



The State of New Hampshire  
Department of Environmental Services

Robert R. Scott, Commissioner

June 30, 2023

57



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 Solutions, Inc. (WS), Concord, NH, (VC#175179-R001), in the amount of \$9,681,879, to perform site investigations, cleanup planning, and remediation at contaminated sites effective as of July 1, 2023 through June 30, 2027 upon G&C approval. 68% Federal Funds, 18% General, and 14% 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 Pollution Control Fund 444010-1400-102-500731	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00
Oil Fund Board 444010-1421-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
LUST Trust Program 444010-2075-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
CERCLA Maintenance 444010-2589-102-500731	\$457,000.00	\$418,000.00	\$465,000.00	\$398,000.00	\$1,738,000.00
CERCLA Programs 444010-2590-102-500731	\$878,879.00	\$1,215,000.00	\$2,150,000.00	\$2,150,000.00	\$6,393,879.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$300,000.00
Drinking Water Groundwater Trust 444010-7428-102-500731	\$150,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$750,000.00
	<b>\$1,685,879.00</b>	<b>\$2,033,000.00</b>	<b>\$3,015,000.00</b>	<b>\$2,948,000.00</b>	<b>\$9,681,879.00</b>

**EXPLANATION**

The current five environmental consulting service contracts will expire on June 30, 2023. The environmental services provided include: 1) response to emergencies caused by releases to the environment from 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) site assessment, cleanup planning and

remediation at CERCLA (i.e., Superfund) sites. NHDES has completed a new qualifications-based selection process and WS was selected as one of the firms for a new four-year contract. NHDES is requesting **RETROACTIVE** approval for WS 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 WS 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 environmental 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, and provide clean drinking water. 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 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 multiple 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 WS 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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

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.



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Robert R. Scott  
Commissioner

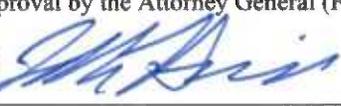
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Weston Solutions, Inc.		1.4 Contractor Address 43 N Main Street Concord, NH 03301	
1.5 Contractor Phone Number 860-985-1115	1.6 Account Unit and Class - Multiple Accounts -	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$9,681,879.00
1.9 Contracting Officer for State Agency Joshua Whipple, P.G.		1.10 State Agency Telephone Number 603-271-7377	
1.11 Contractor Signature  Date: 6/14/2023		1.12 Name and Title of Contractor Signatory Todd K. Walles, Vice President and Principal-in-Charge	
1.13 State Agency Signature  Date: 6/29/23		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: 7/19/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 6/14/23

**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 TW  
Date 6/11/03

41  
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#### 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.** The following special provision is hereby added to the Agreement:

**1. Right of Entry.** State grants to Contractor the right, exercisable from time to time, of reasonable access to Sites associated with service assignments by Contractor, its agents, employees, consultants, contractors, and subcontractors, for the purpose of performing all acts, studies, and research which comprise of Services as described in Exhibit B. Should State not own the Site, State shall provide reasonable assistance to obtain permission of Site owner and/or Site occupant in order to grant Contractor this right of entry. Contractor may be tasked by NHDES to prepare access documents for site entry during the Contractor's work assignment.

Contractor Initials: TW  
Date: 6/14/23

**EXHIBIT B**  
**SCOPE OF SERVICES**

**STATE OF NEW HAMPSHIRE**  
**NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES**

This contract covers environmental consulting services such as site characterization; groundwater sampling and analysis; site investigations and characterizations; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; impacted drinking water studies; and planning to locate water supply sources and provide water line system extensions. It also includes federally-funded CERCLA remediation designs and specifications; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for remediation systems; and expert technical document reviews and interpretations.

Separate project assignments will be given to Weston Solutions, Inc. (WS) 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 rapidly and cost-effectively. The services of WS 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. WS will also be available to provide remediation and operations support on federal funded CERCLA projects.

WS 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: TW  
Date: 6/11/13

**EXHIBIT C**  
**PAYMENT SCHEDULE**

**A. Funding Account Numbers**

<b>Fund Name and Account Number</b>	<b>Total Contract Budget</b>
Oil Pollution Control Fund 44010-1400-102-500731	\$100,000.00
Oil Fund Board 44010-1421-102-500731	\$200,000.00
LUST Trust Program 44010-2075-102-500731	\$200,000.00
CERCLA Maintenance 444010-2589-102-500731	\$1,738,000.00
CERCLA Programs 444010-2590-102-500731	\$6,393,879.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$300,000.00
Drinking Water Groundwater Trust 444010-7428-102-500731	\$750,000.00
	<b>\$9,681,879.00</b>

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

**B. Submission of Invoices by Weston Solutions, 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. WS 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: *TW*

Date: *6/14/23*

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

**C. Payments to Weston Solutions, 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 WS 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 WS 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: TW

Date: 6/14/23

**EXHIBIT C-1**

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS		Form Approved OMB No. 158-R0144			
1. GRANTEE NH Department of Environmental Services		2. GRANT NUMBER			
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston Solutions, Inc.		4. DATE OF PROPOSAL 17 April 2023 Submission - Revised			
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 43 N. Main Street Concord, NH 03301		6. TYPE OF SERVICE TO BE FURNISHED Environmental Consultant Services Contract			
PART II - COST SUMMARY					
7. DIRECT LABOR	Est Hours	Hourly Rate	Est Rate	TOTALS	
Principal	1,800	\$ 71.51	\$ 128,718		
Sr. Project Manager	1,600	\$ 63.10	\$ 100,960		
Project Manager	3,200	\$ 51.83	\$ 165,856		
Engineer I	5,000	\$ 33.98	\$ 169,900		
Engineer II	5,600	\$ 44.18	\$ 247,408		
Engineer III	4,200	\$ 52.61	\$ 220,962		
Geologist I	6,200	\$ 29.13	\$ 180,606		
Geologist II	5,800	\$ 38.71	\$ 224,518		
Geologist III	4,000	\$ 51.96	\$ 207,840		
Scientist I	4,800	\$ 29.54	\$ 141,792		
Scientist II	5,200	\$ 33.15	\$ 172,380		
Scientist III	2,000	\$ 48.05	\$ 96,100		
Technician	4,800	\$ 29.73	\$ 142,704		
Drafter/GIS I	1,989	\$ 42.13	\$ 83,797		
Admin/Editor	1,220	\$ 33.60	\$ 40,992		
CIH/Safety Professional	650	\$ 44.84	\$ 29,146		
Data Manager	800	\$ 37.03	\$ 29,624		
Contract Specialist	600	\$ 36.14	\$ 21,684		
Subcontracts Specialist	800	\$ 36.59	\$ 29,272		
<b>DIRECT LABOR TOTAL:</b>					<b>\$ 2,434,259</b>
8. INDIRECT COSTS	Rate	x Base =	Est. Cost		
Indirect Costs	1.5843	\$ 2,434,259	\$ 3,856,596		
<b>INDIRECT COSTS TOTAL:</b>					<b>\$ 3,856,596</b>
9. OTHER DIRECT COSTS:			Est. Cost		
a. TRAVEL					
(1) Transportation - External expenses			\$ 100,000		
(2) Transportation - Mileage			\$ 63,749		
(3) Per Diem & Lodging			\$ 4,000		
<b>TRAVEL SUBTOTAL:</b>					<b>\$ 167,749</b>
b. EQUIPMENT, MATERIALS, SUPPLIES:					
(1) Externals			\$ 423,018		
(2) Internals			\$ 62,354		
<b>EQUIPMENT SUBTOTAL:</b>					<b>\$ 485,372</b>
c. SUBCONTRACTS:					
Laboratory Analyses			\$ 565,000		
Drilling Services			\$ 475,000		
Remediation - Six contracts @ 60K each			\$ 360,000		
Remediation - Four contracts @ 118K each			\$ 472,000		
Remediation - One contract @ 250K each			\$ 250,000		
<b>SUBCONTRACTS SUBTOTAL:</b>				<b>\$ 2,122,000</b>	
d. OTHER:					
<b>OTHER SUBTOTAL:</b>				<b>\$ -</b>	
<b>e. OTHER DIRECT COSTS TOTAL:</b>				<b>\$ -</b>	
<b>10. TOTAL ESTIMATED COST</b>				<b>\$ 9,065,975</b>	
<b>11. PROFIT</b>				<b>\$ 1,015,904</b>	
<b>12. TOTAL PRICE</b>				<b>\$ 10,081,879</b>	

EPA Form 5700-41 (2-78)



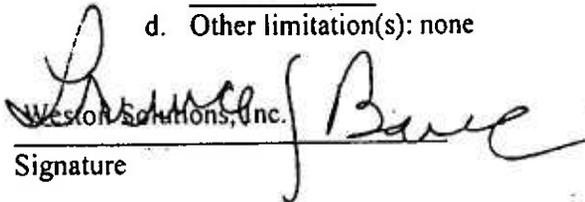
**Attachment 2**

**Signature Authority Delegation**

To: Todd Walles, Vice President, Principal-In-Charge  
NHDES Environmental Consulting Services Program

In accordance with Signature Authority Procedure 08.01.001, I hereby delegate to you the following signature authority:

1. Authority is granted to execute the Environmental Consulting Services Contract on behalf of Weston Solutions, Inc..
  
2. This delegation is limited as follows:
  - a. Signature authority granted under this delegation is limited to documents involving up to \$15M.
  - b. This delegation is retroactive to April 6, 2023 and will expire on July 20, 2023.
  - c. Documents signed under this delegation must be countersigned by not applicable.
  - d. Other limitation(s): none

  
Weston Solutions, Inc.

Signature

Lawrence J. Bove

Name (Type/Print)

President & Chief Executive Officer

Title

7/19/2023

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 SOLUTIONS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on December 15, 1980. 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: 4977

Certificate Number: 0006242042



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 5th day of June A.D. 2023.

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

David M. Scanlan

Secretary of State

