The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

121

March 25, 2024

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 **SOLE SOURCE** contract with GZA Geo Environmental, INC (VC #174515-B001), Norwood Massachusetts, in the amount of $296,743 to complete an assessment of south-central New Hampshire community water supplies to evaluate the potential cost to meet the lowered PFAS MCLs, effective upon Governor and Council approval through April 1, 2026. 100% Federal Funds.

Funding is available in the account as follows.

	FY 2024
03-44-44-441018-5564-102-500731	$296,743

Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services

EXPLANATION

Approval of this contract will authorize GZA Geo Environmental (GZA) to supplement the study it completed titled "South-Central New Hampshire Water Supply Plan" dated June 30, 2023 to wholistically evaluate how to address PFAS contamination in the drinking water obtained from approximately 200 public water supply wells for small community water systems in southern New Hampshire. The study will assess the opportunity to reduce the cost of extending water from large community water systems to multiple small community water systems in close proximity to one another relative to each small community water system installing their own PFAS treatment system or developing their own separate project to connect to nearby large community water systems. This is a **Sole Source** contract because GZA is uniquely qualified to expand the study it recently completed in 2023 because they have in-depth knowledge of water systems in the area, current engineering assessment of the water systems and the basic data needed to complete the work. Given its recent work, GZA is positioned to complete this work efficiently and cost effectively. The information provided by this study is needed as soon as possible to access existing federal financial assistance funds associated with mitigating PFAS in drinking water.

This contract has been approved as to form, substance, and execution by the Office of the Attorney General. If Federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval.

FOR 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 03302-9500	
1.3 Contractor Name GZA GeoEnvironmental, Inc.		1.4 Contractor Address 5 Commerce Park North Ste 201, Bedford, NH 03110	
1.5 Contractor Phone Number 603-623-3600	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date April 1, 2026	1.8 Price Limitation $296,743
1.9 Contracting Officer for State Agency Melissa Macheras, Drinking Water and Groundwater Bureau		1.10 State Agency Telephone Number 603-271-2950	
1.11 Contractor Signature Date: 2/22/2024		1.12 Name and Title of Contractor Signatory James M. Wieck, P.G. Hydrogeologist/Associate Principal	
1.13 State Agency Signature Date: 03/25/2024		1.14 Name and Title of State Agency Signatory For Robert R. Scott, Commissioner, Dept. of Environmental Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Melisse Feles, AAG On: 3/29/24			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 2/22/2024

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
Date 2/22/2024

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
Date 2/22/2024

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
Date 2/22/2024

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and the Grantee.

STATE CYBERSECURITY:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Grantee Initials
Date 2/22/24

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

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

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

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

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

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

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

Grantee Initials
Date 2/22/24

EXHIBIT B
SCOPE OF WORK

The following scope of work will be completed, consistent with and including work described in the proposal submitted by GZA GeoEnvironmental, Inc. (GZA) responding to NHDES's request August 28, 2023 and subsequent discussions and communications. All deliverables associated with the listed objectives below will be provided to NHDES according to the timelines established herein, or as stated in the proposal, with advance notice to NHDES should the timelines need adjustment. Summaries of project activity will be provided to NHDES at least monthly and may be combined with virtual meetings, as necessary. Adjustments to the schedule under this scope must be submitted in writing in advance along with a justification of the change(s).

Specifically, the following tasks, as described in the proposal submitted to NHDES, will be accomplished:

Task 1. Work Scope Development, Project Management, Coordination, Stakeholder Communication, Meetings
Overall project management/logistical and financial coordination of the work by GZA and Underwood Engineers (UE). Meetings including:

- Project kick-off meeting with NHDES, UE, and GZA (assumed virtual/remote);
- Routine meetings with NHDES (assumed biweekly virtual/remote);
- Support NHDES with one virtual meeting with community water system representatives (meeting to be held following United States Environmental Protection Agency (EPA) issuance of Federal MCLs);
- South-Central New Hampshire Regional Water Supply Project (SCNHRWP) review meetings as requested (assumed two 2-hour in-person meetings at NHDES Concord offices); and
- Other meetings described in related tasks.

GZA and UE representatives will attend the project kick-off meeting, routine meetings with NHDES, and the SCNHRWP review meetings. UE and/or GZA may attend certain technical meetings with NHDES and/or stakeholders as appropriate to the meeting topic. GZA will develop and maintain a project stakeholder web portal for the presentation of collected data and project information throughout the duration of the project. The portal will provide credential-restricted access to summaries of data to selected stakeholders. The portal can be maintained following the completion of the project at the request of the NHDES.

Task 2: Initial Data Collection, Management, and Assessment
Collection of data needed to develop and run alternative (treatment and connection) cost models.

Data collection
Initial Data provided by NHDES:

System ID; PFAS concentration data; coordinates of wells; number of connections and population served; water use: average day and maximum day (for systems that report to the NHDES Water Use Reporting program, generally >20,000 gallons per day); and monthly totals, from which averages can be calculated; existing treatment; other water quality issues that may exist, but they are not treating for (i.e., manganese); age of pumphouse where known; existing and recent significant deficiencies related to source, treatment, pumphouse; private water supply well location; and property boundaries within Study Area.

Additional data that may be received from Water Suppliers and CWS utilizing web-based questionnaire (a Virtual meeting with stakeholders [major water suppliers/towns, and CSWs] would be held to present project and roll out web-based data collection): Physical Extent/location of distribution networks; information listed above not provided by NHDES; capital improvement needs/plans; water rate data; consolidation studies; and treatment system capital and O&M cost data.

Where certain data is not available, UE will make reasonable assumptions or attempt to contact the system owner/operator to collect additional information. It is assumed up to 25 systems may need to be contacted.

Data Management

Data for each CWS will be stored and managed using GIS and will be shared with NHDES and selected other stakeholders via a secure web portal.

Data Presentation and Assessment

Prepare statistical and spatial summaries of data collected, facilitated using GIS, identify data gaps, and derive distance to existing major supply and other CWS networks.

Deliverables: GIS files of data and project information collected during Task 2. Meeting with NHDES to discuss data collected.

Task 3: Case Studies

Using the data collected under Task 2, UE will select six CWSs for detailed assessment. The six CWSs serve as Case Studies to provide information to be used in the global assessment of on-site improvements and consolidation throughout the Study Area. The intent is for the six CWS Case Studies to vary in size, condition, hydraulics, proximity to municipal water and/or other CWSs, ownership, etc., and to be representative of the range of CWSs in the Study Area. The cost of extending and/or consolidating CWSs will be compared to the cost of providing treatment on-site. Costs will include construction costs, engineering, and contingency. Where appropriate, other "soft" costs will be identified, such as O&M, taxes (private systems), administrative, legal, land, etc.
UE will visit the six representative systems to collect information. The field visits will include visual observation of the water main extension route to help assess potential costs. The information collected will be added to the data tabulation above.

UE will work with the stakeholders to identify the basis of design for the evaluation.

Once overall costs are established for each Case Study, UE will discuss and evaluate other metrics (beyond capital costs) to support decision-makers in the selection of long-term solutions for their CWS. The intent of the Case Studies is to provide data from a sample of representative systems that can be used to inform the assessment of the CWS throughout the Study Area.

Deliverables: Technical Memorandum summarizing Case Study evaluation. The Technical Memorandum will also be included in the final report under Task 5.0 either as an attachment or embedded into the report.

Task 4: Engineering Review

Following completion of the Case Studies, UE, with support from GZA, will advance engineering for the Study Area. The purpose is to develop an overall cost impact and estimate additional water supply needs for the over 200 CWSs in the Study Area. This part of the work will be a desktop evaluation and will not include site visits or detailed evaluations of each CWS. Below are the proposed Steps:

1. Development of a screening matrix using selected parameters identified in the Case Studies and based on engineering judgment to make an initial determination if on-site improvements or CWS consolidation is appropriate. Project stakeholder input and engineering judgment will be used to determine the importance or weight of each parameter. The proximity of CWSs clustered in an area will be considered in the matrix.
2. Water main extensions will be assumed for all community water system in the Study Area, and a planning level capital cost will be developed. On-site improvement capital costs for PFAS treatment developed in the Case Studies will be used to assign treatment costs for each of the CWS in the Study Area. O&M costs or other costs associated with condition assessment needs or other water quality issues will not be developed under this subtask. The purpose of this will be to provide a comparison of the cost benefits of on-site improvements when appropriate and used in Step 3 for initial screening.
3. The weighted screening matrix will be applied to the select parameters in the tabulated data of the 200 +/- CWSs and preliminary costs developed in Step 2, to initially classify each CWS for either on-site improvements or interconnection. An additional objective of the initial screening will be to identify CWSs that will become non-compliant and CWSs that will not become non-compliant but are located proximate to a non-compliant CWS.
4. Engineering judgment, stakeholder input and assumptions will be used to further refine the initial screening recommendations. On-site treatment will be considered and recommended over a municipal water main extension when cost and other weighted metrics from the Case Studies do not warrant an extension. Chemical feed and booster pumping stations/water storage for differing pressure zones will be included where needed.
5. UE will calculate a system-wide cost for extending water distribution piping to CWS recommended for consolidation using typical linear foot pricing. On-site improvement costs developed in the Case Studies will be assumed when recommended and modified when appropriate.

A final cost for the Study Area will be developed and presented for planning purposes. This cost will be compared to the costs developed in Step 2 for water main extensions to all community water systems and evaluate overall savings associated with the recommendations of this study.

6. Potential adjacent service areas (i.e., private wells and transient systems that could be served) by water lines constructed to connect systems to major water suppliers or consolidate systems will be identified and presented in tables and figures. Potential effects on resiliency will be noted where identified.

7. UE will evaluate the impact of the increased demands due to CWS consolidation on the findings of the SCNHRWP by Town and Supplier. To the degree possible, interconnected CWSs water use will be associated with a water supplier consistent with Alternative 2 – Hybrid Supply option identified during the SCNHRWP. The effects of potential future supply sources and distribution network improvements identified by NHDES or UE/GZA will be identified (e.g., raising of Lake Massabesic water level by Manchester Water Works, construction of a radial collector well on the Merrimack River, Merrimack River crossing by Pennichuck Water Works).

To the extent practicable and consistent with the proposed budget, GIS methods will be used to help facilitate the evaluation through a web-based tool developed by GZA (similar to the tool developed for the SCNHRWP). GIS will be used to develop conceptual overview maps of proposed improvements for each alternative. The findings will be entered into the Web-based GIS tool for easy presentation. Credential-restricted access to selected data will be available to selected stakeholders.

Deliverables: Screening Matrix in Excel format GIS files, including all improvements and associated data considered in the CWS evaluation.

Task 5: Final Report/Deliverables

This task includes completion of the data assessment and documentation of the study, as well as study wrap-up meetings. The study, including an overview of methods used, results, and recommendations, will be documented in a summary technical report (Final Report). The Final Report will include CWS Connection and Treatment Cost Models, output, conclusions, and recommendations. UE will provide GZA with a technical memorandum summarizing the case studies and engineering review.

Deliverables: Final report, screening matrix as a Microsoft Excel file, GIS web-based tool that can be used to reassess conditions as new data becomes available, electronic databases developed during the study

EXHIBIT C
METHOD OF PAYMENT

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Total
Task 1A: Work Scope Development	$4,487
Task 1B: Project Management	$15,503
Task 1C: Meetings and Work Sessions	$46,204
Task 2: Initial Data Collection, Management, and Assessment	$33,659
Task 3: Case Studies	$78,945
Task 4: Engineering Review	$79,660
Task 5: Final Report / Deliverables	$38,285
TOTAL	**$296,743**

Grantee Initials
Date 2/22/24

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 January 11, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **James Wieck, Associate Principal** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the **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 nay 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: February 19, 2024

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

Commonwealth of Massachusetts
County of Norfolk

On this 19th day of February, 2024, before me, the undersigned notary public, personally appeared Jonathan Selden (name of document signer), proved to me through satisfactory evidence of identification, which were driverslicense, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

(seal)

LAURA WIGHTMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 14, 2027

Notary Public Signature

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: **0006529897**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of January A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2024

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

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

PRODUCER
Greyling Ins Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Samuel
PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : The First Liberty Insurance Corporation	33588
INSURER C : Liberty Mutual Fire Ins Co	23035
INSURER D : Commerce and Industry Insurance Company	19410
INSURER E : Convex Insurance UK Limited	
INSURER F :	

INSURED GZAGEOE
GZA GeoEnvironmental, Inc.
5 Commerce Park North
Suite 201
Bedford NH 03110

COVERAGES **CERTIFICATE NUMBER:** 1087060297 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			RPL200796021	2/28/2024	2/28/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X $25K Ded per Occ						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AS6Z11261208014	2/28/2024	2/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductible	$ 1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6Z11261208044	2/28/2024	2/28/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			B1636P240114	2/28/2024	2/28/2025	Per Claim	$1,000,000
D	Pollution Liability			CPO11710520	2/28/2024	2/28/2025	Aggregate	$1,000,000
							Per Claim/Aggregate	$1M/$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job #04.P000290.24, South-Central New Hampshire Regional Water Supply Project, Various Locations, New Hampshire.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, NH 03302-9500

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
Gregg Bodenchuk

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