



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

87



April 21, 2025

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Hazen and Sawyer, P.C. (Vendor Code #355345-B001) New York, NY in the amount of \$400,000.00 for completing PFAS Treatment and Destruction Study for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2026. 100% Capital Funds.

Funds are available in the following account:

	<u>FY25</u>
03-44-44-442030-0959-034-500162	\$400,000
Dept. Environmental Services, L'11, 253:1-VI-E WRBP CAP Improve , Capital Projects	

EXPLANATION

Approval of this request will authorize Hazen and Sawyer, P.C. to perform consulting engineering services to complete alternatives analyses and bench scale testing for treatment and/or destruction of PFAS chemicals in wastewater biosolids, landfill leachate and centrate; the concentrated liquid byproduct of dewatering centrifugation processes. The professional services that are the subject of this contract are more completely described in Exhibit B. The WRBP reserves the right to extend this contract given continued CWSRF funding support to include pilot studies, alternative analyses, and design of potential full-scale construction of technologies that are deemed both feasible and beneficial to the WRBP.

The engineering firm was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I:22 and the State's Request for Proposal (RFP) dated July 19, 2024. The RFP was advertised in The Concord Monitor newspapers, posted on the State's Administrative Services Purchase and Property website, and directly sent to DES pre-qualified engineering firms. Eight firms responded to the solicitation and were independently evaluated by the WRBP Selection Team (Team). Three firms were shortlisted for interviews (see attached tables with selection team members and ranking results). Based upon their superior proposal and interview, their breadth of technical experience and expertise, the Team unanimously recommended that the WRBP

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095

(603) 271-3504

TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council.

Page 2

enter into a contract with Hazen and Sawyer

The WRBP then entered into negotiations with Hazen and Sawyer, P.C. using a separately submitted Fee Schedule. As part of these negotiations, the WRBP negotiated the scope and contract price limitation of \$400,000 from the WRBP Replacement Fund with CWSRF funding reimbursement for the full amount. This limitation includes a contingency amount of \$41,472.42 that shall not be utilized without prior approval by the WRBP. The task cost itemization and project 10-month schedule included as attachments to Exhibit B identify the expected work to be completed in each fiscal year; with the majority of the work in FY 2026. The CWSRF funding offsets all costs to the member communities who fund the WRBP. The WRBP Franklin wastewater treatment facility serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board. Entering into a contract with Hazen and Sawyer and applying for CWSRF funding was recommended by the WRBP Advisory Board on April 2, 2025.

All costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP.

This contract has been approved by the Department of Justice as to form, substance and execution.

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Hazen and Sawyer, P.C.		1.4 Contractor Address 498 7th Ave; 11th Floor New York, NY 10018	
1.5 Contractor Phone Number 860-936-3902	1.6 Account Unit and Class 03-44-44-44030- 0959-034-500162	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$400,000.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 3/31/2025		1.12 Name and Title of Contractor Signatory Benjamin Levin, Associate Vice President	
1.13 State Agency Signature  Date: 4/23/25		1.14 Name and Title of State Agency Signatory Robert R Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: Keely Lovato Keely Lovato		On: 4/28/25	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

None.

Initials BK
Date 3/31/2025

EXHIBIT B SCOPE OF SERVICES

Project Background: The NHDES-owned and operated Winnepesaukee River Basin Program (WRBP) Franklin Wastewater Treatment Facility (WWTF) treats municipal sewage with an average daily flow of 4.83 MGD, ranging from 2.04 – 13.52 MGD (2024 data). In 2024, the WWTF also treated a total of 3.36 MG of septage, 2.01 MG of hauled landfill leachate, and 0.86 MG of sewer landfill leachate. PFAS sampling performed since 2017 throughout the WWTF has demonstrated the presence of PFAS in landfill leachate, influent, effluent, centrate, and biosolids. Conventional wastewater treatment processes such as those employed at the NHDES-WRBP Franklin WWTF are not effective in removing or destroying PFAS.

Hazen and Sawyer, P.C. (Hazen) was selected to assist NHDES-WRBP with the investigation of PFAS treatment/destruction technologies, potential piloting, and conceptual design of full-scale systems development to remove and/or destroy PFAS from wastewater sidestream (i.e., centrate), biosolids and/or leachate. NHDES-WRBP identified centrate, biosolids and/or leachate as priority treatment areas based on their respective PFAS loading and anticipated regulatory drivers. Four discrete tasks are envisioned in the project scope with each task to be completed in pre-approved phases. The four tasks include:

1. Identifying and evaluating potential treatment technologies, pros and cons of each for the NHDES-WRBP, and recommendations for bench and/or pilot testing.
2. Bench-scale testing of the most promising technologies may be included as determined by the initial technology evaluation.
3. Pilot-scale testing of the most promising technologies may be included as determined by the initial technology evaluation and bench scale testing, if performed.
4. Development of a final report that includes a conceptual design of the recommended facilities, budgetary costs, and a preliminary implementation schedule.

The Scope of Services to be provided under this Phase 1 contract are described in Tasks 1 through 2 below. Tasks 3 and 4 will be completed, if deemed feasible and advantageous to the WRBP, under a separate contract amendment.

- A. Basic Services and Amendments: The scope of work, periods of service, and compensation have been estimated on the basis of the NHDES-WRBP's and Hazen's understanding of the known Project requirements as of the date of the execution of the Agreement. The NHDES-WRBP and Hazen agree that the NHDES-WRBP may request changes that would modify the scope of work or period of performance. The NHDES-WRBP and Hazen agree that required changes and/or modifications of the scope of work, period of service, and compensation for any project part will be established by amendment to this Agreement. All work is contingent upon the availability of funding.
- B. Sub-Consultants/Sub-Contractors: Hazen shall serve as NHDES-WRBP's prime design professional and engineering representative for the Project providing professional Engineering, consultation, and advice with respect thereto. Hazen may employ such sub-consultants or sub-contractors as needed in accordance with Items 12 and 15 of the Agreement and the NHDES-WRBP Request for Proposals

dated 7/19/2024 and its addenda which are incorporated herein by reference. Sub-Consultants/Sub-Contractors shall be required to carry standard P-37 insurance, meet all requirements for CWSRF funding, and carry pollution prevention liability insurance with the WRBP named as additional insured.

C. Project Objectives:

- Evaluate PFAS treatment/destruction technologies for dewatering centrate, biosolids and leachate to support NHDES-WRBP's objectives and future treatment goals.
- Bench and/or pilot technologies to inform full-scale performance and implementation.
- Develop conceptual design of the recommended solution(s) sufficient to inform future decisions as to their potential implementation.

D. Project Scope –The scope includes the following tasks:

Identify and Evaluate: This task includes reviewing existing PFAS data, identifying and screening PFAS treatment technologies for viable options based on Hazen's experience and expertise in the field, performing an alternative analysis in a preliminary report with recommendations for pros and cons and potential further testing, if deemed advantageous to the NHDES-WRBP.

Bench Testing: This task, if executed, includes planning the testing, product/vendor identification, developing documents to support installation in consultation with the vendor(s), oversight of startup and commissioning by vendor, permitting support, providing support for vendor operation and data analysis, providing summary of performance and effectiveness to achieve NHDES-WRBP goals, and delivering outcomes in a report with recommendations and pros and cons for potential piloting and/or full-scale implementation.

Pilot Testing: This task, if executed under separate amendment, includes planning the testing, vendor identification, developing design documents for pilot installation in consultation with the vendor(s), oversight of startup and commissioning by vendor, permitting support, providing support for vendor pilot operation and data analysis, providing summary of pilot performance and effectiveness to achieve NHDES-WRBP goals, and delivering piloting outcomes in a report with recommendations and pros and cons for potential implementation.

Recommendation: This task includes conceptual design development (15%) of the recommended technology(ies), if any, conceptual cost development for construction, installation, life-cycle O&M cost development, develop project implementation plan with delivery of PFAS evaluation final report.

Task 1: Identify and Evaluate

The objective of this task is to establish an understanding of existing conditions at the NHDES-WRBP, evaluate technologies to remove and/or destroy PFAS in biosolids, centrate and leachate, and recommend technologies for potential bench-scale and pilot-scale testing.

Task 1.1 Project Management

The objective of this task is to provide project management support through Task 1.

Sub-tasks will include:

- Provide contract administration services sufficient to meet contractual requirements (e.g., coordinating, administering, and managing all work, preparing, tracking, and reviewing management information, progress reports, project requirements).
- Provide management actions needed to maintain budget and schedule.
- A two-hour kickoff meeting will be held with up to six Hazen staff (four in-person and two virtual) and NHDES-WRBP to discuss the scope of work, project schedule, and project procedures. It is assumed that the meeting will be hosted in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.
- Progress meetings at 1 hour/month via TEAMS for five (5) months duration (see attached schedule).

Task 1.2 Review Existing Data and Leachate Sampling

The objective of this task is to ensure a thorough understanding of PFAS presence and fate through the Franklin WWTF and wastewater/biosolids/leachate quantity and quality to inform the technology evaluation.

Sub-tasks will include:

- i. Review historical and sampling data
- ii. Virtual meeting to discuss findings/insights from the data review.
- iii. Develop a data request to identify data gaps that can inform the project and be completed within the scope and schedule.

It is assumed that NHDES-WRBP will provide data per the data request and be available for clarifying conversations/questions.

Task 1.3 Evaluation of Alternatives

The objective of this task is to develop a shortlist of technologies for pre-testing and pre-design alternatives analysis.

Task 1.3.1 PFAS Treatment and Destruction Technology Evaluations

Hazen will identify and evaluate the potential technology options for PFAS treatment of centrate, biosolids and leachate at Franklin WWTF.

Sub-tasks will include:

- i. Identification of technologies applicable to NHDES-WRBP objectives.
- ii. Organization of technologies based on technology maturity, references, etc.

- iii. Development of single page fact sheets for presentation to NHDES-WRBP during technology screening workshop.

Task 1.3.2 Technology Screening and Fatal Flaw Analysis

Hazen will perform screening/fatal flaw analysis for the identified technologies based on criteria developed in collaboration with NHDES-WRBP.

Sub-tasks will include:

- i. Development of a list of qualitative screening/fatal flaw criteria that will be used to screen the technologies, example criteria include:
 - Applicability to centrate, biosolids, leachate
 - Meets treatment objectives
 - Siting constraints/availability of off-site locations
 - Provides multi-benefit contaminant removal
 - Implications of treatment (e.g., residual generation/disposal, water quality impacts)
- ii. Screening/fatal flaw exercise by Hazen to reduce options down to a maximum of 2 technologies per wastestream.
- iii. Two-hour workshop to review the shortlist of technologies, confirm the technologies to be evaluated further as part of the vendor pre-selection evaluation stage. It is assumed that up to six Hazen staff will attend the workshop and it will be held in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.

Task 1.3.3 Pre-design Evaluation of Shortlisted Alternatives

The objective of this task is to perform a quantitative and qualitative evaluation of the shortlisted technologies and converge on technologies to be explored further with bench-scale and pilot-scale testing.

Sub-tasks will include:

- i. Development of a list of quantitative and qualitative criteria for concept evaluation. Example criteria include treatment performance, sampling and testing, capital costs, annual costs, labor, footprint, impacts to existing processes and facilities, available utilities, O&M requirements, residual generation/disposal, pretreatment requirements, permitting, schedule and duration necessary for further decision-making, etc.
- ii. Pre-design level evaluation of up to 2 technologies per wastestream. This effort will be limited to identifying process design criteria and information needed for the quantitative and qualitative evaluation criteria. Coordination with vendors will also occur to understand bench-scale and/or pilot testing capabilities and cost, as necessary since vendor shall operate and maintain all bench and pilot testing facilities.
- iii. A two-hour workshop will be held to review the pre-design evaluation of alternatives and select the technologies to be evaluated with testing in Task 2 and/or 3. It is assumed that

up to six Hazen staff will attend the workshop and it will be held in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.

Task 1.4 Deliverable – Alternatives Evaluation Technical Memorandum

The objective of this task is to summarize the results of the technology evaluation alternatives analysis, recommended technologies for bench-scale and/or pilot testing, and estimated costs for testing. Hazen will submit a draft technical memorandum (TM) equivalent to the NH CWSRF-required Alternatives Analyses report to NHDES-WRBP documenting findings from Tasks 2.2 and 2.3. Following receipt of comments, Hazen will revise the TM and submit it as final to NHDES-WRBP.

Task 2: Bench Testing

The objective of this task is to perform feasibility testing of technologies identified in Task 1 prior to further testing at the pilot scale. It is assumed that a maximum of six technologies will be tested at the bench-scale, two technologies for centrate, two technologies for biosolids and two technologies for leachate.

****For scoping purposes, we have assumed testing may be conducted at bench-scale. The specific testing scale and scope will be determined at the conclusion of Task 1. The NHDES-WRBP reserves the right to select any, all, or none of the recommended options for further testing and all work is contingent upon availability of funding.**

Task 2.1 Project Management

The objective of this task is to provide project management support through Task 2.

Sub-tasks will include:

- Provide contract administration services sufficient to meet contractual requirements (e.g., coordinating, administering, and managing all work, preparing, tracking, and reviewing management information, progress reports, project requirements).
- Provide coordination with sub-consultants/sub-contractors.
- Provide management actions needed to maintain budget and schedule.
- A one-hour kickoff meeting will be held with up to six Hazen staff (four in-person and two virtual) and NHDES-WRBP to discuss the scope of work, project schedule, and project procedures. It is assumed that the meeting will be hosted in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.
- Monthly progress meetings will be held to review task progress, decisions, action items, and planning. It is assumed that progress meetings shall be up to two hours in duration and attended by up to three Hazen staff and held virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes. Assumes duration of five (5) months (see schedule).

Task 2.2 Deliverable - Bench-Scale Testing Plan

The objective of this task is to develop a bench-scale testing plan for technologies selected under Task 1.

Sub-tasks will include:

- Hazen will develop a testing plan outlining the goals and objectives, bench-testing scope and duration, vendor and lab coordination, roles and responsibilities, testing scenarios, sampling plan (e.g., locations, analyses, frequency), off site testing location(s) or installation location(s) on site (e.g., location, connections), quality assurance and control protocols, and reporting methods.
- The draft testing plan will be submitted to NHDES-WRBP for review and, following receipt of comments will be revised and submitted as final.
- A two-hour meeting will be held to review the bench-scale testing plan with NHDES-WRBP. It is assumed that up to six Hazen staff will attend the meeting and it will be held in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.

Task 2.3 Bench-Scale Testing

The objective of this task is to perform bench-scale feasibility testing of technologies identified in Task 2 and inform recommendations for pilot-testing.

Sub-tasks will include:

- Completion of bench-scale testing and vendor coordination.
- A two-hour meeting will be held to review the bench-scale testing results and confirm which selected technologies may be tested at the pilot scale. It is assumed that up to six Hazen staff will attend the meeting and it will be held in-person and virtually via Microsoft TEAMS. Hazen will prepare the meeting agenda, slides, and meeting minutes.
- Assumptions for this task include:
 - Hazen will perform all sample collection, routine wastewater analyses, and coordination with a third-party lab for more advanced wastewater/biosolids/leachate analyses including PFAS. For fee development, PFAS analysis by a third-party lab is assumed to include the total oxidizable precursor assay using EPA Method 1633, adsorbable organofluorine analysis by EPA Method 1621 for aqueous samples and direct total organofluorine analysis for solids samples. It is assumed Hazen will remit payment for all third-party laboratory invoices.
 - WRBP staff will not be involved in bench-scale testing.

Task 2.4 Deliverable – Bench-Scale Results Technical Memorandum

The objective of this task is to summarize the results of the bench-scale testing and recommended technologies for pilot testing. The draft technical memorandum will be submitted to NHDES-WRBP for review and, following receipt of comments, will be revised and submitted as final.

EXHIBIT C COST PROPOSAL & TERMS OF PAYMENT

The compensation for work performed under the contract shall be on a time and materials (T/M) cost-basis.

1. The Cost Spreadsheet, Project Schedule, and the NHDES Form 5700-41 "Engineering Report Phase Cost or Price Summary Format for Sub-agreements Under NH SAG and SRF" submitted by the Engineer are the basis of negotiated compensation.
2. NHDES Form 5700-41 includes itemized hourly rates for each labor classification of Engineer's staff.
3. Rates shall provide all-inclusive costs, including all federal, state and local taxes, all payroll (direct labor) related costs, bonding, insurance (general liability, professional liability, and worker's compensation). Engineer, Subconsultant and Subcontractor labor costs shall clearly delineate when they apply to office time, on-site time and travel time.
4. On-site labor time shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from and to the contractor's primary office location to the WRBP job site.
5. Engineer and subconsultants shall carpool and/or make appropriate travel arrangements, as necessary, to minimize mileage expense to the extent feasible.
6. All items listed in the Fee Schedule with a specified unit price shall be considered Usual and Customary rates, to which no markup may be added when billed to the State.
7. Profit mark-up (10%) shall only apply to Engineer's direct labor and overhead.
8. Billing Rates for subconsultants and subcontractors are inclusive of direct labor, overhead, and profit, unless otherwise negotiated for a specific task order.
9. The Engineer's mark-up on subconsultants and subcontractors is zero percent.
10. Monthly billing shall be based on hours and rates by labor category with markup in accordance with the attached fee schedule.
11. Tasks shall be authorized separately and each is contingent upon availability of funding.
12. Use of the contingency shall be pre-approved by the WRBP. No compensation shall exceed the contract price limitation.

The negotiated Engineer's Fee Schedule, Cost Spreadsheet and Project Schedule are attached.

Cost or Price Summary Format for Sub-agreements Under NH SAG and SRF

Part I: General				
Grantee/Loanee Name: NHDES, Water Division, WRBP			Grant/Loan #:	
Contractor/Subcontractor Name: Hazen and Sawyer			Proposal Date: January 20, 2025	
Contractor/Subcontractor Address: 1750 Elm St., Suite 402 Manchester NH 03104			Services Furnished: Professional Engineering	
Street name and number City/Town State ZIP				
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Vice President	57	\$111.84	\$6,374.88	
Associate Vice President	84	\$97.29	\$8,172.36	
Senior Associates	139	\$93.25	\$12,961.75	
Associates	65	\$64.21	\$4,173.65	
Senior Principal Engineer	240	\$60.59	\$14,541.60	
Principal Engineer/Scientist	279	\$55.12	\$15,378.48	
Assistant Engineer	522	\$44.99	\$23,484.78	
Direct Labor Total	1386		\$85,087.50	\$85,087.50
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
Overhead	\$85,087.50	1.78	\$151,455.75	
Indirect Costs Total				\$151,455.75
Other Direct Costs			Est. Cost	
Travel			\$9,960.00	
Bench-Scale Testing			\$88,370.00	
Contingency			\$41,472.42	
Other Direct Costs Total				\$139,802.42
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Equipment Subtotal				
Other (Specify categories.)			Est. Cost	
Other Subtotal				
Other Direct Costs Total				
Total Estimated Cost			\$376,345.67	
Profit			\$23,654.33	
Total Price				\$400,000.00
Part III Price Summary				
Competitors Catalog Listings, In-house Estimates, Prior Quotes (Indicate basis for price comparison)			Market Price(s)	Proposed Price

ENGINEERING REPORT PHASE CONTRACT
 For Professional Services for Treatment Works

	Total	

Part IV Direct Labor by Category

14. Insert the appropriate work category in the table below. Work categories would include but not be limited to those categories shown in the Contract Documents such as design, survey, subsurface, cadastral, O&M Manual, administration, inspection, record drawings, start-up, special services etc.

Work Category	Project Management	Existing Data Review	Alternative Evaluation	Bench scale testing plan and work	Technical Memoranda	Total Hours	Rate	Cost
Vice President	3	5	26	15	8	57	\$111.84	\$6,374.88
Associate Vice President	23	5	29	16	11	84	\$97.29	\$8,172.36
Senior Associate	33	5	36	35	30	139	\$93.25	\$12,961.75
Associate			45		20	65	\$64.21	\$4,173.65
Senior Principal Engineer		25	71	87	57	240	\$60.59	\$14,541.60
Principal Engineer/Scientist	32	10	71	115	51	279	\$55.12	\$15,378.48
Assistant Engineer		42	115	260	105	522	\$44.99	\$23,484.78
Total Direct Labor Costs:								\$85,087.50

Task #	Description	Vice President	Associate Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer/Scientist	Assistant Engineer	Total Hours	Total Direct Labor	Total Indirect Costs	Total Direct Labor and Indirect Costs	Fee	Total Labor	Other Direct Costs	Total
1.0	Identify and Evaluate	\$ 111.84	\$ 97.29	\$ 93.25	\$ 64.21	\$ 60.59	\$ 55.12	\$ 44.99			178%		10%			
1.1	Project Management															
	Project Coordination		8	8					18	\$ 1,524.32	\$ 2,713.29	\$ 4,237.61	\$ 423.78	\$ 4,661.37	\$ -	\$ 4,661.37
	Meeting - Kickoff Meeting (In-Person and Virtual)	2	2	3			4		11	\$ 918.49	\$ 1,634.91	\$ 2,553.40	\$ 255.34	\$ 2,808.74	\$ 50.00	\$ 2,858.74
	Meeting - Monthly Progress Meetings		4	8					24	\$ 1,796.60	\$ 3,197.95	\$ 4,994.55	\$ 499.45	\$ 5,494.00	\$ 150.00	\$ 5,644.00
1.2	Review Existing Data															
	Leachate Sampling Plan	1				4			8	\$ 714.12	\$ 1,271.13	\$ 1,985.25	\$ 198.53	\$ 2,183.78		\$ 2,183.78
	Data Review	2	3	3		15			24	\$ 2,783.91	\$ 4,955.36	\$ 7,739.27	\$ 773.93	\$ 8,513.20	\$ -	\$ 8,513.20
	Meeting - Data Review Meeting (Virtual)	2	2	2		6	10		32	\$ 1,969.40	\$ 3,505.53	\$ 5,474.93	\$ 547.49	\$ 6,022.43	\$ -	\$ 6,022.43
1.3	Evaluation of Alternatives															
1.3.1	PFAS Treatment and Destruction Technology Evaluation															
	Technology Review and Factsheet Development	5	5	6	8	15			18	\$ 3,837.50	\$ 6,830.75	\$ 10,668.25	\$ 1,066.83	\$ 11,735.08	\$ -	\$ 11,735.08
1.3.2	Technology Screening and Fatal Flaw Analysis															
	Technology Screening	3	6	6	8	12	12		20	\$ 4,280.76	\$ 7,619.75	\$ 11,900.51	\$ 1,190.05	\$ 13,090.56	\$ -	\$ 13,090.56
	Meeting - Technology Screening and Fatal Flaw Review Workshop (In-Person and Virtual)	5	5	5	5	6	6		15	\$ 3,202.06	\$ 5,899.67	\$ 8,901.73	\$ 890.17	\$ 9,791.90	\$ 2,390.00	\$ 12,181.90
1.3.3	Pre-Design Evaluation of Shortlisted Alternatives															
	Alternatives Evaluation	9	9	15	18	30	45		50	\$ 10,984.30	\$ 19,552.05	\$ 30,536.35	\$ 3,053.64	\$ 33,589.99	\$ -	\$ 33,589.99
	Meeting - Alternatives Evaluation Review Workshop (In-Person and Virtual)	4	4	4	6	8	8		12	\$ 3,060.34	\$ 5,447.41	\$ 8,507.75	\$ 850.77	\$ 9,358.52	\$ 2,390.00	\$ 11,748.52
1.4	Deliverable - Alternatives Evaluation Technical Memorandum															
	Draft TM	3	3	12	12	24	15		30	\$ 6,147.57	\$ 10,942.67	\$ 17,090.24	\$ 1,709.02	\$ 18,799.27	\$ -	\$ 18,799.27
	Final TM	2	2	6	8	8	8		15	\$ 3,091.97	\$ 5,503.71	\$ 8,595.68	\$ 859.57	\$ 9,455.24	\$ -	\$ 9,455.24
	Subtotal	38	53	78	65	128	202	684	\$ 44,311.34	\$ 78,074.19	\$ 123,165.53	\$ 12,318.55	\$ 135,504.08	\$ 4,980.00	\$ 140,484.08	
2.0	Bench-Scale Testing															
2.1	Project Management															
	Project Coordination		4	4					8	\$ 762.16	\$ 1,356.64	\$ 2,118.80	\$ 211.88	\$ 2,330.69	\$ -	\$ 2,330.69
	Meeting - Kickoff Meeting (In-Person and Virtual)	1	1	2			4		8	\$ 616.11	\$ 1,096.68	\$ 1,712.79	\$ 171.28	\$ 1,884.06	\$ 50.00	\$ 1,934.06
	Meeting - Monthly Progress Meetings		4	8					12	\$ 1,796.60	\$ 3,197.95	\$ 4,994.55	\$ 499.45	\$ 5,494.00	\$ 150.00	\$ 5,644.00
2.2	Deliverable - Bench-Scale Testing Plan															
	Draft Testing Plan	2	3	8		15		30	58	\$ 3,520.10	\$ 6,265.78	\$ 9,785.88	\$ 978.59	\$ 10,764.47	\$ -	\$ 10,764.47
	Final Testing Plan	3	3	6		8		15	35	\$ 2,346.46	\$ 4,178.70	\$ 6,523.16	\$ 652.32	\$ 7,175.47	\$ -	\$ 7,175.47
	Meeting - Bench-Scale Testing Plan Review Meeting (In-Person and Virtual)	2	2	4		6		10	24	\$ 1,604.70	\$ 2,856.37	\$ 4,461.07	\$ 446.11	\$ 4,907.17	\$ 2,390.00	\$ 7,297.17
2.3	Bench-Scale Testing															
	Bench-Scale Testing / Vendor Coordination		2	3		22	70	120	217	\$ 11,064.51	\$ 19,694.83	\$ 30,759.34	\$ 3,075.93	\$ 33,835.27	\$ 88,370.00	\$ 122,205.27
	Data Analysis	6	4	10		20	25	60	125	\$ 7,281.90	\$ 12,961.78	\$ 20,243.68	\$ 2,024.37	\$ 22,268.05	\$ -	\$ 22,268.05
	Meeting - Bench-Testing Results Review Workshop (In-Person and Virtual)	2	2	4		16	20	25	69	\$ 3,987.85	\$ 7,098.37	\$ 11,086.22	\$ 1,108.62	\$ 12,194.85	\$ 2,390.00	\$ 14,584.85
2.4	Deliverable - Bench-Scale Results Technical Memorandum															
	Draft TM	2	4	8		15	18	40	87	\$ 5,059.45	\$ 9,005.82	\$ 14,065.27	\$ 1,406.53	\$ 15,471.80	\$ -	\$ 15,471.80
	Final TM	1	2	4		10	10	20	47	\$ 2,736.32	\$ 4,870.65	\$ 7,606.97	\$ 760.70	\$ 8,367.67	\$ -	\$ 8,367.67
	Subtotal	19	31	61	0	112	159	320	702	\$ 40,776.16	\$ 72,581.56	\$ 113,357.72	\$ 11,335.77	\$ 124,693.50	\$ 93,350.00	\$ 218,043.50
	Contingency														\$ 41,472.42	\$ 41,472.42
	Total	57	84	139	65	240	279	522	1386	\$ 85,087.50	\$ 151,455.75	\$ 236,543.25	\$ 23,654.33	\$ 260,197.58	\$ 139,802.42	\$ 400,000.00

CERTIFICATION OF VOTE OF AUTHORIZATION

Date: March 18, 2025

I hereby certify that a meeting of the Board of Directors of Hazen and Sawyer, P.C.
Corporation

duly called and held at Phoenix, AZ, April 26, 2024, at which time a quorum
place and time

was present and acting, it was voted that Benjamin I. Levin, the duly
name

qualified and acting Associate Vice President of the Corporation, be and hereby is
title

authorized to execute and deliver for in behalf of the Corporation, a Contract with the
State of New Hampshire, Department of Environmental Services, 29 Hazen Drive,
PO Box 95, Concord, NH 03302-0095

for PFAS Treatment and/or Destruction Alternatives Project
purpose of contract

which Contract was presented to and made a part of the records of said meeting. I

further certify that said vote has not been repealed, rescinded, or amended.

A true copy of the record,

ATTEST:



Clerk of the Corporation



(SEAL)

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 HAZEN AND SAWYER, P.C. is a New York Professional Profit Corporation registered to transact business in New Hampshire on January 23, 2006. 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: **550921**

Certificate Number: **0007149442**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2025

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
	INSURER(S) AFFORDING COVERAGE
INSURED Hazen and Sawyer, P.C. 498 Seventh Avenue New York, NY 10018	INSURER A: Continental Casualty Company (CNA) A, XV 20443
	INSURER B: National Fire Insurance Company of Hartford A(XV) 20478
	INSURER C: American Casualty Co of Reading, PA A(XV) 20427
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		7036845683	3/29/2025	3/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CompJ/Coll. Ded \$ 1,000 EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	7036845652	3/29/2025	3/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Wastewater PFAS Treatment and/or Destruction Alternatives

State of New Hampshire, Department of Environmental Services (NHDES) is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability SEE ATTACHED ACORD 101

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services (NHDES) WRBP Franklin WWTF P.O. Box 68 Franklin, NH 03235	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
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer, P.C. 488 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

Attachment A

Selection Team Rankings

Proposal Rankings - 8 Responding Firms

	Proposal Rankings	Overall Proposal Rank
Arcadis	55	
Brown & Caldwell	80	2
Hazen & Sawyer	90	1
Sanborn Head	65	
Terraphase	35	
Tetrattech	45	
TRC	35	
Wright-Pierce	75	3
Bold Firms selected for interviews.		

Interview Rankings - 3 Firms selected for interviews

	Proposal Rankings	Overall Proposal Rank
Brown & Caldwell	83	3
Hazen & Sawyer	91	1
Wright-Pierce	86	2
Bold Firm Selected for contract.		

Selection Team and Titles

- Tracy Wood, NHDES, Wastewater Engineering, Administrator
- Zach Lorch, NHDES, Wastewater Engineering, State Industrial Pretreatment Coordinator
- Sharon McMillin, NHDES-WRBP, Environmental Program Administrator
- Mark Corliss, NHDES-WRBP, Franklin WWTF Chief Operator
- Nick Fontaine, NHDES-WRBP, Industrial Pretreatment Coordinator