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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

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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 Sanborn, Head and Associates, Inc. (SHA), Concord, NH, (VC#157382-B001), in the amount of \$24,375,000, to perform site investigations, Brownfields assessments, cleanup planning and remediation at contaminated sites effective upon Governor and Council approval through June 30, 2027. 96.5% Federal Funds, 2% Other Funds, 1% Capital Funds, 0.5% General 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
Brownfields Assessment & Cleanup 444010-7062-102-500731	\$260,000.00	\$260,000.00	\$500,000.00	\$400,000.00	\$1,420,000.00
Brownfields Revolving Loan Fund 444010-2018-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
CERCLA Programs 444010-2590-102-500731	\$2,280,000.00	\$5,645,000.00	\$10,595,000.00	\$3,595,000.00	\$22,115,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$320,000.00
Hazardous Waste Match 444030-4997-034-500161	\$100,000.00	--	--	--	\$100,000.00
Hazardous Waste Match 444030-1549-034-500161	\$100,000.00	--	--	--	\$100,000.00
Solid Waste Program 444010-5402-102-500731	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$120,000.00
	\$2,900,000.00	\$6,065,000.00	\$11,255,000.00	\$4,155,000.00	\$24,375,000.00

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 Brownfields and CERCLA sites, and 4) provide limited engineering services at landfills where there is no viable responsible party. . Previously, in the past 25 years the Governor and Council approved similar contracts to provide professional environmental consulting services. The current five environmental consulting services contracts expire on June 30, 2023. NHDES has completed a new qualifications-based selection process and SHA 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 SHA 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, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized properties.

In August 2022, NHDES solicited qualifications and experience statements from professional 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 to various types of 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. (GZA)	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 SHA 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 rates 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.



Robert R. Scott
Commissioner

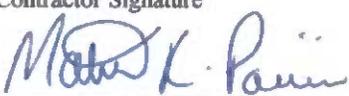
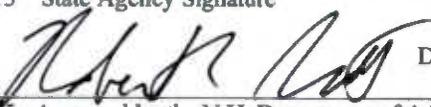
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <p style="text-align: center;">Department of Environmental Services</p>		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name <p style="text-align: center;">Sanborn, Head & Associates, Inc.</p>		1.4 Contractor Address <p style="text-align: center;">6 Bedford Farms Drive, Suite 201 Bedford, NH 03110</p>	
1.5 Contractor Phone Number <p style="text-align: center;">603-229-1900</p>	1.6 Account Unit and Class <p style="text-align: center;">- Multiple Accounts -</p>	1.7 Completion Date <p style="text-align: center;">June 30, 2027</p>	1.8 Price Limitation <p style="text-align: center;">\$24,375,000.00</p>
1.9 Contracting Officer for State Agency <p style="text-align: center;">Joshua Whipple, P.G.</p>		1.10 State Agency Telephone Number <p style="text-align: center;">603-271-7377</p>	
1.11 Contractor Signature  Date: 6-12-23		1.12 Name and Title of Contractor Signatory <p style="text-align: center;">Matthew Poirier, Executive Vice President/COO</p>	
1.13 State Agency Signature  Date: 6/12/23		1.14 Name and Title of State Agency Signatory <p style="text-align: center;">Robert R. Scott, Commissioner</p>	
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.

Contractor Initials ML
Date 6-12-23

EXHIBIT A
SPECIAL PROVISIONS

A. There are no special provisions for this Agreement.

Contractor Initials: MAF
Date: 6-10-23

EXHIBIT B
SCOPE OF SERVICES

STATE OF NEW HAMPSHIRE
NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental consulting services including site investigations and characterizations; groundwater sampling and analysis; groundwater management permitting and monitoring; engineering services for solid waste facilities; risk assessments and toxics monitoring; and pilot studies and treatability studies. It also includes federally funded CERCLA remediation designs and specifications; hazard recognition and rankings for USEPA; oversight of remedial work; operation and maintenance services for remediation systems; and expert technical document reviews and interpretations.

Separate project assignments will be given to Sanborn, Head and Associates, Inc. (SHA) 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 activities rapidly and cost-effectively. The services of SHA will be available to assist NHDES in the investigation and remediation of contaminated sites and engineering services for solid waste facilities where the responsible party is unknown or unable to perform the required work. SHA will also be available to provide remediation and operations support on federal funded CERCLA projects and Brownfields projects.

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

Contractor Initials: MS
Date: 6-12-23

EXHIBIT C
PAYMENT SCHEDULE

A. Funding Account Numbers

Fund Name and Account Number	Total Contract Budget
Brownfields Assessment & Cleanup 444010-7062-102-500731	\$1,420,000.00
Brownfields Revolving Loan Fund 444010-2018-102-500731	\$200,000.00
CERCLA Programs 444010-2590-102-500731	\$22,115,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$320,000.00
Hazardous Waste Match 444010-4997-102-500731	\$100,000.00
Hazardous Waste Match 444010-1549-102-500731	\$100,000.00
Solid Waste Sites 444010-5402-102-500731	\$120,000.00
	\$24,375,000.00

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

B. Submission of Invoices by Sanborn, Head and Associates, 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. SHA 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: MSH
Date: 10-12-23

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

C. Payments to Sanborn, Head and Associates, 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 SHA 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 SHA 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.

Contractor Initials: MKS
Date: 6-12-23

EXHIBIT C-1

COMPLETED EPA FORM 5700

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE				
PART I - GENERAL				
1. recipient New Hampshire Department of Environmental Services			2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Sanborn, Head & Associates, Inc.			4. DATE OF PROPOSAL June 12, 2023	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 6 Bedford Farms Drive, Suite 201 Bedford, NH 03110			6. TYPE OF SERVICE TO BE FURNISHED NHDES Environmental Consulting Services Contract	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal/Sr Vice President	800	\$78.44	\$62,752	
Senior Associate/Vice President	2700	\$78.44	\$211,788	
Associate/Project Director	4800	\$73.14	\$351,072	
Senior Project Manager	7500	\$59.36	\$445,200	
Project Manager	7500	\$50.35	\$377,625	
Engineer/Geologist III (Sr. Project Engineer/Geologist)	9500	\$44.52	\$422,940	
Engineer/Geologist II (Project Engineer/Geologist)	9500	\$38.16	\$362,520	
Engineer/Geologist I (Engineer/Geologist)	9500	\$31.80	\$302,100	
Senior Technician/Senior Drafter	4800	\$33.92	\$162,816	
Technician/Drafter	2800	\$21.20	\$59,360	
Support	1400	\$28.62	\$40,068	
DIRECT LABOR TOTAL:				\$2,798,241
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
General & Administrative	2.0971	\$2,798,241	\$5,868,191	
INDIRECT COSTS TOTAL:				\$5,868,191
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
Transportation/mileage (subject to 10% mark up)			\$100,710	
Lodging (subject to 10% mark up)			15,000	
TRAVEL COSTS TOTAL:			\$115,710	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Field equipment/supplies, rentals, office supplies, copies, and other direct costs (subject to 10% mark-up)		1	\$360,317	\$360,317
Sanborn Head Equipment/Supplies - Sanborn Head's Proposed NHDES Rates		1	\$330,295	\$330,295
EQUIPMENT SUBTOTAL:			\$690,612	
c. SUBCONTRACTS			ESTIMATED COST	
Laboratory Costs (subject to 12% mark up)			\$1,300,000	
Drilling Costs (subject to 12% mark up)			\$1,500,000	
Other Non-Remediation Subcontractors (subject to 12% mark up)			\$850,000	
Remediation Subcontractors (subject to 10% mark up)			\$9,000,000	
SUBCONTRACTS SUBTOTAL:			\$12,650,000	
d. OTHER (Specify categories)			ESTIMATED COST	
OTHER SUBTOTAL:			\$0	
OTHER DIRECT COSTS TOTAL:				\$13,456,322
10. TOTAL ESTIMATED COST				\$22,122,754
11. PROFIT (Calculated based on 10% of direct labor and indirect labor costs; 12% of laboratory, drilling and other [non-remediation] subcontractor costs; and 10% on field equipment/supplies, travel/lodging, rentals, office supplies, copies, and other direct costs. For the purposes of this spreadsheet, remediation contractors are marked up by 10%)				\$2,252,246
12. TOTAL PRICE				\$24,375,000

COMPLETED EPA FORM 5700

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) Environmental Consulting 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) June 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
the date above.

(3) June 12, 2023

DATE OF EXECUTION



SIGNATURE OF COMPOSER

Executive Vice President/COO

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

CERTIFICATE OF RESOLUTIONS

SANBORN, HEAD & ASSOCIATES, INC.

I, Matthew R. Poirier, do hereby certify that I am the duly-elected Executive Vice President/COO and Treasurer of Sanborn, Head & Associates, Inc. ("Sanborn Head" and/or the "Corporation"), a corporation organized under the laws of the State of New Hampshire, and that the following is a true and correct copy of a Resolution of the Board of Directors of Sanborn Head adopted at a meeting duly held in accordance with the Corporation's By-Laws, at which a quorum was present, and that the same is still in force and effect:

VOTED, that Barret S. Cole, President, and/or Matthew R. Poirier, Executive Vice President, are hereby authorized, for and in the name of the Corporation, to execute proposals and/or contracts with the State of New Hampshire, Department of Environmental Services ("NHDES") on behalf of Sanborn Head, and that the Corporation will be bound according to the provisions of such proposals and/or contracts. The signature of Barret S. Cole or Matthew R. Poirier shall serve to bind the Corporation to such proposals and contracts. In addition, the President and/or Executive Vice President, are hereby authorized to execute and deliver such other documents as may be necessary or appropriate in connection with effectuating such NHDES contracts.

IN WITNESS WHEREOF, I have subscribed my name as Executive Vice President/COO and Treasurer and have caused the Seal of the Corporation to be hereunto affixed as of June 2, 2023.



SANBORN, HEAD & ASSOCIATES, INC.

Matthew R. Poirier, P.E.
Executive Vice President/COO and
Treasurer

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 SANBORN, HEAD & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 29, 1993. 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: 189458

Certificate Number: 0006241008



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

