



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

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July 28, 2025

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Hoyle Tanner & Associates, Inc. (VC #154903-B001) Manchester, NH in the amount of \$150,000 for as-needed engineering services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2028. 100% WRBP Funds.

Funding is available in the account 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 fiscal year 2028 is contingent upon the availability and continued appropriation of funds.

	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
03-44-44-442010-1300-046-500463	\$50,000	\$50,000	\$50,000
Dept. Environmental Services, Winnepesaukee River Basin, Consultants			

EXPLANATION

Approval of this request will authorize Hoyle Tanner & Associates, Inc. to perform engineering services under individually negotiated task orders for as-needed engineering services in support of the operations, maintenance, compliance, and improvements of the WRBP infrastructure located in the Lakes Region. The WRBP owns and operates the regional wastewater collection and treatment system for 10 communities that receive the benefit of the services. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board.

The WRBP periodically requires engineering and professional technical services on an as-needed or emergency basis. The types of projects that could be assigned as task orders under this as-needed engineering services contract may include, but are not limited to:

- Wastewater process optimization to address specific operational needs as identified by WWTF operations staff.
- Troubleshooting process upsets, flow restrictions, or other unexpected operational anomalies that may occur.
- Technical support and construction oversight/inspection services for emergency responses or repairs. These tasks may be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the WWTF.
- Value Engineering, owner's representative, or similar project assignments.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

Hoyle Tanner & Associates, Inc. was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-l:22 and the State's Request for Qualifications (RFQ) dated February 11, 2025. In consultation with its Advisory Board, WRBP staff prepared a detailed RFQ which was distributed to all firms listed on the NHDES roster of pre-qualified wastewater consulting engineers. The RFQ was also advertised in The Union Leader newspaper and posted on the State's Administrative Services Purchase and Property website. Nine firms responded to the solicitation and were independently evaluated by a 5-member Selection Team (Team) consisting of WRBP and Advisory Board members. Four firms were selected for interviews based on their ranking and specialized experience and expertise (see attached tables with selection team members and ranking results for written qualifications and subsequent interviews). The WRBP then entered into contract negotiations with the highest scoring firms. The WRBP chose to enter into multiple engineering contracts to support the different types of work required and each engineering firm's capabilities and professional expertise and experience.

Based upon their ranking and the breadth of technical experience and expertise, Hoyle Tanner & Associates, Inc. was chosen to primarily provide as-needed engineering and technical support for Franklin WWTF operational concerns, questions, issues and resultant projects. As part of these negotiations, a \$50,000 per fiscal year budget and a contract price limitation of \$150,000 were determined based on potential, future task orders and the engineer's capabilities and WRBP anticipated needs over the initial 3-year contract term using a separately submitted Fee Schedule (see Exhibit C). The contract price limitation does not obligate the WRBP to award task orders in the full amount of the price limitation. The WRBP may amend and/or extend the contract upon satisfactory performance; with approval of the Governor and Executive Council.

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

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

We respectfully request your approval.


Robert R. Scott, Commissioner

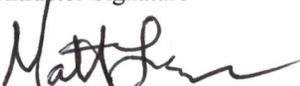
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Hoyle Tanner & Associates, Inc.		1.4 Contractor Address 150 Dow Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 669-5555	1.6 Account Unit and Class 03-44-44-442010-1300-046-500463	1.7 Completion Date 06/30/2028	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 6/19/2025		1.12 Name and Title of Contractor Signatory Matthew Low, PE, Sr. Vice President/Chief Operating Officer	
1.13 State Agency Signature  Date: 7/31/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Keely Lovato On: 8/1/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials UJR
Date 6/19/25

**EXHIBIT A
SPECIAL PROVISIONS**

None.

Initials MTZ
Date 6/19/25

EXHIBIT B SCOPE OF SERVICES

BACKGROUND

The New Hampshire Department of Environmental Services (NHDES) Winnepesaukee River Basin Program (WRBP) owns and operates the Franklin Wastewater Treatment Facility (WWTF) that treats municipal sewage from ten communities in the Lakes Region of New Hampshire. The WRBP collection system includes fourteen pump stations and approximately sixty-seven miles of regional interceptor pipelines. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board.

The WRBP periodically requires miscellaneous engineering or technical support services on an as-needed basis or emergency contingency basis to address a range of needs.

ENGINEERS' (HOYLE TANNER) RESPONSIBILITIES

Upon execution of the Agreement, the Engineer agrees to proceed with all as-needed engineering services and other work as required and necessary to complete assigned task orders.

The types of projects that could be assigned as task orders under this as-needed engineering services task order contract may include, but are not limited to:

- Wastewater process optimization to address specific operational needs as identified by plant staff.
- Troubleshooting process upsets, flow restrictions, or other unexpected operational anomalies that may occur.
- Technical assistance with SCADA or other electrical and electronic systems to optimize operations.
- Technical support and construction oversight/inspection services for emergency responses or repairs. These tasks may be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the WWTF.
- Owner's Representative, Value Engineering, or other similar services as needed in support of other WRBP projects and initiatives.
- Strategic engineering, technical or support services not otherwise described.
- Attend in-person meetings (as needed) and virtual meetings (as needed) for team support and collaboration with WRBP staff in support of the task order work.
- Provide deliverables that may include, but not be limited to, emails, meeting minutes, letter reports and technical memos as needed to meet the requirements of individual task order services.
- Deliverable reports, documents, and certifications shall comply with NHDES Wastewater Engineering Bureau and task-specific funding source requirements including, but limited to, NH CWSRF, NH SAG, Rural Development, ARPA, BIL, or future federal or state funding sources. Revisions required by the NHDES Wastewater Engineering Bureau or such federal funding sources (e.g., grants or loans) to maintain compliance and funding eligibility shall be at the Engineer's expense.
- All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the WRBP and shall be transmitted to the WRBP in clean and orderly condition on demand.
- All documents shall be in editable, searchable formats, requiring no special software.

Hoyle Tanner may employ such subconsultants or subcontractors as needed and where reasonable, appropriate, and consistent with industry practice as indicated herein.

- Work shall not be assigned to a subcontractor without prior approval of the WRBP.
- The Engineer shall be fully responsible to the State for any acts, errors, and omissions of subcontractor(s).

EXHIBIT B
SCOPE OF SERVICES - Continued

- Subcontractor(s) shall be bound by the same terms and conditions as those that bind the Engineer to the State, but there shall be no direct contractual relationship between a subcontractor(s) and the State.
- The Engineer agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in their work.
- The State reserves the right to negotiate subcontractor service markup rates and qualifications.
- The Engineer shall be responsible for delivering all reports and documentation generated by any subcontractor.

OWNER's (WRBP) RESPONSIBILITIES

- Assist the Engineer by placing at their disposal all available information pertinent to the assigned task order including all reports, studies, operating data, and other information related to the project assignment.
- Assign a representative who shall be the point of contact for Hoyle Tanner to arrange for site visits, data gathering, sampling, and/or process monitoring as needed.
- Provide timely reviews of information provided to WRBP by the Engineer.
- Accommodate and attend project review meetings, virtual or in person.
- Assist the Engineer in coordinating with the WRBP Advisory Board as needed.
- Facilitate review and approval by the NHDES Wastewater Engineering Bureau, as needed to maintain funding eligibility.

EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2028.

TIME OF COMPLETION OF TASK ORDERS

The Engineer is to complete the work within the period negotiated for each task order.

CONTRACT BUDGET

The Fee Schedule (submitted by the Engineer as Exhibit C) and the Fee Schedule, not-to-exceed and/or lump sum negotiated for each task order shall form the basis for Engineer's compensation.

Information contained in the WRBP Request for Qualifications dated February 11, 2025, and any addenda thereto are incorporated herein by reference. All information included in the Engineer's Proposal is included herein by reference.

EXHIBIT C

CONTRACT FEES and TERMS OF PAYMENT

The NHDES-WRBP will be billed for services as negotiated for each Task Order. Typically, this will be on a time and expense basis using the hourly billing rates that are stipulated in the Agreement, plus other allowable expenses. No fixed fee/fixed profit task orders shall be executed. However, a lump sum or not-to-exceed basis may be negotiated for some task orders.

1. Approval of this Agreement does not authorize expenditures more than the Price Limitation in Paragraph 1.8 of the Agreement.
2. The Fee Schedule (submitted by the Engineer in response to the Request for Quotations as part of contract negotiations) and the Fee Schedule and/or lump sum negotiated for each task order shall form the basis for Engineer's compensation.
3. Engineer to be paid within thirty (30) days of submission of the invoice at satisfactory completion of work. Payment for services under this Agreement will be made after submission of invoice and other documentation which may be required to verify satisfactory completion of the services more fully described in each task order.
4. Engineer shall not submit invoices more frequently than once per month. Separate invoices for each task order are required. Each invoice shall clearly differentiate task order by name and assigned project number and the invoiced amounts for each billing category for each task order.
5. No minimum amount of work or dollar amount is guaranteed to the Engineer.

Each task order shall be negotiated and a scope, schedule and budget agreed upon prior to starting work.

1. The Fee Schedule for the Engineer, the Rate or Billing Schedules for identified Subconsultants, and the NHDES Form 5700-41 submitted by the Engineer for each task order shall be the basis of negotiated compensation.
2. NHDES Form 5700-41 includes itemized hourly rates for each labor classification of Engineer's staff. The Engineer shall submit a separate Form 5700-41 for each task order and clearly designate rates for all subconsultants.
3. The direct labor rates provided on the submitted Form 5700-41 are those in effect through August 31st of each calendar year. An escalator (% increase) for direct labor rates will be applied annually on September 1st of each calendar year of the Agreement (4% above the current rate applied through August 31, 2026; and 4% above the 2026 rates applied on September 1, 2026, and so forth).
4. Overhead rates fluctuate annually and may be adjusted on a calendar year basis using the backward-looking, audited rate for the prior year as described in the Fee Schedule. However, once a task order has been approved, the overhead rates for that task order shall not be changed.
5. Rates shall provide all-inclusive costs, including all federal, state, and local taxes, all payroll (direct labor) related costs, bonding, insurance (general liability, professional liability, and worker's compensation). Engineer, Subconsultant and Subcontractor labor costs shall clearly delineate when they apply to office time, on-site time, and travel time.
6. On-site labor time shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from the contractor's primary office location to the WRBP job site. The maximum compensation for labor travel time shall be 2 hours each way per day.

EXHIBIT C
CONTRACT FEES and TERMS OF PAYMENT - Continued

7. Engineers and subconsultants shall carpool and/or make appropriate travel arrangements, as practical, to minimize mileage expenses to the extent feasible.
8. All items listed in the Fee Schedule with a specified unit price shall be considered Usual and Customary rates, to which no markup shall be added when billed to the State.
9. All items listed in the Fee Schedule as "Cost-Plus" shall be based on the actual cost to the Engineer, to which an applicable negotiated percentage markup may be added when billed to the State.
10. Profit mark-up (15%) shall only apply to Engineer's direct labor and overhead.
11. Billing Rates for subconsultants and subcontractors are inclusive of direct labor, overhead, and profit, unless otherwise negotiated for a specific task order. The Engineer's mark-up on subconsultants and subcontractors is 10%.
12. Expenses are at cost with no markup.
13. Mileage is charged at the IRS rate in effect at the time of Task Order approval.

Non-Labor Billing Rates (in the table below) are in effect for 2025 and may be adjusted annually. Non-labor rates in effect at the time of executing a task order shall remain in effect for the duration of the work associated with that task order.

NON-LABOR BILLING RATES	
DESCRIPTION	JOB COST RATE PER UNIT
Mileage	IRS Rate
Meals & Tips	at cost
Room	at cost
Phone	at cost
Miscellaneous Fees	at cost
B&W Copies (8.5x11 and 11x17)	\$0.10 each
Color copies (8.5x11)	\$1.15 each
Color copies (11x17)	\$1.30 each
Xerox Engineering (plan) Copies	\$0.30 per sq.ft.
22" x 34" = 6 square feet each	
24" x 36" = 6 square feet each	
30" x 42" = 9 square feet each	
Ink Jet Plots (color or black & white)	
Coated Paper	\$1.50 per sq.ft.
Mylar (4MIL)	\$2.00 per sq.ft.
Photo Paper	\$5.00 per sq.ft.
Field Supplies	at cost
Office supplies	at cost
Postage	at cost
Subconsultants	1.1 x cost

Initials MJC
Date 6/19/25

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

Part I: General				
Grantee/Loanee Name: NHDES-WRBP			Grant/Loan #:	
Contractor/Subcontractor Name: Hoyle Tanner & Associates, Inc.			Proposal Date: June 19, 2025	
Contractor/Subcontractor Address: 150 Dow Street Manchester NH 03101			Services Furnished: Professional Engineering Study Phase Services	
Street name and number City/Town State ZIP				
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Principal In Charge		\$92.92	\$	
Senior Technical Engineer		\$77.62	\$	
Senior Project Manager		\$74.14	\$	
Project Manager		\$64.13	\$	
Senior Project Engineer		\$55.63	\$	
Project Engineer		\$45.84	\$	
Senior Project Assistant		\$37.93	\$	
Direct Labor Total				\$
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
Overhead	\$	1.655	\$	
Indirect Costs Total				\$
Other Direct Costs _____			Est. Cost	
Travel			\$	
Per Diem			\$	
Other Direct Costs Total				\$
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Field Equipment			\$	
Printing / Postage / Communication			\$	
Equipment Subtotal				
Other (Specify categories.)			Est. Cost	\$
Matthew Scarborough, PhD, PE – Process Control Expert				
Other Subtotal				\$
Other Direct Costs Total				
Total Estimated Cost			\$	
Profit (15%)			\$	
Total Price				\$
Part III Price Summary				
Competitors Catalog Listings, In-house Estimates, Prior Quotes (Indicate basis for price comparison)			Market Price(s)	Proposed Price
Total:				

Initials HT
Date 6/19/25

ENGINEERING REPORT PHASE CONTRACT
 For Professional Services for Treatment Works

Part IV Direct Labor by Category									
14. Insert the appropriate work category in the table below. Work categories would include but not be limited to those categories shown in the Contract Documents such as design, survey, subsurface, cadastral, O&M Manual, administration, inspection, record drawings, start-up, special services etc.									
Labor Category						Total Hours	Rate	Cost	
PIC							\$92.92		
Senior Technical Engineer							\$77.62		
Senior Project Manager							\$74.14		
Project Manager							\$64.13		
Senior Project Engineer							\$55.63		
Project Engineer							\$45.84		
Senior Project Assistant							\$37.93		
Total Direct Labor Costs:									

Rev. November 2022

Initials MTZ
 Date 6/19/25

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 HOYLE, TANNER & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1975. 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: **10883**

Certificate Number: **0007196027**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2025.

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

David M. Scanlan
Secretary of State



CORPORATE RESOLUTION

I, Christopher R. Mulleavey, hereby certify that I am duly elected Assistant Secretary of **HOYLE, TANNER & ASSOCIATES, INC.**, a New Hampshire corporation, and that the Directors of said corporation, at a meeting duly authorized and held April 24, 2025, adopted a resolution authorizing certain persons to execute proposals and contracts on behalf of the Corporation, acting individually, which authorization is still in full force and effect this date:

- | | |
|--------------------------|---------------------------|
| Donna Akerley | Judith Donovan Hann |
| Tim Bernier, PLS LLS CWS | Sean James, PE |
| Josif Bicja, PE | Owen Krauss, PE |
| Todd Clark, PE | Aaron Lachance, PE |
| Michelle Carrozzella | David Langlais, PE |
| Laura Clements, PE | Matthew Low, PE |
| William Davidson, PE | Heidi Marshall, PE |
| Nichole Davis | Wilbur Mathurin, PE |
| Marisa DiBiaso, PE | Stephen Mayo |
| Joseph Ducharme, Jr., PE | Christopher Mulleavey, PE |
| Robert Furey, PE | Jon Olin, PE |
| Nils Gonzalez, PE | Suzanne Sheppard, PE |
| Stephen Haas, PE | Shawn Tobey, PE |

IN WITNESS WHEREOF, I have executed this instrument this, the 28th day of April 2025.



Christopher R. Mulleavey, PE, Assistant Secretary

.....

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this, the 28th day of April 2025.





Corporate Resolution

I, Christopher Mulleavey, PE, hereby certify that I am duly elected Officer of Hoyle, Tanner & Associates, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 24, 2025 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Low, PE, Senior Vice President and Chief Operating Officer is duly authorized to enter into contracts or agreements on behalf of Hoyle, Tanner & Associates, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: June 19, 2025

ATTEST: 
Christopher Mulleavey, PE
President and CEO



HOYLTAN-02

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 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	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company (CNA) A, XV		20443
INSURED Hoyle, Tanner & Associates, Inc. 150 Dow Street Manchester, NH 03101		
INSURER B :		
INSURER C :		
INSURER D :		
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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab.			AEH006161277	6/1/2025	6/1/2026	Per Claim Limit	5,000,000
A				AEH006161277	6/1/2025	6/1/2026	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: Project: Winnepesaukee River Basin Program (WRBP) Wastewater Facility. NHDES - WRBP FRanklin WWTP - 528 River Street, PO Box 68, Franklin, NH 03235
30 day notice of cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Environmental Services	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 <i>Jared Maxwell</i>

Attachment A Selection Team Rankings

Proposal Rankings - 9 Responding Firms

	Proposal Rankings	Overall Proposal Rank
EA Consulting	89	1
Wright-Pierce	87	2
Weston-Sampson	72	3
Hoyle Tanner	69	4
Fuss & O'Neill	60	
DPC	55	
D&K	49	
Tighe & Bond	54	
Horizons	38	
Bold Firms selected for interviews.		

Interview Rankings - 4 Firms selected for interviews

	Proposal Rankings	Overall Proposal Rank
EA Consulting	93	1 *
Weston-Sampson	83	2
Hoyle Tanner	79	3
Wright-Pierce	78	4
Bold Firms Selected for contracts.		

** EA Consulting only proposed on, and was selected for, Asset Management Support*

Selection Team and Titles

Wesley Anderson, City of Laconia DPW Director, WRBP Advisory Board Chairman
 Sharon McMillin, NHDES-WRBP, Environmental Program Administrator
 Ray Gordon, NHDES-WRBP, Administrator III
 Mark Corliss, NHDES-WRBP, Franklin WWTF Chief Operator
 Joseph Irving, NHDES-WRBP, Mechanical-Electrical Section Supervisor

