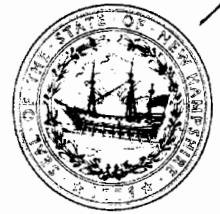




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Clark B. Freise, Assistant Commissioner



S.G.M.
109

June 5, 2017

His Excellency, Governor Christopher T. Sununu
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 The University of North Carolina at Chapel Hill (UNC-CH) (VC #171316 B001), Chapel Hill, NC, in the amount of \$43,928 in order to conduct a statewide drinking water and sewer rate study and dashboard implementation project, effective upon approval by Governor and Council through June 30, 2018. 100% Drinking Water State Revolving Fund (DWSRF) and Clean Water State Revolving Fund (CWSRF) Loan Management Funds.

Funding is available in the account as follows.

	<u>FY 2017</u>
03-44-44-441018-4790-102-500731	\$23,753
Department of Environmental Services, DWSRF Loan Management, Contracts for Program Services	
03-44-44-441018-4788-102-500731	\$20,175
Department of Environmental Services, CWSRF Loan Management, Contracts for Program Services	

EXPLANATION

The purpose of this contract is to hire UNC-CH as a consultant to conduct a statewide drinking water and sewer rate study, establish a baseline for drinking water and sewer rates for the State of New Hampshire and develop an interactive dashboard that will provide a tool that water and wastewater facilities could use to establish rates in comparison with other facilities that have similar characteristics in the State of New Hampshire. This project will empower communities to produce rates that will allow for a more sustainable water or wastewater facility.

A Request for Proposal (RFP) was posted and sent to eight firms familiar with this type of specialized work. Responses to the RFP resulted in one bidder that was capable of meeting all the requirements. UNC-CH has the staff, process, and infrastructure suitable to conduct the rate survey and build the interactive dashboard to the specifications identified in the RFP's scope of services. UNC-CH has completed more than twenty five rate surveys in multiple states and created interactive dashboards in fourteen states since 2007.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. We respectfully request your approval.


Clark B. Freise
Assistant Commissioner

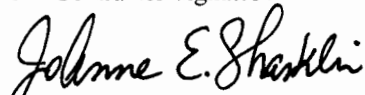
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

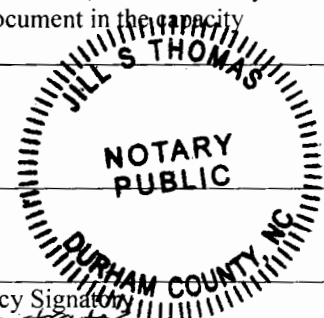
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name The University of North Carolina at Chapel Hill Environmental Finance Center at the School of Government		1.4 Contractor Address 104 Airport Drive Suite 2200, CB#3330 University of North Carolina Chapel Hill, NC 27599-1350	
1.5 Contractor Phone Number 919-843-9953	1.6 Account Number 03-44-44-441018-4790-102 03-44-44-441018-4788-102	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$43,928.00
1.9 Contracting Officer for State Agency Luis Adorno, Environmental Program Manager		1.10 State Agency Telephone Number 603-271-2472	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory TERRY MAGNUSON, VICE CHANCELLOR FOR RESEARCH	
1.13 Acknowledgement: State of <u>North Carolina</u> County of <u>Durham</u> On <u>June 1, 2017</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Jill S. Thomas, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sarah Yukas Kinn, Administrator NH Dept of Environmental Services, Commissioner's Office	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/6/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials



Date

6/1/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

strike 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials

Date

gt
6/1/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

EXHIBIT A
SCOPE OF SERVICES

The contractor will perform a comprehensive water and sewer rates survey and dashboard implementation project.

The Contractor will perform the following tasks.

I. Water and Sewer Rates Survey

- 1) Survey Mailing List and Survey Letter
 - a) Send the 2018 NHDES Water and Sewer Rate Survey request to every municipally-owned water and/or sewer system in the state (systems include cities, counties, water/sewer authorities and water/sewer commissions)
 - b) Survey should be drafted in consultation with NHDES staff
 - c) Survey should request that recipient supply a copy of the system's water and/or sewer rate structure to the Contractor
 - d) The survey letter should include support from the following entities:
 - I. New Hampshire Department of Environmental Services (NHDES)
 - II. Resources for Community and People (RCAP)
 - III. New Hampshire Municipal Association (NHMA)
 - IV. Granite State Rural Water Association (GSRWA)
- 2) Implementation of Rate Survey
 - a) Collect all survey responses via fax, e-mail or US mail.
 - b) The goal of the 2018 NHDES Water and Sewer Rate Survey is to create the most comprehensive database of current water and/or sewer rates structures in the state. The Contractor will be held to a response rate goal of 80%-90% (*Project will not be considered completed until the goal is reached by the contractor*)
 - c) Perform follow-up on all surveys not received
 - d) Enter all information received into database to facilitate data analysis
 - e) Perform quality control analysis to ensure data integrity
 - f) Perform quality control calculation
 - g) Perform follow-up on all responses requiring clarification
- 3) Implementation of Water and Sewer "Add-on" Rate Survey
 - a) Collect the following information via an "add-on" rate survey performed in addition to the water and sewer rate survey.
 - I. Information on other rates categories, including fire hydrant rates, fire sprinkler fees, irrigation rates, backflow device test fee, etc.
 - II. Information on the tap and impact fees
 - III. Any separate multi-family rates (e.g. rates for apartment complexes); and if they exist, how those rates are calculated
 - IV. Elderly or low income assistance program
 - V. Date of last rate change (increase/decrease). Include frequency of changes.

The response rate of the "add-on" survey will be tracked separately from the main water and sewer rate survey

4) Report and Tables Production

Contractor Initials

Date


6/1/17

- a) Produce utility rate tables that provide data in Microsoft Excel format including:
 - I. Residential Water Billing
 - II. Residential Water Structure
 - III. Residential Wastewater Billing
 - IV. Residential Wastewater Structure
 - V. Commercial Water Billing
 - VI. Commercial Water Structure
 - VII. Commercial Wastewater Billing
 - VIII. Commercial Wastewater Structure
 - IX. Industrial Water Billing, if applicable
 - X. Industrial Water Structure, if applicable
 - XI. Industrial Wastewater Billing, if applicable
 - XII. Industrial Wastewater Structure, if applicable
- b) NHDES shall reserve stewardship of all information and data created during the water and rate setting survey.
- c) Produce an executive summary of the survey effort to include findings and analysis of statewide water and sewer rate setting and rate structure trends
- d) Produce individual PDF rate sheets for each utility respondent

II. Interactive Rate Dashboard

1) Dashboard

- a) Produce an interactive rate dashboard that displays a utility's water or sewer rates in comparison to other utilities' rates according to the following criteria:
 - I. All utilities included in the survey (water or sewer)
 - II. Similar customer income - MHI (\$3,000 blocks)
 - III. Same river basin (7 state-wide river basins)
 - IV. Same water source (surface, ground, purchased)
 - V. Similar type of treatment system (lagoon, oxidation, ditch, activated sludge, etc.)
 - VI. Similar operating revenue (provided financial data is available)
 - VII. Similar sized system (number of accounts)
 - VIII. Similar geographic location (within 50 miles)
 - IX. Same rate structure (uniform, increasing block, decreasing block, etc.)
 - X. Any other comparison method suggested by NHDES
 - XI. Local cable bill (as reference for each utility)
- b) The above criteria will be displayed for water, sewer and water and sewer at the consumption levels of 0 through 15,000 gallons via the implementation of a slide bar
- c) The dashboard should contain a map of the state of New Hampshire to geographically identify the selected water and sewer system(s) on the map as well of the other systems within the selected criteria
- d) Produce an interactive dial that displays the charge per 500 gallons of water or sewer consumed after 10,000 gallons of monthly consumption
- e) Produce an interactive dial that displays operating ratio (%) of the utility

Contractor Initials

Date

JS
6/1/17

- f) Produce an interactive dial that displays the water and sewer bills as a percentage of MHI for the consumption levels of 0 through 15,000 gallons
 - g) Produce an interactive sliding dial that expresses the change(s) to the model as the cost of water and sewer to the customer increases. The slide will adjust the water and sewer rates charged to the customer, the conservation price signal and the bills as a percentage of MHI. This tool will allow local government officials to visualize proposed rate increases in an interactive manner
 - h) Display the date in which the rate structure was enacted (*if data is provided by the utility*)
 - i) Provide a section of the dashboard, which contains characteristics of the system, including:
 - I. Type of system
 - II. Number of customers
 - III. County
 - IV. Population demographics
 - V. MHI statistics
 - VI. Inside vs. outside rates
 - VII. Any other pertinent system characteristics
- 2) Dashboard Capabilities:
- a) The following are required capabilities of the dashboard:
 - I. Dashboard integration with Apple, Android and other tablet devices
 - II. Utility Information displayed on state map as the mouse rolls over location
 - III. Ability to “type-list” utilities from a drop-down list at top of dashboard

III. Presentation

- 1) Presentation of Findings
 - a) Communicate to all survey respondents directing recipients to a website link that includes the interactive rate dashboard, the executive summary, the utility rate tables and PDF rate sheets.
 - b) Allow utilities 10 days to review their results and advise of edits that need to be made
 - c) Prepare up to four brief presentations/publications of survey process and results at various annual conferences throughout the state. Conferences may include annual NHMA, NEWWA Conferences, GSRWA Conference, NEWEA Conference, and NHWWA conferences.
- 2) Provide NHDES assistance to normalize 2018 rate survey data with prior years’ rate survey data.

Contractor Initials

Date


6/1/17

SCHEDULE:

TASK	SCHEDULE
Task #1-Rate Survey (including mailing list and letter)	Upon G&C to January 31, 2018
Task#2- Add-On Survey	Upon G&C to January 31, 2018
Task#3- Report & Tables Production	April 30, 2018
Task#4- Interactive Rates Dashboard	January 31, 2018 to May 31, 2018
Task#5- Presentation of Findings (including normalizing data for 2018 survey)	May1, 2018 to June 30, 2018

Any requests for contract modifications should be made in writing, via e-mail, to the Program Manager. Types of modifications include contract end date, budget revisions, change in any activities and/or deliverables, and changes to the project lead.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month and shall only include completed tasks.

TASK	Payment Amount
Task #1-Rate Survey (including mailing list and letter)	\$16,422
Task#2- Add-On Survey	\$10,250
Task#3- Report & Tables Production	\$5,000
Task#4- Interactive Rates Dashboard	\$9,000
Task#5- Presentation of Findings (including normalizing data for 2018 survey)	\$3,256
Total Payment Amount	\$43,928

The submission of a final technical and financial report to NHDES will be done within 60 days after the end of the performance period.

The billing address shall be as follows:
 NH Department of Environmental Services
 29 Hazen Drive, PO Box 95
 Concord, NH 03302-0095
 Attn: Luis Adorno, Drinking Water and Groundwater Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials JA
 Date 6/1/17

EXHIBIT C
SPECIAL PROVISIONS

Section 6.1 of the Agreement is amended by striking the last sentence "In addition, the Contractor shall comply with all applicable copyright laws."

Section 9 of the Agreement is stricken and replaced with the following:

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 Contractor reserves the right to use all data, and the results of all services provided by Contractor under this Agreement, for its own teaching, research and publication purposes. All data, tangible property, and other results created by Contractor and arising out of the work performed under this Agreement shall be the property of Contractor. Contractor hereby grants to the State an unlimited license to utilize the data and other results of the work performed under this Agreement.

9.3 Any confidential information from the State must be submitted to Contractor and clearly marked as confidential. Contractor is free to refuse to accept such confidential information. Any confidential information that is disclosed orally must be identified as confidential at the time of disclosure, and shall thereafter be reduced to writing within thirty (30) days, clearly marked as confidential, and transmitted to Contractor. Confidentiality protection shall not apply to: a. information which, at the time of disclosure, is in the public knowledge; b. information which, after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement; c. Information which was in the possession of recipient at the time of disclosure and which was not acquired directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence; d. Information received from third parties, provided such information was not obtained, to their knowledge, by said third parties, directly or indirectly, on a confidential basis; e. Information which is independently developed by Contractor personnel not privy to the State's confidential information disclosed under this Agreement. Contractor shall not disclose confidential information without prior written approval of the State.

9.4 It is recognized and understood that certain existing inventions and technologies are the separate property of the State or Contractor and are not affected by this Agreement, and no party shall have any claims to or rights in such separate inventions and technologies. Invention shall mean any invention or discovery whether patentable or not that is conceived or first actually reduced to practice during or as a part [or arising out of] of the Research. The terms "conceived" and "reduced to practice" shall be given the meaning of those terms as used and interpreted for 35 U.S.C. § 10. Inventorship shall be determined in accordance with patent law or by mutual agreement if the Invention is not patentable. Contractor shall disclose Inventions in writing to the State within thirty (30) days after becoming aware of the Invention. Contractor agrees to grant to the State: (i) A paid-up nonexclusive, nontransferable, royalty-free, world-wide license to

Contractor Initials JS
Date 6/1/17

Inventions for research purposes only; (ii) a time-limited first option to negotiate a nonexclusive, exclusive, or co-exclusive, if applicable, world-wide royalty-bearing license for commercial purposes, including the right to grant sub-licenses, subject to any applicable rights of the US Government, on terms to be negotiated in good faith by Contractor and the State. Contractor retains the right to make and use any Inventions for all non-profit research, including for educational purposes and to permit other educational and non-profit institutions to do so.

Section 13 of the Agreement is amended by inserting the phrase “To the extent permitted by the North Carolina Tort Claims Act,” at the beginning of Section 13.

Section 14 of the Agreement is stricken and replaced with the following:

14. INSURANCE.

The Contractor is self-insured as an instrumentality of the State of North Carolina. Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, evidence of self-insurance sufficient to cover general liability claims of bodily injury, death or property damage in amounts up to \$1,000,000.

Section 19 of the Agreement is amended by striking the first sentence.

Contractor Initials JS
Date 6/1/17



UNC
RESEARCH

THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

OFFICE OF THE VICE CHANCELLOR FOR RESEARCH

312 SOUTH BUILDING
CAMPUS BOX 4000
CHAPEL HILL, NC 27599-4000

T 919.962.1319
F 919.962.1476
<http://research.unc.edu>

March 29, 2017

Jo Shanklin
Research Administration Manager
Office of Sponsored Research
UNC Campus

Dear Jo,

Pursuant to the Chancellor's letter dated July 1, 2016 (copy attached) authorizing me to delegate signature authority, effective March 30, 2017 you are hereby authorized to sign contracts and other agreements for research and other sponsored programs on my behalf as, and to the extent provided in the Chancellor's letter. You may not delegate this authority to anyone else. Other persons who may sign such agreements include, Andy Johns, Christine Nelson, Stacy Barca, Carol Burkhart, Kati Chipps, Brian Collier, Janet Devine, Erin Edwards, Trey Fraune, Rhonda Fuquay, Dana Gatz, Jennifer Hodges, Diane Koltz, Martha Martin, Betty Morgan, Angela Smolik, Jennifer Teixeira, Jill Thomas, Fatou Traore, Lance Underwood, and myself.

Any questions of a legal nature concerning such agreements must be reviewed by one of the attorneys in the Office of University Counsel prior to signing agreements.

Sincerely,


Terry Magnuson
Vice Chancellor for Research



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

CAROL L. FOLT
Chancellor

103 SOUTH BUILDING
200 EAST CAMERON AVENUE
CAMPUS BOX 9100
CHAPEL HILL, NC 27599-9100

T 919.962.1365
F 919.962.1647

July 1, 2016

Dr. Terry Magnuson
Vice Chancellor for Research
312 South Building, CB #4000

Dear Terry:

Pursuant to the Resolution adopted by the Board of Trustees of The University of North Carolina at Chapel Hill on August 8, 1975 (copy attached), the Resolution authorizing "the Chancellor (and employees of The University...designated by him)...to sign and execute agreements...", I hereby designate you, the Vice Chancellor for Research as a University employee authorized and empowered to act for and on the behalf of The University of North Carolina at Chapel Hill with respect to the signing and execution of the following documents:

- A. Contracts, proposals and other agreements for research and other sponsored programs as (and to the extent) provided in said Resolution. You may delegate this authority, in whole or in part, to the Associate Vice Chancellor for Research and to the contract specialists or directors within research administration. Additionally, you may delegate this authority to the Director of the Office of Human Research Ethics to sign Unaffiliated Investigator Agreements, IRB Authorization Agreements, NIH Certificates of Confidentiality, and Certifications to NIH of Genome Wide Association Studies (GWAS). Those agreements or certifications may be signed by you or the Director in the form attached, but the authority to sign such agreements or certifications may not be further delegated by you or the Director. Any changes to the attached agreements or certification forms must be approved by one of the attorneys in the Office of University Counsel.
- B. Correspondence or other communications, as the University's designated Institutional Official, to federal agencies and other sponsors funding research at the University.

Any questions of a legal nature concerning all agreements must be reviewed by one of the attorneys in the Office of University Counsel prior to signing the agreements.

Sincerely,

A handwritten signature in black ink that reads "Carol L. Folt". The signature is written in a cursive, flowing style.

Carol L. Folt
Chancellor

Attachments

cc: Matthew M. Fajack
University Attorneys



Risk Management

Wayne Goodwin, Commissioner of Insurance
Rick McIntyre, Assistant State Fire Marshal

CERTIFICATE OF COVERAGE

Certificate Holder: To Whom It May Concern

Insurer: State of North Carolina

Authorization: Public Officers & Employee Liability Insurance Commission of North Carolina and the General Statutes of North Carolina, Chapter 143, Articles 31 to 31D, Sections §143-291 to §143-300.

Period: 07/01/2016 until 06/30/2017

Coverage: A) Tort Claims against Departments, Agencies, and Employees
B) Excess Liability for State Employees
Lexington Insurance Company - Policy # 01-529-45-49
C) Workers' Compensation

Limits A) \$1,000,000 for Tort claims against the State
B) \$10,000,000 for claims against state employees
C) Statutory Limits for Workers' Compensation

Description: The University of North Carolina – Chapel Hill and its employees, officers, agents, as covered by the Defense of State Employees as per NCGS § 143 300.2.

Administrator: Department Insurance - Risk Management Division
Public Officers & Employees Liability Insurance Commission
1202 Mail Service Center, Raleigh, NC 27699-1202

Note: This Certificate is for informational purposes only and does not alter any provision of the Tort Claims or Defense of State Employees General Statutes of the State.

Margie Boyd

Verified By:

Margie Boyd
Risk Manager

UNCCH – 2016-17 (WC)

Attachment A
New Hampshire Water and Sewer Rate Survey and Dashboard
RFP Number: Env Svs 2017-04

Rankings for Firms Responding to Request for Proposals

Firm	Response	\$ Amount
University of North Carolina- Chapel Hill (EFC)	Yes	\$43,928
RCAP Solutions	No	-
Granite Stare Rural Water Association	No	-
CDM Smith Consulting	No	-
Cadmus Group	No	-
Better Gove LLC.	No	-
Tighe & Bond Consulting	No	-
Underwood Engineering	No	-

Review Team Members

Name	Bureau	Years of Service
Luis Adorno	Drinking Water and Groundwater Bureau	3
Johnna McKenna	Drinking Water and Groundwater Bureau	20
Beth Malcolm	Wastewater Engineering Bureau	12