



The State of New Hampshire JUL 18 '23 PM 12:28 RCU
Department of Environmental Services



Robert R. Scott, Commissioner

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June 30, 2023

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to **RETROACTIVELY** enter into a contract with Weston & Sampson Engineers, Inc. (WSE), Portsmouth, NH, (VC#161546-B001), in the amount of \$2,920,000, to perform site investigations, Brownfields assessments, cleanup planning and remediation at contaminated sites effective as of July 1, 2023 through June 30, 2027 upon G&C approval. 57% Federal Funds and 43% Other Funds.

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2026-2027 is contingent upon the availability and continued appropriation of funds.

Fund Name & Account Number 03-44-44-	FY 2024	FY 2025	FY 2026	FY 2027	Totals
Oil Fund Board 444010-1421-102-500731	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$320,000.00
Brownfields Assessment & Cleanup 444010-7062-102-500731	\$260,000.00	\$260,000.00	\$300,000.00	\$200,000.00	\$1,020,000.00
Brownfields State Response 444010-2514-102-500731	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$60,000.00
Brownfields Revolving Loan Fund 444010-2018-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
Pease Hazardous Waste Sites 444010-2592-102-500731	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$600,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$320,000.00
Drinking Water Groundwater Trust 444010-7428-102-500731	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$400,000.00
	\$680,000.00	\$680,000.00	\$830,000.00	\$730,000.00	\$2,920,000.00

EXPLANATION

The current five environmental service contracts will expire on June 30, 2023. The environmental services provided include: 1) response to emergencies caused by releases to the environment of petroleum and/or hazardous constituents; 2) investigation and remediation of contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provision of site assessment, cleanup planning and remediation at Brownfields and Department of Defense sites. NHDES has completed a new qualifications-based selection process and WSE was selected as one of the firms for a new four-year contract. NHDES is requesting **RETROACTIVE** approval for WSE to continue to provide critical environmental consulting services on ongoing projects until this new contract is approved. Negotiation of contract terms and conditions caused a delay in executing contract documents prior to the expiration of the current contract. The retroactive approval request is necessary because WSE is currently engaged in active remediation services that cannot be stopped or delayed.

This environmental consulting services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. This use of professional consulting services allows NHDES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate required cleanup action, protect public health, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized properties. Previously, in the past 25 years the Governor and Council approved similar contracts to provide professional environmental consulting services.

In August 2022, NHDES solicited qualifications and experience statements from environmental consulting firms using the procurement process as prescribed by RSA 21-I:22. NHDES received twelve qualifications packages which were reviewed and evaluated. The group of twelve firms was reduced to eight based on a detailed self-scoring evaluation and NHDES determination of each firm's technical capabilities, experiences, and resources available in New Hampshire. NHDES interviewed the eight short-listed firms in January 2023. Each firm was provided the opportunity to present their proposed project team, summarize their approach to various types of projects, and present responses to a number of standard and site-specific questions by NHDES. Upon completion of interviews, the NHDES evaluation team scored and ranked the eight firms as follows.

• Weston Solutions, Inc.	474
• Weston & Sampson Engineers, Inc.	469
• Sanborn, Head & Associates, Inc.	455
• GZA GeoEnvironmental, Inc.	442
• Ransom Consulting, LLC	407
• Nobis Group	398
• Verdantas, LLC	391
• AECOM Technical Services, Inc.	308

The maximum possible score was 500.

A Contract Negotiation Package was sent to the top six firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. Hourly labor rates, multipliers and prices were negotiated with WSE for the proposed environmental work and agreement was reached on the contract terms and conditions.

Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2025. Any adjustment will be approved by the Department and will apply to rates during the remaining two years of the contract. However, the total value of the contract and the aggregate expenditure for the four-year period will not increase due to a salary rate increase.

If funds from the accounts listed above become no longer available, General Funds will not be requested to support this program. This contract has been approved by the Attorney General's Office as to form, substance, and execution. This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit C-1 for the detailed EPA Form 5700-41 four-year Price Breakdown.

We respectfully request your approval.



Robert R. Scott
Commissioner

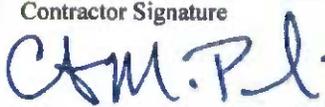
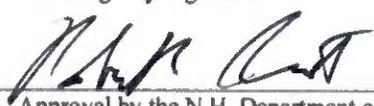
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <p style="text-align: center;">Department of Environmental Services</p>		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name <p style="text-align: center;">Weston & Sampson Engineers, Inc.</p>		1.4 Contractor Address <p style="text-align: center;">100 International Drive, Suite 152 Portsmouth, NH 03801</p>	
1.5 Contractor Phone Number <p style="text-align: center;">603-431-3937</p>	1.6 Account Unit and Class <p style="text-align: center;">- Multiple Accounts -</p>	1.7 Completion Date <p style="text-align: center;">June 30, 2027</p>	1.8 Price Limitation <p style="text-align: center;">\$2,920,000.00</p>
1.9 Contracting Officer for State Agency <p style="text-align: center;">Joshua Whipple, P.G.</p>		1.10 State Agency Telephone Number <p style="text-align: center;">603-271-7377</p>	
1.11 Contractor Signature  <p style="text-align: right; margin-right: 50px;">Date: 6/16/23</p>		1.12 Name and Title of Contractor Signatory <p style="text-align: center;">Christopher Perkins, P.E.; Vice President</p>	
1.13 State Agency Signature  <p style="text-align: right; margin-right: 50px;">Date: 6/27/23</p>		1.14 Name and Title of State Agency Signatory <p style="text-align: center;">Robert R. Scott, Commissioner</p>	
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: 7/13/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials CMP
 Date 6/16/23

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.

Contractor Initials CMP
Date 6/16/23

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials *CEMP*
Date *6/16/23*

EXHIBIT A
SPECIAL PROVISIONS

A. There are no special provisions for this Agreement.

Contractor Initials: CWP
Date: 6/16/23

EXHIBIT B
SCOPE OF SERVICES

STATE OF NEW HAMPSHIRE
NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental consulting services such as site investigations and characterization; groundwater sampling and analysis; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; and hazardous building materials surveys and abatement projects. It also includes: planning to provide water line system connections; oversight of remedial work; and operation and maintenance services for remediation systems. Federal funding is also provided for investigation and remediation at Department of Defense sites and underutilized sites under the Brownfields program.

Separate project assignments will be given to Weston & Sampson Engineering, Inc. (WSE) to complete within specified time periods during the four-year contract.

This environmental consulting services contract will ensure that NHDES can provide professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost-effectively be contracted and implemented. The services of WSE will be available to assist NHDES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work. WSE will also be available to provide remediation and operations support on federal and state funded Department of Defense and Drinking Water Trust projects.

WSE shall provide information on utilization of minority and women-owned business subcontractors in accordance with federal requirements when work performed involves the expenditure of federal money.

Contractor Initials: CMP
Date: 6/16/23

EXHIBIT C
PAYMENT SCHEDULE

A. Funding Account Numbers

Fund Name and Account Number	Total Contract Budget
Oil Fund Board 44010-1421-102-500731	\$320,000.00
Brownfields Assessment & Cleanup 444010-7062-102-500731	\$1,020,000.00
Brownfields State Response 444010-2514-102-500731	\$60,000.00
Brownfields Revolving Loan Fund 444010-2018-102-500731	\$200,000.00
Pease Hazardous Waste Sites 444010-2592-102-500731	\$600,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$320,000.00
Drinking Water Groundwater Trust 444010-7428-102-500731	\$400,000.00
	\$2,920,000.00

Refer to Exhibit C-1 for the detailed EPA Form 5700-41 Cost Estimate.

B. Submission of Invoices by Weston & Sampson Engineers, Inc.

1. Invoices shall be submitted monthly to NHDES for each assignment and shall contain, at a minimum, the following standard detail information:
 - a. Billing address,
 - b. Invoice date and invoice number,
 - c. Project/site name, NHDES site number, and assignment number (provided on NHDES authorization),
 - d. Dates indicating the work period being invoiced,
 - e. A brief description of the tasks performed during the billing period,
 - f. Itemized costs billed during the invoiced work period, and
 - g. Supporting invoices from all subcontractors and service providers.

Items a. through e. must be clearly displayed on the first page of the invoice.

2. WSE shall inform NHDES in writing when they are submitting a final invoice for any authorization upon completion of all project tasks/activities. Upon approval of the required work product or report by the NHDES project

Contractor Initials:

Date:

WSE
6/16/23

manager, NHDES will pay the final invoice and any unused funds will be unencumbered so that they can be reallocated.

C. Payments to Weston & Sampson Engineers, Inc.

1. Invoices will be reviewed by the NHDES project manager responsible for the assignment for completeness and compliance with the contract and the approved scope and budget. Invoices will be returned to WSE if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES project manager and signed by the administrator of the program funding the project assignment. Once appropriate signatures have been obtained, the cover sheet and invoice will be submitted to the NHDES Accounting Office for processing and payment.
2. NHDES will pay WSE the approved invoice amount for each project assignment within 45 days of the project manager's approval. Full payment of the approved amount shall be paid; however, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
3. NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

D. Labor Rates

Salary rates provided in this contract shall be effective through June 30, 2025. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2025, through the end of the contract on June 30, 2027.

Contractor Initials: CW?
Date: 6/14/23

EXHIBIT C-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE

PART I - GENERAL

1. RECIPIENT New Hampshire Department of Environmental Services		2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston & Sampson Engineers, Inc.		4. DATE OF PROPOSAL Friday, June 16, 2023	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR Weston & Sampson, 100 International Drive, Suite 152, Portsmouth, NH 03801		6. TYPE OF SERVICE TO BE FURNISHED - Environmental Consulting Services	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal / Associate / Project Director	275	\$94.64	\$26,025.40	
Senior Project Manager / PE, PG	550	\$68.79	\$37,832.03	
Project Manager	1000	\$55.00	\$55,000.00	
Engineer III	1000	\$48.35	\$48,350.00	
Engineer II	3150	\$40.82	\$128,583.00	
Engineer I	3000	\$36.46	\$109,380.00	
Geologist III	750	\$46.85	\$35,137.50	
Geologist II	1000	\$38.54	\$38,540.00	
Geologist I	2500	\$30.58	\$76,450.00	
Environmental Scientist III	725	\$46.30	\$33,567.50	
Environmental Scientist III	750	\$35.94	\$26,955.00	
Environmental Scientist I	2500	\$29.23	\$73,075.00	
Specialist	150	\$82.91	\$12,436.46	
Field Technician	2000	\$22.89	\$45,780.00	
Drafter CADD / GIS	2000	\$43.18	\$86,360.00	
Admin / Technical Project Coordinator	625	\$36.97	\$23,106.25	
DIRECT LABOR TOTAL:				
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Labor	\$856,578.14	1.8017	\$1,543,296.83	
INDIRECT COSTS TOTAL:				\$1,543,296.83
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$15,000.00	
(2) PER DIEM			\$8,136.40	
TRAVEL SUBTOTAL:			\$23,136.40	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Level D Personal Protective Equipment	80	\$30.00	\$2,400.00	
Low Flow Sampling Equipment	100	\$180.00	\$18,000.00	
EQUIPMENT SUBTOTAL:			\$20,400.00	
c. SUBCONTRACTS			ESTIMATED COST	
Drilling			\$40,000.00	
Test Pit Excavation			\$20,000.00	
Laboratory Analytical Services			\$50,000.00	
SUBCONTRACTS SUBTOTAL:			\$110,000.00	
d. OTHER (Specify categories)			ESTIMATED COST	
Field Equipment Rental Charges			\$5,500.00	
Demolition / Abatement Costs			\$50,000.00	
OTHER SUBTOTAL:			\$55,500.00	
OTHER DIRECT COSTS TOTAL:				\$209,036.40
10. TOTAL ESTIMATED COST				\$2,608,911.36
11. PROFIT - 12% on labor and drilling/laboratory subcontractors 10% on lodging, travel, other expenses (equipment &				\$311,088.64
12. TOTAL PRICE				\$2,920,000.00

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) DES Environmental Consultant contract, Period: 2023-2024.

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) April 7, 2023

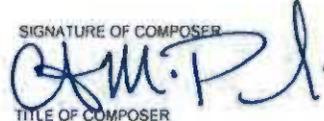
and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the above date.

(3)

DATE OF EXECUTION

Friday, June 16 2023

SIGNATURE OF COMPOSER



TITLE OF COMPOSER

Vice President

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Clerk's Certificate of Vote

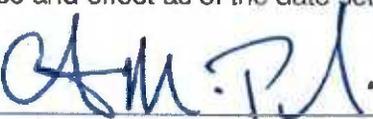
The undersigned, Clerk of Weston & Sampson Engineers, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on March 30, 2023.

VOTED: To Authorize,

Christopher M. Perkins, PE
Vice President

The above mentioned individual of Weston & Sampson Engineers, Inc. is hereby authorized to execute a contract in the amount of \$2,920,000.00 for the NHDES Environmental Consultant Services Contract to perform on-call as-needed environmental consulting and drinking water infrastructure engineering support services in the name and on behalf of Weston & Sampson Engineers, Inc., and such execution of any contract or obligation in this company's name or on its behalf by such individual, shall be valid and binding upon this company.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Christopher M. Perkins, PE, Clerk

6/16/23

Date



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 WESTON & SAMPSON ENGINEERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 29, 1998. 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: 286390

Certificate Number: 0006183448



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 March A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular stamp or seal.

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

2023 ANNUAL REPORT

Filed
Date Filed: 4/12/2023
Effective Date: 4/12/2023
Business ID: 286390
David M. Scanlan
Secretary of State

BUSINESS NAME: WESTON & SAMPSON ENGINEERS, INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 286390
STATE OF INCORPORATION: Massachusetts

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
55 Walkers Brook Drive, Suite 100 Reading, MA, 01867, USA	55 Walkers Brook Drive, Suite 100 Reading, MA, 01867, USA

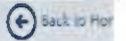
REGISTERED AGENT AND OFFICE
REGISTERED AGENT: C T Corporation System (1108)
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Professional, Scientific, and Technical Services	Architectural Services
OTHER / ENVIRONMENTAL CONSULTING	
OTHER / Land Surveying Services	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Barbara K. Cook	9 Everett Dr., Newburyport, MA, 01950, USA	President
Daniel P. Biggs	55 Walkers Brook Drive, Suite 100, Reading, MA, 01867, USA	Secretary
Francis M. Ricciardi	20 Fernway, Lynnfield, MA, 01940, USA	Treasurer
Jeffrey J. Alberti	12 Lawrence Dr., Franklin, MA, 02038, USA	Director
Robert A. Horner	508 FT Johnson Road,, Charleston, SC, 29412, USA	Director
Todd Kenner	2971 Moon Meadows,, Rapid City, SD, 57702, USA	Director
Hillary Lacirignola	55 Walkers Brook Drive, Suite 100, Reading, MA, 01867, USA	Director
Blake A. Martin	75 Oak Hill Ave, Seekonk, MA, 02771, USA	Director
Richard E. Mastrocola	401 Edgewater Place, Suite 300, Wakefield, MA, 01880, USA	Director
George Naslas	55 Walkers Brook Drive, Suite 100, Reading, MA, 01867, USA	Director
Christopher M. Perkins	28 Leach Rd, Kittery, ME, 03904, USA	Director
Francis M. Ricciardi	20 Fernway, Lynnfield, MA, 01940, USA	Director
Cherilyn F. Ruane	26 Summer St, Somerville, MA, 02143, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Power of Attorney**
Signature: **Ryan Knerr**



Business Information

Business Details

Business Name: WESTON & SAMPSON ENGINEERS, INC.

Business ID: 286390

Business Type: Foreign Profit Corporation

Business Status: Good Standing

Business Creation Date: 01/29/1998

Name in State of Incorporation: WESTON & SAMPSON ENGINEERS, INC.

Date of Formation in Jurisdiction: 01/29/1998

Principal Office Address: 55 Walkers Brook Drive, Suite 100, Reading, MA, 01867, USA

Mailing Address: 55 Walkers Brook Drive, Suite 100, Reading, MA, 01867, USA

Citizenship / State of Incorporation: Foreign/Massachusetts

Last Annual Report Year: 2023

Duration: Perpetual

Next Report Year: 2024

Business Email: CLS-CTARMSevidence@wolterskluwer.com

Phone #: 978-532-1900

Notification Email: CLS-CTARMSevidence@wolterskluwer.com

Fiscal Year End Date: NONE



WESTAND-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

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 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Weston & Sampson Engineers, Inc. 55 Walkers Brook Drive, Suite 100 Reading, MA 01867	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company A(XV)		20508
	INSURER B: National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C: Nautilus Insurance Company A+, XV		17370
	INSURER D: Endurance American Specialty A+, XV		41718
	INSURER E: INSURER F:		

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6056861029	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6056860561	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2027937-14	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6056861015	1/1/2023	1/1/2024	<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
D	Professional Liab			DPL30021630001	7/3/2023	7/3/2024	Per Claim \$ 5,000,000
D				DPL30021630001	7/3/2023	7/3/2024	Aggregate \$ 5,000,000

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

PM Christopher Perkins

Additional Insured GL Endorsement Form #CNA75079XX 10/16. All Coverages are in accordance with the policy terms and conditions.

RE: Contract for Environmental Consultant Services

New Hampshire Department of Environmental Services (NHDES) shall be included as additional insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services
 (NHDES)
 PO Box 95, 29 Hazen Drive
 Concord, NH 03302

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

Gared Maxwell

Clerk's Certificate of Vote

The undersigned, Assistant Clerk of Weston & Sampson Engineers, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on March 30, 2023.

VOTED: To Authorize,

 Christopher M. Perkins, PE
 Vice President

The above mentioned individual of Weston & Sampson Engineers, Inc. is hereby authorized to execute a contract in the amount of \$2,920,000.00 for the NHDES Environmental Consultant Services Contract to perform on-call as-needed environmental consulting and drinking water infrastructure engineering support services in the name and on behalf of Weston & Sampson Engineers, Inc., and such execution of any contract or obligation in this company's name or on its behalf by such individual, shall be valid and binding upon this company.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Jeffrey J. Alberti, Assistant Clerk

Date 06/16/2023

