



The State of New Hampshire JUN14'23 AM10:16 RCV
Department of Environmental Services



Robert R. Scott, Commissioner

158

June 12, 2023

His Excellency, Governor Christopher T. Sununu
 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 GZA GeoEnvironmental, Inc. (GZA), Bedford, NH, (VC#174515-B001), in the amount of \$17,737,408, to perform site investigations, cleanup planning, and remediation at contaminated sites effective upon Governor and Council approval through June 30, 2027. 89% Federal Funds, 6% General Funds, 3% Capital Funds, and 2% Other Funds.

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2024-2027 is contingent upon the availability and continued appropriation of funds.

Fund Name & Account Number 03-44-44-	FY 2024	FY 2025	FY 2026	FY 2027	Totals
CERCLA Maintenance 444010-2589-102-500731	\$194,000.00	\$267,000.00	\$207,000.00	\$311,000.00	\$979,000.00
CERCLA Programs 444010-2590-102-500731	\$3,252,625.00	\$7,315,000.00	\$3,075,000.00	\$1,325,000.00	\$14,967,625.00
Pease Hazardous Waste Sites 444010-2592-102-500731	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$800,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$220,000.00
Drinking Water Groundwater Trust 444010-7428-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
Hazardous Waste Match 444030-4997-034-500161	\$225,783.00	--	--	--	\$225,783.00
Hazardous Waste Match 444030-1549-034-500161	\$345,000.00	--	--	--	\$345,000.00
	\$4,322,408.00	\$7,887,000.00	\$3,587,000.00	\$1,941,000.00	\$17,737,408.00

EXPLANATION

The purpose of the requested action is to provide NHDES with environmental consulting services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation at CERCLA sites. Previously, in the past 25 years the Governor and Council approved similar contracts to provide professional environmental consulting services. The current five environmental consulting service contracts expire on June 30, 2023. NHDES has completed a new qualifications-based selection process and GZA was selected as one of the firms for a new four-year contract.

This environmental consulting services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of GZA will be available to specifically assist NHDES in the investigation, monitoring and remediation of contaminated media at Superfund and state hazardous waste sites in New Hampshire. This use of professional environmental consulting services allows NHDES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate required cleanup action, protect public health, and provide clean drinking water.

In August 2022, NHDES solicited qualifications and experience statements from environmental consulting firms using the procurement process as prescribed by RSA 21-I:22. NHDES received twelve qualifications packages which were reviewed and evaluated. The group of twelve firms was reduced to eight based on a detailed self-scoring evaluation and NHDES determination of each firm's technical capabilities, experiences, and resources available in New Hampshire. NHDES interviewed the eight short-listed firms in January 2023. Each firm was provided the opportunity to present their proposed project team, summarize their approach and accomplishments to completed projects, and present responses to a number of standard and site-specific questions by NHDES. Upon completion of interviews, the NHDES evaluation team scored and ranked the eight firms as follows. The maximum possible score was 500.

• Weston Solutions, Inc.	474
• Weston & Sampson Engineers, Inc.	469
• Sanborn, Head & Associates, Inc.	455
• GZA GeoEnvironmental, Inc.	442
• Ransom Consulting, LLC	407
• Nobis Group	398
• Verdantas, LLC	391
• AECOM Technical Services, Inc.	308

A Contract Negotiation Package was sent to the top six firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. Hourly labor rates, multipliers and prices were negotiated with GZA for the proposed environmental work and agreement was reached on the contract terms and conditions.

Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2025. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract. However, the total value of the contract and the aggregate expenditure for the four-year period will not increase due to a salary rate increase.

This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit C-1 for the detailed EPA Form 5700-41 four-year Price Breakdown.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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 PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name GZA GeoEnvironmental, Inc.		1.4 Contractor Address 5 Commerce Park North, Suite 201 Bedford, NH 03110-6984	
1.5 Contractor Phone Number 603-494-6551	1.6 Account Unit and Class - Multiple Accounts -	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$17,737,408.00
1.9 Contracting Officer for State Agency Joshua Whipple, P.G.		1.10 State Agency Telephone Number 603-271-7377	
1.11 Contractor Signature  Date: 6/12/2023		1.12 Name and Title of Contractor Signatory Steven R. Lamb, P.G., Principal/Sr. Vice President	
1.13 State Agency Signature  Date: 6/12/23		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:  (K. Allen Brooks) On: 6/13/23			
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.

EXHIBIT A
SPECIAL PROVISIONS

A. There are no special provisions for this Agreement.

Contractor Initials: SRL
Date: 6/12/2023

EXHIBIT B
SCOPE OF SERVICES

STATE OF NEW HAMPSHIRE
NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental consulting services such as site characterization; groundwater sampling and analysis; site investigations and characterizations; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; and hazardous building materials surveys and abatement projects. It also includes: state-funded assignments to address MtBE contaminated sites; and planning to provide water line system connections; and federally-funded assignments under CERCLA for oversight of remedial work; operation and maintenance services for remediation systems. Federal funding is also provided to address former contaminated sites for investigation and remediation under various Department of Defense projects at the former Pease Air Force Base.

Separate project assignments will be given to GZA GeoEnvironmental, Inc. (GZA) to complete within specified time periods during the four-year contract.

This environmental consulting services contract will ensure that NHDES can provide professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost-effectively be contracted and implemented. The services of GZA will be available to assist NHDES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work. GZA will also be available to provide remediation and operations support on federal and state funded CERCLA and Drinking Water Groundwater Trust projects.

GZA shall provide information on utilization of minority and women-owned business subcontractors in accordance with federal requirements when contract assignments involve the expenditure of federal money.

Contractor Initials: SRL
Date: 6/12/2023

EXHIBIT C
PAYMENT SCHEDULE

A. Funding Account Numbers

Fund Name and Account Number	Total Contract Budget
CERCLA Maintenance 03-44-44-444010-2589-102-500731	\$979,000.00
CERCLA Programs 03-44-44-444010-2590-102-500731	\$14,967,625.00
Pease Hazardous Waste Sites 03-44-44-444010-2592-102-500731	\$800,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$220,000.00
Drinking Water Groundwater Trust 03-44-44-444010-7428-102-500731	\$200,000.00
Hazardous Waste Match 03-44-44-444010-4997-102-500731	\$225,783.00
Hazardous Waste Match 03-44-44-444010-1549-102-500731	\$345,000.00
	\$17,737,408.00

Refer to Exhibit C-1 for the detailed EPA Form 5700-41 Cost Estimate.

B. Submission of Invoices by GZA GeoEnvironmental, Inc.

1. Invoices shall be submitted monthly to NHDES for each assignment and shall contain, at a minimum, the following standard detail information:
 - a. Billing address,
 - b. Invoice date and invoice number,
 - c. Project/site name, NHDES site number, and assignment number (provided on NHDES authorization),
 - d. Dates indicating the work period being invoiced,
 - e. A brief description of the tasks performed during the billing period,
 - f. Itemized costs billed during the invoiced work period, and
 - g. Supporting invoices from all subcontractors and service providers.

Items a. through e. must be clearly displayed on the first page of the invoice.

2. GZA shall inform NHDES in writing when they are submitting a final invoice for any authorization upon completion of all project tasks/activities. Upon approval of the required work product or report by the NHDES project

Contractor Initials: SRL
Date: 6/12/2023

manager, NHDES will pay the final invoice and any unused funds will be unencumbered so that they can be reallocated.

C. Payments to GZA GeoEnvironmental, Inc.

1. Invoices will be reviewed by the NHDES project manager responsible for the assignment for completeness and compliance with the contract and the approved scope and budget. Invoices will be returned to GZA if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES project manager and signed by the administrator of the program funding the project assignment. Once appropriate signatures have been obtained, the cover sheet and invoice will be submitted to the NHDES Accounting Office for processing and payment.
2. NHDES will pay GZA the approved invoice amount for each project assignment within 45 days of the project manager's approval. Full payment of the approved amount shall be paid; however, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
3. 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.

D. Labor Rates

Salary rates provided in this contract shall be effective through June 30, 2025. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2025, through the end of the contract on June 30, 2027.

EXHIBIT C-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE				
PART I - GENERAL				
1. RECIPIENT NH Department of Environmental Services			2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR GZA GeoEnvironmental, Inc.			4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 5 Commerce Park North, Suite 201 Bedford, New Hampshire 03110-6984			6. TYPE OF SERVICE TO BE FURNISHED FY2023-2026 NHDES Environmental Consultant Services Contract	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	3,000	\$83	\$249,000	
Sr. Project Manager	7,000	\$56	\$392,000	
Project Manager	6,000	\$50	\$300,000	
* Professional III	15,000	\$47	\$705,000	
** Professional II	20,000	\$36	\$720,000	
*** Professional I	15,000	\$33	\$495,000	
Technician	1,000	\$23	\$23,000	
Drafter/CADD Specialist	1,500	\$36	\$54,000	
Administrator/Word Processor	2,000	\$32	\$64,000	
**** Specialist (CIH, EH&S, etc.)	1,000	\$64	\$64,000	
DIRECT LABOR TOTAL:				\$3,066,000
8. INDIRECT COSTS (Specify indirect cost pools)	Rate	X Base =	ESTIMATED COST	
Overhead, fringe, G&A	1.92	\$3,066,000	\$5,885,187	
INDIRECT COSTS TOTAL:				\$5,885,187
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$185,784	
(2) PER DIEM			\$200,000	
TRAVEL SUBTOTAL:			\$385,784	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
Equipment Rental			\$250,000	
Materials / Supplies			\$250,000	
EQUIPMENT SUBTOTAL:			\$500,000	
c. SUBCONTRACTS			ESTIMATED COST	
		Drilling	\$3,000,000	
		Laboratory	\$1,000,000	
		Underwood Engineers Inc.	\$2,000,000	
SUBCONTRACTS SUBTOTAL:			\$6,000,000	
d. OTHER (Specify categories)			ESTIMATED COST	
OTHER SUBTOTAL:			\$0	
OTHER DIRECT COSTS TOTAL:				\$6,885,784
10. TOTAL ESTIMATED COST				\$15,836,971
11. PROFIT 12%				\$1,900,437
12. TOTAL PRICE				\$17,737,408

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) NHDES Environmental Consultant Services Contract
 _____ . This is to certify to the best of my knowledge and belief that
 the cost and pricing data summarized herein are complete, current, and accurate as of (2) 6/12/2023
 and that a financial management capability exists to fully and accurately account for the financial transactions under this project.
 I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where
 the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of

(3) 06/12/23
 DATE OF EXECUTION



SIGNATURE OF COMPOSER
 Steven R. Lamb

Principal / Senior Vice President
 TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable
 for subagreement award.

 DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

- * = Includes GZA's labor category of Assistant Project Manager
- ** = Includes GZA's labor category of Engineer I, Geologist I, Scientist I
- *** = Includes GZA's labor category of Engineer II, Geologist II, Scientist II
- **** = is a field construction manager specialist

CERTIFICATE OF AUTHORITY

I, Jonathan Selden, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of GZA GeoEnvironmental, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 22, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Steven Lamb, Principal (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of GZA GeoEnvironmental, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/5/2023



Signature of Elected Officer
Name: Jonathan Selden
Title: Assistant Secretary/In-House Counsel

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 GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. 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: 9876

Certificate Number: 0006237349



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan,
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2023

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

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

PRODUCER Risk Strategies Company 160 Federal St. 4th Floor Boston, MA 02110	CONTACT NAME: PHONE (A/C, No, Ext): 617-330-5700 FAX (A/C, No): 617-439-3752 E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER B : The First Liberty Insurance Corp</td> <td>33588</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F : Endurance American Specialty Ins Co</td> <td>41718</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Divide Insurance Company	25224	INSURER B : The First Liberty Insurance Corp	33588	INSURER C :		INSURER D : Liberty Mutual Fire Insurance Company	23035	INSURER E :		INSURER F : Endurance American Specialty Ins Co
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INSURED GZA GeoEnvironmental, Inc. 5 Commerce Park North Suite 201 Bedford NH 03110															

COVERAGES **CERTIFICATE NUMBER: 73244224** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25K Ded per Occ-BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLP2007957-20	2/28/2023	2/28/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp Ded \$1000 Coll Ded <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AS6-Z11-261208-013	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2-Z11-261208-043	2/28/2023	2/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Professional Liability			DPL30016418701 (\$500 SIR)	2/28/2023	2/28/2024	Each Claim 1,000,000 Aggregate 1,000,000

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

Re: Job #04.0190987 Series, NHDES - Brownfield Contract, Site Investigation, Remediation Design/Implementation, Oversight and Brownfields Assessment and Cleanup Planning, Various, New Hampshire.
 New Hampshire Department of Environmental Services is included as an additional insured with respects to General Liability and Auto Liability per policy provisions and where required by signed contract.

CERTIFICATE HOLDER 04.0190987 Series New Hampshire Department of Environmental Services 29 Hazen Drive Concord NH 03302	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 RSC Insurance Brokerage
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ACORD 25 (2016/03)

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