



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



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DEC 03 2025

October 22, 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 (DES) to enter into a contract with Weston & Sampson Engineers, Inc. (Vendor Code #161546-B001) Reading, MA in the amount of \$1,500,000.00 for professional consulting, engineering and technical support 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 following account:

	<u>FY26</u>
03-44-44-440030-9313-034-500162	\$1,500,000
Dept. of Environmental Services, L21:1V6-WRBP Collection Upgrade, Capital Projects	

EXPLANATION

Approval of this request will authorize Weston & Sampson to perform professional services under individually negotiated task orders for as-needed engineering services in support of the operations, maintenance, compliance, and upgrade improvements at the WRBP infrastructure located in the Lakes Region. The DES-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.

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

- Master planning efforts at WRBP infrastructure including the Franklin wastewater treatment facility (WWTF), pump stations and collection system, including inspections for condition, determination of criticality and remaining useful life, including recommendations for future inspections and maintenance or replacement priorities.
- Alternatives analyses, basis of design, design, and construction oversight of selected improvements.
- Vulnerability assessments and adaptation planning inspections and recommendations to fulfill WRBP's NPDES permit requirements.
- 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, at pump stations or the WWTF.
- Value Engineering, Owner's Representative, or similar project assignments.
- Support the WRP Asset Management program; providing findings that integrate into that platform.

The professional services that are the subject of this contract are more completely described in Exhibit B.

Weston & Sampson was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I: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 DES 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 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, Weston & Sampson was chosen to primarily provide their professional services for the master planning and vulnerability assessments described more completely in Exhibit B. As part of these negotiations, a contract price limitation was determined based on estimates for identified inspections and planning task orders, potential future task orders aligning with the engineer's capabilities, and WRBP's 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 and each task order will be negotiated separately. 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

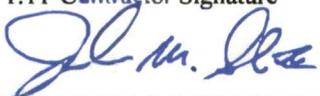
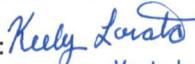
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03302	
1.3 Contractor Name Weston & Sampson Engineers, Inc.		1.4 Contractor Address 55 Walkers Brook Rd. Suite 100, Reading, MA 01867	
1.5 Contractor Phone Number 978-532-1900	1.6 Account Unit and Class 03-44-44-440030-9313- 034-500162	1.7 Completion Date 6/30/2028	1.8 Price Limitation \$1,500,000
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 10/17/25		1.12 Name and Title of Contractor Signatory John M. Sykora III, Vice President	
1.13 State Agency Signature  Date: 10/30/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NHDE.	
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, AAG		On: 11/07/2025	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials 
Date 10/12/25

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 *and*
Date 10/17/25

**EXHIBIT A
SPECIAL PROVISIONS**

None.

Initials js
Date 10/17/25

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 10 communities in the Lakes Region of New Hampshire. The WRBP collection system includes fourteen pump stations and approximately 67 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 has recognized the need to have task order contracts for professional consulting, engineering and technical support services for a range of anticipated evaluations and project needs, as well as providing a resource for unforeseen situations that may arise.

Engineers' (Weston & Sampson) 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 may include, but are not limited to:

- Planning studies, alternatives analyses, feasibility studies or preliminary design for projects such as those included in the WRBP Capital Investment Plan (CIP) that are scheduled to be addressed over the term of this contract.
- Energy audits, health and safety audits, building commissioning, and historic preservation assessments, as needed.
- Infrastructure Vulnerability Assessments and Adaptation Planning to support the criteria and compliance timelines in the WRBP NPDES Permit issued on 4/20/2024.
- Value Engineering, third party review, owner representative functions, or similar project assessments and support.
- 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 WWTF.
- Master planning for the collection system, pump stations, and WWTF and holistically for the WRBP system.
 - Develop a systematic program of inspections, conditions assessment, and criticality analysis of the WRBP pump stations, the Franklin WWTF and collection system. Collected information will be incorporated into our Opengov Asset Management Program and compiled into Master Plans for each facility (WWTF and Franklin Compound, Winnisquam Compound, and Pump Stations) or infrastructure type (Collection System). Goal is to be able to holistically incorporate information into an updatable, overarching WRBP Master Plan to inform the WRBP's O&M, CMOM, CIP and Inspection Programs.
 - Develop a systematic program of CCTV or other types of inspections, condition assessments, and criticality analysis of the WRBP collection system manholes and WRBP interceptor sewers, including gravity and forcemains and associated appurtenances (ex. siphons, air release valves, etc.). Collected information will need to be incorporated into our Opengov Asset Management Program by the WRBP or their selected contractor.

EXHIBIT B SCOPE OF SERVICES

- WRBP's SOP for condition, criticality, remaining useful life, and risk ranking criteria to be reviewed, updated as necessary, and implemented for the Pump Stations, the WWTF, and collection system. Key critical areas of concern are safety, structural integrity, ventilation, operability, functionality, and facility and grounds condition, NPDES permit compliance, and the River St. WWTF access road and sewer rights-of way (ROWs).
 - Provide an emergency and/or construction bypass plan for each pump station, WWTF process, or pipeline, as may be necessary.
- Alternatives analysis, recommendations, and preliminary design reports to improve wastewater treatment and/or solids handling processes and efficiency and/or improvements at the WWTF and pump stations. This could also include review of processes and procedures and inspection of process piping and equipment to determine the best options to replace deteriorated infrastructure, improve operations, or meet NPDES compliance objectives.
- Consulting engineering or technical support services for wastewater treatment process optimization as part of trials, pilots, or troubleshooting.
- Review, update and/or incorporation of available records or prior reports and design in work product.
- Inspection and analysis of the structural integrity of WRBP buildings, tunnels and other structures in response to unpredicted problems or as part of a larger project.
- Develop scope of work specifications for specialty field inspection services, including a breakdown of recommended inspections conducted by WRBP staff versus trained engineering or third-party inspections.
- Design, implementation assistance and interpretation of collection system inspections and assessments for the WRBP (ex. Infiltration/Inflow (I/I) analysis, camera studies, ultrasonic inspections) including potential subcontractor selection and/or management.
- Design and construction oversight/inspection services for emergency repairs or for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues. These projects might be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, culverts, pump stations, or the treatment plant.
- Asset Management Program support including condition and criticality assessments, present worth, remaining useful life, and life cycle costs. Provision of data in formats acceptable for integration into the WRBP Opengov (formerly Cartegraph) Asset Management Software Platform.
 - GIS mapping assistance with data to be incorporated into the Asset Management and Infrastructure Assessment Initiatives using Opengov.
 - Data management/analysis, interpretation of the inspections and condition assessments to help the WRBP formulate recommendations for a prioritization plan (Master Plans) for frequency and type of future inspections and O&M, preventive maintenance, replacement, or upgrades and prioritization of work.
- Attend in-person meetings (as needed) and virtual meetings (as needed) for team support and collaboration with WRBP staff and other consultants or contractors in support of the task order work.
- Strategic engineering, technical or support services not otherwise described.

Work Product Examples

- Comprehensive Inspection Findings and Recommendations Report, including forms and documentation of existing conditions and recommendations for follow up with inspection forms, training, and tools

EXHIBIT B SCOPE OF SERVICES

adapted to the WRBP. Final Report detailing:

- Final report will have long-term O&M plans included recommended frequencies of inspections, detailed staff/contractor inspection forms, recommendations on how to deal with infrastructure that cannot be inspected, recommended frequency of inspections and a draft inspection program.
- High priority safety issues
- A prioritized list of immediate maintenance projects
- Recommended process upgrade plan based on current and future compliance and operational requirements (e.g. solids handling, septage handling, nutrient and/or PFAS removal).
- Maintenance, repairs, and inspection results and frequencies that will be input/uploaded into the WRBP Asset Management System by the WRBP or their selected contractor.
- Inspection forms or other documentation formats with training to be developed and tailored to WRBP needs and goals.
- Master Plan(s) with immediate, 3-5 year, 10-year and longer-term recommendations, associated costs and priorities, with a tool and training provided to the WRBP to do subsequent condition inspections and prioritization updates.
 - Updated O&M manual(s) and training plans for necessary equipment and facilities including design, purpose, and corrective action recommendations.
 - Details of recommended maintenance, replacement, repair, or upgrades, with life cycle cost comparisons, as needed. Include prioritizing the recommended work for planning and budgeting into the O&M budget versus the WRBP CIP. A recommended draft 20 Year CIP for the WRBP.
- Draft reports submitted for review and comment by the WRBP.
- Revise and re-submit reports addressing comments into final report (hard copies and electronic searchable and editable format).
- Review the current and near future needs of the WRBP to plan WWTF administrative and laboratory spaces' renovations in the Franklin Admin/Ops Building and Laconia Maintenance Shop Building.
 - Inspect current office, lab, bathrooms, storage, as well as safety, plumbing, HVAC and electrical systems, including staff recommendations for layout and upgrades.
 - Review current building state pursuant to necessary or recommended ADA, NH Building, Electrical, and Plumbing code upgrade.
 - Near-term recommendations that may be accomplished by WRBP staff or outside contractor(s), as well as longer term capital budget/project recommendations.
 - Review currently planned modifications to other spaces in light of impact on future WRBP needs.
 - Overseeing the implementation of short-term renovations including general contracting, assisting with the vendor selection, and coordinating with WRBP. Construction oversight and inspections, as needed.
 - Preliminary design (plans and specifications with basis of design report) of recommended short-term renovations.

Deliverables, including but not limited to the following, as identified in each task order:

- Emails, meeting minutes, letter reports and technical memos as needed to meet the requirements of individual task order services.
- Draft reports including alternatives analysis and costs submitted for review and comment. Editable, electronic versions required for all documents.

EXHIBIT B SCOPE OF SERVICES

- Final Reports detailing:
 - Alternatives and recommendations for existing space to meet short-term and potential modifications to meet long-term needs and maintenance of operations.
 - Recommended solutions and prioritization for WRBP needs including possible conference/training space and appropriate offices for supervisors/managers.
 - Report detailing all recommended upgrades including but not limited to flooring, bathroom tile work, plumbing and electrical improvements, lockers, HVAC, laboratory counter tops and cabinets, shelving, storage, breakroom counters, sinks, faucets, windows, and ceiling tiles.
- Preliminary design (plans and specifications with basis of design report) of recommended short-term renovations.
- Electronic submittals shall be required under this contract for all technical documents prepared for each assignment. All electronic or other submissions shall be searchable and editable by the WRBP, without requirement to purchase or install additional software.
- Deliverable reports, documents, and certifications shall comply with NHDES Wastewater Engineering Bureau (NHDES-WEB) 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.

NHDES Coordination

At a minimum, CWSRF or federally-funded task orders shall be reviewed and pre-approved by NHDES-WEB and the WRBP. The work scope must be submitted to NHDES in DRAFT form prior to initiating work.

NHDES-WEB must attend the kick-off meeting, a mid-level progress update meeting, and the wrap-up meeting for planning projects, which should be noted in the task order work scope. NHDES shall be notified in advance of other meetings related to the project or task order. All draft and final documents must be submitted to NHDES for review and approval.

Compliance

Engineer shall review, comply with, and incorporate all Federal, State and local rules, laws and regulations relevant to work included in this work scope and subsequent task orders.

Subconsultants and Subcontractors

Engineer may use the services of subcontractor(s) or sub-consultant(s) where reasonable, appropriate, and consistent with industry practice, as indicated herein or in the executed P-37 Agreement:

- Work shall not be assigned to a subcontractor or sub-consultant without prior approval by the WRBP.
- The Engineer shall be fully responsible to the WRBP for any acts, errors and omissions of the subcontractors and/or sub-consultants.

EXHIBIT B SCOPE OF SERVICES

- Subcontractors and sub-consultants 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 and the State.
- The WRBP reserves the right to negotiate subcontractor or sub-consultant service markup rates and qualifications. The WRBP may reject any proposed subcontractors or sub-consultants.
- The Engineer shall be responsible for delivering all reports and documentation generated by any subcontractor.

Future Tasks Order(s) or contracts may include final design and oversight of recommended capital project(s), contracting documents (plans, specifications, as-builts), assistance with vendor selection, contract management and inspections, and coordination with the WRBP.

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 task order representative who shall be the point of contact for Engineer 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-WEB, 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.

The WRBP reserves the right to amend this contract via contract time extensions and/or price limitation increases based on the overall performance of the Engineer and the scope of work to be performed. Such amendments require the same approvals from the State.

Time Of Completion Of Task Orders

The Engineer is to complete the work within the time frame 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.

- Approval of this Agreement does not authorize expenditures more than the Price Limitation in Paragraph 1.8 of the Agreement. It is the Engineer's responsibility to maintain adequate budgetary controls and keep the WRBP apprised of work scope budget status since no payment above the contract limit or task order limit will be provided without prior authorization by the WRBP and availability of contract funding.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- The direct labor rates provided on the submitted Form 5700-41 are those in effect through June 30th of each calendar year. An escalator (% increase) for direct labor rates will be applied annually on July 1st of each calendar year of the Agreement (4% above the current rate applied through June 30, 2026; and 4% above the 2026 rates applied on July 1, 2026, and so forth).
- Overhead rates shall 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.
- 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.
- 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 and at 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.
- Engineers and subconsultants shall carpool and/or make appropriate travel arrangements, as necessary, to minimize mileage expense to the extent feasible.
- 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.

EXHIBIT C
CONTRACT FEES and TERMS OF PAYMENT - Continued

- 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.
- Profit mark-up (12%) shall only apply to Engineer's direct labor and overhead.
- 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 12%.
- Expenses are at cost with no markup.
- Mileage is charged at the IRS rate in effect at the time of Task Order approval.

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: Weston & Sampson Engineers, Inc.			Proposal Date: May 23, 2025	
Contractor/Subcontractor Address: 55 Walkers Brook Drive, Suite 100 Reading, MA 01867 <small>Street name and number City/Town State ZIP</small>			Services Furnished: Professional Engineering	
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Principal In Charge		\$110.98	\$	
Team Leader		\$97.87	\$	
Senior Project Manager		\$96.45	\$	
Principal Engineer/Technical Leader		\$88.50	\$	
Project Manager		\$68.03	\$	
Senior Project Engineer		\$56.34	\$	
Project Engineer		\$49.35	\$	
Engineer III		\$43.00	\$	
Engineer II		\$41.08	\$	
Engineer I		\$36.14	\$	
Architect		\$58.60	\$	
Admin/Technical Project Coordinator		\$41.45	\$	
Direct Labor Total			\$	\$
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
Overhead	1.7832		\$	
Indirect Costs Total				\$
Other Direct Costs _____			Est. Cost	
Travel			\$	
Bench-Scale Testing			\$	
Contingency			\$	
Other Direct Costs Total				\$
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Equipment Subtotal				
Other (Specify categories.)			Est. Cost	
Other Subtotal				
Other Direct Costs Total				
Total Estimated Cost			\$	
Profit (12%)			\$	
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 *WS*
Date 10/17/25

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
Principal In Charge							\$110.98	\$
Team Leader							\$97.87	\$
Senior Project Manager							\$96.45	\$
Principal Eng/Tech Leader							\$88.50	\$
Project Manager							\$68.03	\$
Senior Project Engineer							\$56.34	\$
Project Engineer							\$49.35	\$
Engineer III							\$43.00	\$
Engineer II							\$41.08	\$
Engineer I							\$36.14	\$
Architect							\$58.60	\$
Admin/Tech Project Coordinator							\$41.45	\$
Total Direct Labor Costs:								\$

Rev. November 2022

Initials Jed
 Date 10/17/25

State of New Hampshire

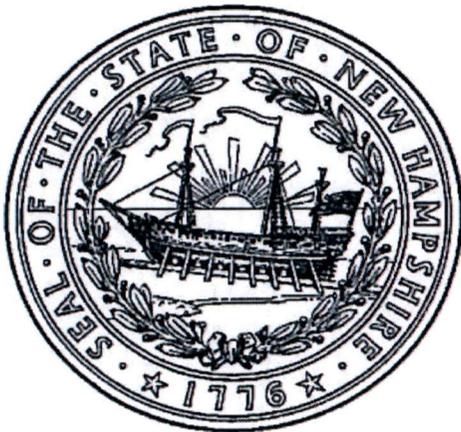
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0007235250**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July A.D. 2025.

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

David M. Scanlan
Secretary of State

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 July 23, 2025.

VOTED: To authorize

Jeffrey J. Alberti
Eric T. Reitter

David M. Elmer
Francis M. Ricciardi

John A. Figurelli
Leah E. Stanton

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$5,000,000, during the fiscal year 2025.

VOTED: To authorize

S. Roger Alcott
Robert J. Bukowski
Pompeo Casale
Kipling R. Gearhart
Kara D. Keleher
Hillary M. Lacirignola

Kevin A. MacKinnon
Colleen A. Manning
Jeffrey W. McClure
Blake A. Martin
Margaret A. McCarthy
Tara E. McManus

Meghan E. Moody
Kent M. Nichols
Frank E. Occhipinti
Christopher M. Perkins
Kimberly A. Plourde
Michael J. Richard

Cheri F. Ruane
Jaurice A. Schwartz
John M. Sykora
Daniel G. Tenney III
Patrick A. Terrien
Anthony Zerilli

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$3,000,000, during the fiscal year 2025.

VOTED: To authorize

Daniel P. Biggs
Scott R. Brusco
John Colton
Timothy P. Corrigan
Patrick M. Cotton
Tulin H. Fuselier
Frank Getchell
Indrani Ghosh

Rob F. Good, Jr.
Paul R. Greco
Johanna D. Hall
Michael D. Kastanotis
Peter J. Kolokithas
Brandon M. Kunkel
Brian J. McCormack

Joseph W. McGougan
Paul A. McKinlay
Nathan E. Michael
Steven K. Pedersen
Corey Repucci
Robin Seidel
Steven D. Shaw

Daniel E. Sheahan
Robert G. Tedeschi
Laurie R. Toscano
Paul V. Uzgiris
Raju Vasamsetti
Stephen P. Wiehe
Joseph M. Zongol

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2025.

VOTED: To authorize

Todd Bridgeo
Ryan Chmielewski
Melinda Costello
Rachel Cotter
Sarah R. DeStefano
Michael DiPalma

Kevin S. Hutchens
Jesse Johnson
Michael Kapareiko
Christopher S. Kennedy
Daron Kurkjian
Steven LaRosa

Brian McCusker
Janet Moonan
John Potts
Jeffrey C. Provost
Jeffrey Santacruce
Nathan Seifert

Carl W. Stone
Shawn Tomlinson
Andrew Walker
Michael Warner
Anthony Wespiser
Patrick Yeo

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$100,000 during the fiscal year 2025.

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

Christopher M. Perkins, PE, Clerk

10/17/25

Date

Attachment A Selection Team Rankings

Proposal Rankings - 9 Responding Firms

	Proposal Scores	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 Scores	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

Names	Titles	Years of Service
Wesley Anderson	City of Laconia DPW Director, WRBP Advisory Board Chairman	8
Sharon McMillin	NHDES-WRBP Administrator	17
Ray Gordon	NHDES-WRBP, Assistant Administrator	30
Mark Corliss	NHDES-WRBP, Franklin WWTF Chief Operator	35
Joseph Irving	Master Electrician, NHDES-WRBP, Mechanical-Electrical Section Supervisor	2