
Concourse Tech	5

Selection Team Members

Name	Title	Bureau	Year of Service
Johnna McKenna	Public Water System Sustainability Section Administrator	Drinking Water and Groundwater Bureau	28 years with NHDES
Kathleen Bourret	Grants Management Section Supervisor	Wastewater Engineering Bureau	16 years with NHDES
Kaitlin Curtis	Water Systems Sustainability Administrator	Drinking Water and Groundwater Bureau	11 years with NHDES
Brian Voelk	CWSRF Federal Provisions Manager	Wastewater Engineering Bureau	5 years with NHDES
Sarah Ridyard	Sustainability Engineer	Wastewater Engineering Bureau	3 years with NHDES
Jarin Tasnim	Financial Analyst	Wastewater Engineering Bureau	2 years with NHDES