New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

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January 17, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a **Retroactive Sole Source** contract with Barrie Miller's Well & Pump Service, Inc. (vendor code #205835), Hillsborough, NH in the amount of $30,690.00 for emergency service and chemical treatment of both the Well #2 at the Berlin State Fish Hatchery and the Field Well #5 at the Milford State Fish Hatchery effective upon Governor and Council approval for the period November 1, 2024 through June 30, 2025. Funding is 100% Fish and Game Funds.

Funding is available in account **Inland Fisheries Management** –Hatcheries as follows:

		FY25
03-075-075-752020-21320000-048-500226	Contractual Maintenance	$30,690.00

EXPLANATION

This contract is **Retroactive Sole Source** because the service performed was an emergency. The water levels at both locations, Berlin and Milford State Fish Hatcheries, was catastrophically low due to issues with their wells. Barrie Miller's Well and Pump Services, Inc. is our only vendor for any service required at our large water withdrawal wells at our hatcheries. We have been working with Administrative Services to develop a state contract with Barrie Miller for NH Fish and Game Department hatcheries. The other companies that performed this work have retired.

The Berlin Hatchery utilizes wells to provide water to the hatchery building and operation of these wells supply life supporting water for trout production at both the Berlin Hatchery and the Milford Hatchery. Restoring the flow and water quality is vital to sustaining required trout production. The New Hampshire Fish and Game Department hatchery staff reported low water conditions at both Milford and Berlin Fish Hatcheries. This is a critical situation as these hatcheries run exclusively on well water. Barrie Miller's Well & Pump Service, Inc. was called immediately as this is our only vendor that services these large wells. It was determined the pumping equipment in Field Well #5 at Milford had failed and was in need of repair. Berlin's Well #2 was in need of chemical treatment and redevelopment, as well as pump repairs. The well pumping performance and the water quality of both of these wells has significantly diminished over time and Barrie Miller recommends the replacement of both wells as soon as we can. The emergency redevelopment service was completed on the Milford well on November 1, 2024 and the Berlin well on November 5, 2024.

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

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 NH Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Barrie Miller's Well & Pump Service, Inc.		1.4 Contractor Address PO Box 23, Hillsborough, NH 03244-0023	
1.5 Contractor Phone Number 603-464-4806	1.6 Account Unit and Class 20-07500-2132-048-500226	1.7 Completion Date June 30, 2025	1.8 Price Limitation $30,690.00
1.9 Contracting Officer for State Agency Stephanie L. Simek, Executive Director		1.10 State Agency Telephone Number (603)271-3511	
1.11 Contractor Signature George B. Miller Date: 12/10/2024		1.12 Name and Title of Contractor Signatory George B. Miller, President	
1.13 State Agency Signature Date: 12/30/2024		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director, NH Fish & Game Dept.	
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: Keely Lovato Keely Lovato On: 01/27/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GBM
Date 12/10/2024

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 Initial JBM
Date 12/10/2025

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 JBM
Date 12/10/2024

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 GBM

Date 12/10/2024

Exhibit A

Special Provisions

None

Exhibit B

Scope of Services

A. The Contractor shall provide all labor, materials, chemicals and equipment to satisfactorily clean and recondition the Field Well at Milford State Fish Hatchery and Well #2 at Berlin State Fish Hatchery following the AquaFreed® process or approved equivalent process. Cleaning by a hydrochloric acid treatment method is not an acceptable approved equal. The Contractor shall also determine the specific capacity of the well before and after reconditioning and provide a report.

B. The Contractor shall recondition the pumping equipment from Milford Hatchery Field Well and Berlin Hatchery Well #2 following the specifications described herein.

C. The Contractor shall apply for, pay all fees, and obtain all permits necessary to complete the work, lawfully. The contractor shall comply with all provisions of permits, including coordination and inspections of work by the appropriate approving authorities.

D. Material and shop drawings shall be submitted to the Chief of Inland Fisheries for approval.

E. Complete final cleanup of the site and facility to the complete satisfaction of the Owner. The work shall include the cost of legal disposal of all excess or waste materials generated from this project in a manner which is consistent with any local, state and federal rules and regulations for disposal of such materials.

F. Furnish all pump test results and other information related to work done on the well, pumps and motors, pump information, warranties and contract closeout material prior to making the final payment request.

G. Additional treatment of both wells with Sodium Hypochlorite to clean well screens

DETAILED SPECIFICATIONS

FOR

REMOVAL AND INSPECTION OF PUMPING EQUIPMENT

AND

CHEMICAL TREATMENT AND REDEVELOPMENT OF WATER SUPPLY WELL

1. **INTENT OF SPECIFICATIONS:** Under these specifications, it is intended that the CONTRACTOR shall furnish all necessary equipment, labor and supplies required to recondition both the well and pumping equipment in service for the ***New Hampshire Fish and Game Department at the Berlin, NH Hatchery Well #2***. All information which the BIDDER may require may be secured by means of a personal visit to the site of the work. Arrangement for such a visit may be made by contacting the Hatchery Superintendent.

2. **NEW HAMPSHIRE DES TEMPORARY GROUND WATER DISCHARGE PERMIT:** The CONTRACTOR shall work with the NHF&G to prepare and submit the NH DES application for a Temporary Ground Water Discharge permit as required for the well redevelopment procedures.

3. **EQUIPMENT:** The CONTRACTOR shall furnish, deliver, and erect at the site all necessary rigging and miscellaneous equipment to accomplish the repairs. This will include a hoist/crane rig capable of pulling the motor and pumping equipment. **The development rig MUST include a hydraulically operated surging piston with variable stroke length between 1 and 6-feet to provide a reciprocating surging action in the well automatically. Use of a Cable Tool rig is NOT acceptable.** The equipment shall also be capable of a stroke frequency up to 30 strokes per minute. The work will be performed by the CONTRACTOR'S personnel with equipment owned by the CONTRACTOR and shall not be subcontracted.

4. **SITE SAFETY REQUIREMENTS:**

   - CONTRACTOR'S field employees must all have current OSHA 10-Hour Training to be permitted on site.

   - Due to the use of heavy equipment, the use of hazardous chemicals, the presence of potential overhead and electrical hazards, **the CONTRACTOR'S field crew MUST consist of a 2-MAN CREW for ALL on-site activities** including accessing the pump station, removal & reinstallation of the permanent pumping equipment, installation & removal of the developing tools, all chemical handling including surface preparation, injection, pumping and neutralization, and all mechanical surging and pumping activities.

5. **PRELIMINARY TEST:** Prior to pulling the pumping equipment, the CONTRACTOR shall conduct a test of the well and pumping equipment by isolating the well from the system, connecting a temporary discharge line and orifice pipe to the station blow off line or yard hydrant, and operating the existing pump at a minimum of four (4) different flow rates to establish a baseline for the evaluation of the effectiveness of the cleaning effort. Vibration, voltage and amperage readings are also to be collected and recorded during the pre-cleaning testing procedures.

6. **REMOVAL AND INSPECTION OF PUMP AND MOTOR:** The CONTRACTOR shall remove the pump and motor from the well, taking all due precaution to avoid damaging the well house, well casings, seals, discharge piping or pumping equipment. Once removed, the pumping equipment, column pipe, and discharge head shall be disassembled, cleaned by high pressure washing and inspected by the CONTRACTOR'S qualified personnel. A written Pump Inspection Report detailing the condition of the equipment will be prepared and submitted, along with a complete list of recommended repair parts, including pricing, to the Hatchery Superintendent for review and approval. No repairs shall be made without prior written authorization from the Hatchery Superintendent. This work shall be performed by the CONTRACTOR'S factory trained personnel, and shall not be subcontracted.

7. **WELL REDEVELOPMENT:** The CONTRACTOR shall redevelop each well for up to 32-hours by a combination of individual chemical treatments, mechanical surging, high volume backwashing and pumping. The development equipment to be used MUST include a minimum of three (3) full diameter blocks (two in the screen and one in the casing), an end-suction turbine pump, a calibrated orifice for the measurement of the flow rate and a minimum 1,500 gallon temporary holding tank to be used for the storage and neutralization of the redevelopment chemicals.

The wells will be redeveloped and chemically treated as follows:

1st Treatment – Once the pumping equipment has been removed the CONTRACTOR shall pre-treat the well by jetting the interior of the screen with a high pressure stream of water to remove soft materials and break apart hardened mineral deposits from the screen surface. The jetting tool is to be set within the well along with either a submersible or centrifugal pump. Once set, the jetting tool will be raised and lowered through the well screen covering the entire length of screen on each pass. Throughout the jetting process, the submersible/centrifugal pump will be used to pump debris loosened out of the well. Waste water pumped from the well will be directed to a temporary holding tank where the solids will we allowed to settle out prior to discharge of the water on-site at a location acceptable to the OWNER.

2nd Treatment - Upon removal of the jetting equipment, the surge-block development tools will be set, and prior to the placement of any chemicals, the well will be surged for a period of one (1) hour and then pumped to waste to remove any loose debris from the interior of the screen & casing. Place in the well screen a solution consisting of 20 degree baume Muriatic Acid and NuWell 310 Bio-Acid Enhancer. A sufficient amount of Acid shall be placed in the well to provide an Acid concentration in the entire screen and gravel pack of 15%. The NuWell 310 shall be added at a rate of 2.5 gallons per 55 gallons of Acid. Once the solution has been placed in the well it shall be forced into the formation by the addition of 1,500 gallons of potable water. The Acid/NW310 solution shall then be surged, pumped and backwashed for a minimum of 4 hours. The high volume backwash effort shall include the recirculation of unspent Acid/NW310 solution into the well through the developing tools. Each backwash event should include a quantity of not less than 1,000 gallons of the chemical solution being forced back into the screened section of the well. Once the treatment is complete, the well will be pumped to waste while surging, into the temporary settling tank provided by the CONTRACTOR. After settlement, the Acid solution will be neutralized to a pH of at least 6.0 by the addition of Soda Ash, and then discharged to waste on-site at the location designated by the OWNER. A detailed record of the neutralization data shall be maintained and submitted with the final report. In calculating the amount of chemicals to be required, the screen length plus 5' shall be considered as a base. The gravel pack shall be considered to have

a porosity of 50% and allowance should be made to fill both the screen and the gravel pack with chemicals.

3rd Treatment – Once the Acid solution has been pumped from the well, the CONTRACTOR shall treat the well using a wetting agent to remove formation fines, silts and clays. Place 1 gallon of Nu Well 220 (Johnson Screen) per 1,000 gallons of well volume. Once the solution has been placed in the well it shall be forced into the formation by the addition of 500 gallons of water. The well shall be surged, pumped and backwashed (as described above) for a minimum of 4 hours, the solution pumped from the well, neutralized as needed, and discharged to waste on-site.

4th Treatment – Once the Wetting Agent solution has been pumped from the well, the CONTRACTOR shall place in the well sufficient Sodium Hypochlorite solution to provide a minimum concentration of 200 ppm. The total volume of the chlorine solution shall be 3 times the volume of the water in the screen and gravel pack. Immediately following the injection of the chlorine, the well will be surged without pumping to distribute the solution through both the screen and gravel pack. Following this surging effort, the solution is to be forced into the formation by the addition of 1,500 gallons of water. Whenever possible the solution shall remain in the well overnight and be surged, pumped and backwashed (as described above) for a minimum of 4 hours before pumping to waste. Following treatment, the chlorine solution will be pumped into a temporary settling tank provided by the CONTRACTOR. The Sodium Hypochlorite solution will be neutralized in the CONTRACTOR'S temporary holding tank with Sodium Bisulfite until a chlorine residual of < 5ppm is achieved. The neutralized solution will then be discharged to waste on-site at the location designated by the OWNER. A detailed record of the neutralization data shall be maintained and submitted with the final report.

Additional Treatments - At the completion of each chemical treatment, a brief 30 minute pumping test shall be conducted to provide an estimate of the development results. The test MUST be completed using the end suction turbine pump and calibrated orifice pipe. No other methods of pumping or flow measurement will be permitted. Upon completion of each treatment, an analysis of the development results shall be made with the OWNER. The decision of whether to provide additional chemical treatments will be made at that time.

Pumping to Clear Well Treatment Chemicals – **The final 6-hours of machine time is to be spent surging and pumping the well to waste to ensure that all treatment chemicals have been removed from the well and surrounding aquifer prior to the well being returned to service.**

8. **REASSEMBLY AND REINSTALLATION:** The CONTRACTOR shall reassemble and install the reconditioned pumping unit in the well, being careful to maintain proper alignment with the existing pump foundation and discharge piping.

9. **FINAL TEST OF WELL AND EQUIPMENT:** Following the installation of the pump in the well, the CONTRACTOR shall conduct a 2 hour pumping test of the well and its equipment, comparing the results of this test with the capacity of the well prior to its reconditioning. Voltage and amperage measurements shall be taken and recorded, together with pump discharge pressure, static and pumping water levels and capacities at four (4) operating points of the pump.

10. **REPORT:** Upon completion of all work, a letter report detailing the work completed. Information to be included in the report includes the following:

- Complete details of the results of the daily testing throughout the redevelopment process, redevelopment chemicals including quantities used and a detail of any repair parts furnished.

- A separate report detailing the post-cleaning flow test on the well and pumping equipment showing all pertinent well, pump and motor information as well as all field test data collected and a plot of the current pump performance shall be made.

11. **SALVAGE:** All pump parts and equipment removed from the existing work and not required to be reinstalled in the new work shall remain the property of the OWNER.

Exhibit C

Method of Payment

Payment will be made within 30 days of approved invoice(s).

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 BARRIE MILLER'S WELL & PUMP SERVICE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 06, 2001. 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: 379631
Certificate Number: 0006700532

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2024.

David M. Scanlan
Secretary of State

BARRIE MILLER'S WELL & PUMP SERVICE, INC.

PO Box 23
HILLSBOROUGH, NH 03244-0023
Phone/Fax (603) 464-4806
millerh2o@comcast.net

CERTIFICATE OF VOTE

I, Peter W. Leberman, Secretary of Barrie Miller's Well & Pump Service, Inc. (the "Company"), do hereby certify that:

1. I am the duly elected Secretary of Barrie Miller's Well & Pump Service, Inc.

2. The following are true copies of two (2) resolutions duly adopted by written consent of the Board of Directors of Barrie Miller's Well & Pump Service, Inc. dated March 8, 2024.

   RESOLVED: That the Company enter into a contract with the State of New Hampshire, acting through its Fish and Game Department.

   RESOLVED: That George B. Miller, the President, Treasurer, and Sole Director of the Company, is hereby authorized on behalf of the Company to enter into a contract with the State and to execute any and all documents, agreements, and other instruments, and any other amendments, revisions, or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 11, 2024.

4. George B. Miller is the duly elected President, Treasurer, and Sole Director of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Barrie Miller's Well & Pump Service, Inc. this 11th of March 2024.

[CORPORATE SEAL]

Peter W. Leberman

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 11th day of March 2024, before me, the undersigned officer, personally appeared Peter W. Leberman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

[SEAL]

ABIGALE E. PROVOST
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC
-MY- COMMISSION EXPIRES JANUARY 31, 2029

Abigale E Provost
Notary Public
Name of Notary: Abigale E Provost

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
30 Century Hill Drive
Suite 200
Latham NY 12110

CONTACT NAME:
PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : IRONSHORE SPECIALTY INS CO	
INSURER B : Selective Insurance Company of America	12572
INSURER C : Selective Insurance Company of SC	19259
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BARRMIL-02
Barrie Miller's Well & Pump Service, Inc.
PO Box 23
Hillsborough, NH 03244

COVERAGES CERTIFICATE NUMBER: 1301106728 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	
B	X COMMERCIAL GENERAL LIABILITY			S2643672	1/17/2025	1/17/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			S2643672	1/17/2025	1/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			S2643672	1/17/2025	1/17/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9128232	1/17/2025	1/17/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Inland Marine			S2643672	1/17/2025	1/17/2026	Scheduled Equipment	$168,000
A	Pollution Liability			ICELLUW00159068	4/17/2024	4/17/2025	Occurrence Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CG730001023, CG79881023

CERTIFICATE HOLDER

New Hampshire Fish and Game Department
11 Hazen Drive
Concord NH 03301-6500

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

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