



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

June 16, 2026

90- 7/29/26



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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with The Water Techs, Inc. (VC #418375-B001) Derry, NH, in the amount of \$440,000 to provide treated water for residences and communities served by contaminated drinking water wells with the option to renew for one additional year, effective upon Governor and Council approval through June 30, 2030. 41% DWG Trust Fund, 32% Petroleum Reimbursement Fund, 18% Oil Pollution Control Fund and 9% Hazardous Waste Cleanup Fund.

Funding is available in the following accounts with the authority to adjust encumbrances for each State fiscal year through the Budget Office, if needed and justified. Funding for FY 2028-2030 are contingent upon continuing appropriation and availability of funds.

Account Name and Number	FY 2027	FY 2028	FY 2029	FY 2030	Totals
03-44-44-444010					
DWG Trust Fund 7428-102-500731	\$90,000	\$30,000	\$30,000	\$30,000	\$180,000
Petroleum Reimbursement Fund 1421-102-500731	\$35,000	\$35,000	\$35,000	\$35,000	\$140,000
Oil Pollution Control Fund 1400-102-500731	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Hazardous Waste Cleanup Fund 5392-102-500731	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
	\$155,000	\$95,000	\$95,000	\$95,000	\$440,000

EXPLANATION

RSA 146-A, RSA 146-D and RSA 485-A authorizes NHDES to remediate properties impacted by oil and hazardous waste contamination, a component of which consists of providing safe drinking water to residents affected by such contamination. Since 1990, NHDES has fulfilled this remedial element by funding the installation of contaminant-specific point-of-entry (POE) and point-of-use (POU) water treatment systems when the responsible party is unable or unwilling to pay for these

DES Website: www.des.nh.gov

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

Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

installations. This contract enables NHDES to swiftly address contaminated drinking water in instances where the source of contamination and identity of a responsible party is under investigation; successful conclusion of these investigations results in the transfer of operation and maintenance expenses for POE systems to the responsible party. These systems are installed in communities throughout the state and, typically, at privately-owned properties. This contract provides for the operation and maintenance of existing POE systems installed under previous contracts, and for the installation, operation and maintenance for new POE systems where needed. These treatment systems are critical to reducing or eliminating public health risks associated with drinking groundwater contaminated by oil and hazardous waste discharges.

NHDES solicited qualification statements by invitations sent on March 9, 2026 to 26 companies that have conducted treatment system installation at residential properties throughout the State under NHDES' PFAS Rebate Program. Additionally, the same solicitation was listed on the NH Department of Administrative Services website. The Water Techs, Inc. was the only company that submitted a qualification package to NHDES by the required due date of March 24, 2026, which was evaluated and scored by NHDES for prequalification as a potential bidder. This is due to the abundance of water treatment work currently in NH, and the surrounding market area, resulting in companies less willing to participate in an RFP requesting statements of qualifications and submission of a competitive bid to accept additional work with on-call demand.

The NHDES Evaluation Committee gave The Water Techs, Inc. qualification package a score of 1,420 out of 1,500, declared them a qualified bidder, and proceeded with negotiating rates based on the current specifications for equipment and services to install, operate, and maintain water treatment equipment. Attachment A illustrates the qualification package scoring by the NHDES Evaluation Committee and experience of the committee members.

This contract has been approved by the Department of Justice as to form, substance, and execution. In the event that the funds listed in the funding accounts table are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval.



Robert R. Scott, Commissioner

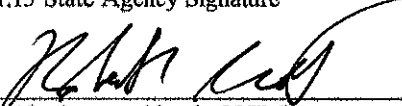
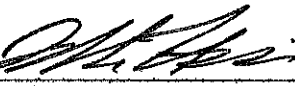
Attachments

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name The Water Techs, Inc.		1.4 Contractor Address PO Box 654 Derry, NH 03038	
1.5 Contractor Phone Number 603-421-6164	1.6 Account Unit and Class - Multiple -	1.7 Completion Date 6/30/2030	1.8 Price Limitation \$440,000.00
1.9 Contracting Officer for State Agency Joshua Whipple		1.10 State Agency Telephone Number 603-271-7377	
1.11 Contractor Signature  Date: 5/19/26		1.12 Name and Title of Contractor Signatory Ryan Hood, President	
1.13 State Agency Signature  Date: 6/26/26		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:  On: 7/6/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A

SPECIAL PROVISIONS

- A. This contract may be extended one additional year under the existing terms and conditions contained herein, with additional funds encumbered for the one-year extension upon NHDES notification to the Contractor. Contract work completed during the one-year extension will be subject to the approved price schedule and items of work as defined in the New Hampshire Department of Environmental Services (NHDES) document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications", dated April 7, 2026, incorporated herein by reference.

- B. NHDES may require the performance of extra work or emergency work as deemed necessary or desirable by issuance of Work Assignment or Change Order approved by NHDES. The amount of compensation paid to the Contractor for work authorized shall be made in accordance with the approved Price Schedule. Parts and equipment not covered by the Price Schedule shall be paid at actual cost plus a 10% markup to the Contractor.

In the case of extra work or emergency work which is done by subcontractors and approved by a Work Assignment or Change Order, the Contractor shall compensate one or more subcontractors in accordance with the approved price schedule. Services, parts, and equipment not covered by the price schedule shall be paid at actual cost plus a 10% markup to the Contractor. The Contractor shall not be entitled to extra compensation or markup for oversight of subcontractors on any of the POE assignments or plumber's work on damaged/broken water system components.

- C. No claim for extra work or cost adjustment shall be allowed unless the same was done pursuant to a written order by NHDES. If the claim is accepted for payment and is not covered by the Price Schedule, the Contractor shall provide all bills, payroll vouchers, purchase orders, and statements in an invoice package to NHDES for compensation.

Claims that have been approved and compensated by NHDES, shall not set a precedence for future claims for similar work such that there is an expectation that future claims will be approved for payment.

- D. The Contractor shall not install equipment or system components that are subject to the Contractor's status as a proprietary equipment dealer under subcontracts or agreements with POE component suppliers and manufacturers without the prior written consent of NHDES. Any previously installed proprietary parts needing replacement, the Contractor may need to identify "approved equal" replacement parts for use under this contract. Any replacement parts approved for use in this contract shall not be considered for extra claims unless NHDES considers the costs significant enough to adjust the original negotiated item cost.

Contractor Initials: ①

Date: 5/19/26

EXHIBIT B

SCOPE OF SERVICES

The major items of work involved in this contract are for the design, installation and maintenance of point-of-entry (POE) drinking water treatment systems, located at various locations throughout the State of New Hampshire, which include the following primary work activities:

- a. Maintenance of approximately 20 existing POE treatment systems.
- b. Installation and maintenance of approximately 20 new POE treatment systems over a four-year period.
- c. Installation and maintenance of approximately 80 replacement carbon contactors of various sizes ranging from two cubic feet to four cubic feet in capacity.
- d. Collection and analysis of approximately 300 water samples from operating treatment systems throughout the state.
- e. Remove, replace and dispose of approximately 800 cubic feet of granular activated carbon.
- f. Provide the services of a certified plumber for the repair and replacement of damaged water fixtures and leaks caused by the NHDES water supply sampling team during residential well sampling.

All work shall be performed in accordance with the NHDES document titled: "DESIGN, INSTALLATION, AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT – TECHNICAL SPECIFICATIONS", incorporated herein by reference.

NHDES shall issue work to the Contractor on an assignment basis, similar to a Job Order, using scope items outlined in the negotiated Price Schedule in Exhibit C-1. NHDES may request a quote for services that are not in the Price Schedule. The quote will require NHDES approval prior to starting the contract work assignment.

NHDES makes no guarantee of a minimum or maximum amount of work and assignments to be issued to the Contractor during any fiscal year in the contract period.

Contractor Initials: *BT*
Date: 5/19/26

EXHIBIT C

CONTRACT PRICE AND PAYMENT METHOD

The Contract Price is \$440,000 covering the four-year contract term.

NHDES agrees to pay The Water Techs (TWT) for the POE services and plumbing repairs as specified in the negotiated Price Schedule attached and incorporated herein as Exhibit C-1.

NHDES shall pay for all work in accordance with the NHDES document titled: "DESIGN, INSTALLATION, AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT – TECHNICAL SPECIFICATIONS, Section 01150 MEASUREMENT AND PAYMENT", incorporated herein by reference.

The total amount of payments to TWT authorized by NHDES shall not exceed the amount set forth in this contract unless the terms of this contract are revised or an amendment has been approved by Governor and Executive Council to exceed the original contract award amount stated above.

Submission of Invoices

Invoices shall be submitted for each installation, repair, and maintenance assignment and shall contain at a minimum the following standard information:

1. Vendor name and vendor code,
2. Invoice date and invoice number,
3. Residence/Community name and Site number (originated by NHDES),
4. Period of work being invoiced (start and end dates),
5. Item numbered tasks/activities performed,
6. A description of the tasks performed during the billing period, and
7. Copies of invoices from all subcontractor services.

Payments

Invoices will be reviewed for compliance with the contract and the assignment by the NHDES Program Manager and may be returned to TWT if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES Contract Manager. Once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the NHDES Accounting Office for processing and payment.

NHDES will pay TWT the approved invoice amount for each assignment within 45 days of the Contract Manager's approval. NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered state funds become unavailable. NHDES may make partial payment where invoiced costs are not in accordance with the contract prices, terms and conditions, or where the approved budget/quote for an assignment has been exceeded without NHDES's written approval. NHDES shall notify TWT of short-pay information and may send copies of invoices with comments, as needed, for resolution or resubmission.

Contractor Initials: 
Date: 7/19/20

EXHIBIT C-1

NEGOTIATED PRICE SCHEDULE

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
1	Site Evaluations* _____ Per Site	Each	\$ 500.00	20	\$ 10,000.00
2	Site Installations _____ Per Site	Each	\$ 395.00	20	\$ 7,900.00
3	Furnish/Install Backwashing Filters _____ Per Unit	Each	\$ 1,980.00	5	\$ 9,900.00
4A	Furnish/Install Water Softener (0 - 3 mg/L iron) _____ Per Unit	Each	\$ 2,300.00	10	\$ 23,000.00
4B	Furnish/Install Water Softener (3 to 10 mg/L iron) _____ Per Unit	Each	\$ 2,700.00	5	\$ 13,500.00
5	Furnish/Install Residential Aerator _____ Per Unit	Each	\$ 6,500.00	10	\$ 65,000.00
6	Furnish/Install Air Injection Unit _____ Per Unit	Each	\$ 2,475.00	5	\$ 12,375.00
7A	Furnish/Install Granular Activated Carbon Unit (2 cu ft) _____ Per Unit	Each	\$ 1,545.00	25	\$ 38,625.00

Contractor Initials: 

Date: 9/19/20

(Price Schedule Continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
7B	Furnish/Install Granular Activated Carbon Unit (3 cu ft) _____ Per Unit	Each	\$ 2,025.00	15	\$ 30,375.00
7C	Furnish/Install Granular Activated Carbon Unit (4 cu ft) _____ Per Unit	Each	\$ 2,595.00	5	\$ 12,975.00
8	Furnish/Install Ultraviolet Sterilizer _____ Per Unit	Each	\$ 1,900.00	5	\$ 9,500.00
9	Furnish/ Install Water Meter _____ Per Unit	Each	\$ 450.00	25	\$ 11,250.00
10	POE Maintenance Coordination and Site Visits _____ Per Site Visit	Each	\$ 187.50	200	\$ 37,500.00
11	Service and Replace Air Stripper Pump _____ Per Unit	Each	\$ 1,610.00	5	\$ 8,050.00
12	Service and Re-Bed Activated Carbon (AC), and Dispose of used AC _____ Per Unit	Cu. Ft.	\$ 555.00	400	\$ 222,000.00
13	Service, Remove, and Dispose of Used AC, no AC Re-Bed _____ Per Unit	Cu. Ft.	\$ 275.00	30	\$ 8,250.00

Contractor Initials: 

Date: 9/19/26

(Price Schedule Continued)

	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
14	Service and Bed AC in contactors _____ Per Unit	Cu. Ft.	\$ 350.00	15	\$ 5,250.00
15	Service and Replace Lamp in Ultraviolet Sterilizer _____ Per Unit	Each	\$ 300.00	4	\$ 1,200.00
16A	Furnish/Install 2 X 10, 5.0 micron Cartridge Filter _____ Per Filter	Each	\$ 230.00	4	\$ 920.00
16B	Furnish/Install 4 X 10, 5.0 micron Cartridge Filter _____ Per Filter	Each	\$ 390.00	15	\$ 5,850.00
16C	Furnish/Install 4 X 20, 5.0 micron Cartridge Filter _____ Per Filter	Each	\$ 540.00	4	\$ 2,160.00
16D	Furnish/Service Cartridge Filters, regardless of size _____ Per Filter	Each	\$ 97.50	100	\$ 9,750.00
17A	Provide 2 X 10, 5.0 micron Cartridge Filter Replacement _____ Per Filter	Each	\$ 7.50	20	\$ 150.00
17B	Provide 4 X 10, 5.0 micron Cartridge Filter Replacement _____ Per Filter	Each	\$ 30.00	70	\$ 2,100.00
17C	Provide 4 X 20, 5.0 micron Cartridge Filter Replacement _____ Per Filter	Each	\$ 52.50	20	\$ 1,050.00

Contractor Initials: D

Date: 7/11/20

(Price Schedule Continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
18A	Service/Maintain AC Contactor, no Re-Bed _____ Per Unit	Each	\$ 75.00	15	\$ 1,125.00
18B	Service/Maintain Air Injection Unit _____ Per Unit	Each	\$ 170.00	5	\$ 850.00
18C	Service/Maintain Backwashing Filter _____ Per Unit	Each	\$ 75.00	10	\$ 750.00
18D	Service/Maintain Residential Aerator _____ Per Unit	Each	\$ 230.00	10	\$ 2,300.00
18E	Service/Maintain Calcite Neutralizer _____ Per Unit	Each	\$ 185.00	20	\$ 3,700.00
18F	Service/Maintain Water Softener + Brine Tank _____ Per Unit	Each	\$ 180.00	20	\$ 3,600.00
19A	Water Sampling, Collect 1-3 water samples for testing* _____ Per Site	Each	\$ 225.00	15	\$ 3,375.00
19B	Water Sampling, Collect 1-3 water samples for testing during POE Maintenance* _____ Per Site	Each	\$ 97.50	100	\$ 9,750.00
20	Remove, Clean, sanitize POE Components; Plumb water supply to original configuration _____ Per Site	Each	\$ 255.00	10	\$ 2,550.00

Contractor Initials: 

Date: 9/19/26

(Price Schedule Continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
21	Transport and Dispose of POE Components _____ Per Site	Each	\$ 52.50	10	\$ 525.00
22	Technician Labor, blended rate (includes support staff, technical staff & managers) _____ Per Hour	Hour	\$ 127.50	250	\$ 31,875.00
23	Licensed Plumber Services, specific quote for each assignment needed _____ Per Hour	Hour	\$ 225.00	100	\$ 2,250.00
*The associated cost for analytical laboratory testing by the DHHS Public Health Lab shall not be included in these items but invoiced to NHDES and paid directly by NHDES.					

Contractor Initials: *TD*
 Date: 5/19/26

State of New Hampshire

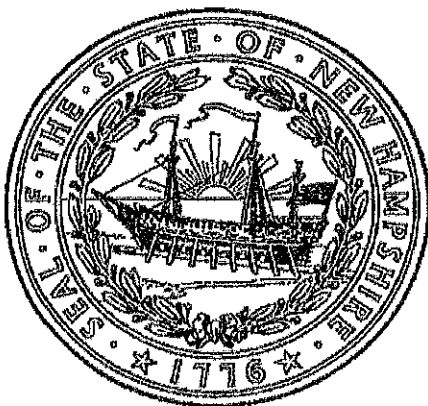
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE WATER TECHS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 04, 2016. 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: 737558

Certificate Number: 0007920249



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation or LLC - Contract Specific, date specific)

Corporate Resolution

I, Brenda C. Hood, hereby certify that I am duly elected Treasurer Secretary of
(Name)
The Water Techs, Inc. . I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 4, 2016
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Ryan K. Hood, President is duly authorized to enter a
(Name and Title)

contract on behalf of

The Water Techs, Inc. with the State of New Hampshire DES
(Name of Corporation)

and further is authorized to execute any documents which may in his/her
judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of Jan. 4, 2016. I further certify that it is understood that the State of New
Hampshire will rely on this certificate as evidence that the person listed above currently occupies
the position indicated and that they have full authority to bind the corporation to the specific
contract indicated.

DATED: 5/19/26

ATTEST: Brenda C. Hood, Treasurer
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2026

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 Relation Insurance Services 224 Main Street, Suite 2A Salem NH 03079		CONTACT NAME: Nicole Boudreau PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Nickl.Boudreau@relationinsurance.com	
INSURED The Water Techs Inc. PO Box 654 Derry NH 03038-0654		INSURER(S) AFFORDING COVERAGE INSURER A: Concord General Mutual Insurance Co INSURER B: Security National Insurance Co INSURER C: Evanston Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 20672 19879 35378	

COVERAGES **CERTIFICATE NUMBER:** 28-27 GL AU WC PL **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		20007519	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		20040771	03/05/2026	03/05/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	☐ 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 ☒ Y	N/A	SNS1585749	10/13/2025	10/13/2026
C	Pollution		CPLMOL133750	08/18/2025	08/18/2026	per occurrence \$1,000,000 aggregate \$2,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	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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Attachment A

Qualifications Scoring

NHDES Evaluation Committee	The Water Techs, Inc.			Scores
	General Information	Experience Record	Representative Projects	Totals
Evaluator No.1	40	290	150	480
Evaluator No.2	40	285	150	475
Evaluator No.3	35	295	135	465
			TOTAL:	1,420

NHDES Selection Committee

Committee Members	Position	Years Experience
Matthew Taylor, P.G.	Administrator	28+
Joshua Whipple, P.G.	Supervisor	27+
Jacqueline Oakes, P.E.	Supervisor	12+