



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Robert R. Scott, Commissioner**

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December 3, 2025

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **RETROACTIVE, SOLE SOURCE** amendment to the contract (PO #1087954) with Busby Construction Co., Inc., (VC #155275-B001) Atkinson, NH for as-needed and emergency earthworks repair services for the Winnepesaukee River Basin Program (WRBP) by increasing the contract amount by \$450,000 to \$747,000 from \$297,000 and extending the contract completion date from June 30, 2025 to June 30, 2028, effective as of July 1, 2025 through June 30, 2028 upon Governor and Council approval. The original contract was approved by the Governor and Council on July 27, 2022, Item No.72. 100% WRBP Funds.

Funding is available in account as follows, with the authority to adjust encumbrances in each of the State fiscal years though the Budget Office, if needed and justified. Funding for FY28 is contingent upon the availability and continued appropriation of funds.

<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
\$150,000	\$150,000	\$150,000

03-44-44-442010-1300-048-500226

Dept. Environmental Services, Winnepesaukee River Basin, Contractual Repairs –Buildings & Grounds

**EXPLANATION**

Approval of this amendment will authorize Busby Construction Co., Inc. (Busby) to continue to provide as-needed and emergency earthwork repair services in support of the compliant operations and maintenance of the WRBP infrastructure located in the Lakes Region. This is a **Retroactive** amendment since the original contract expired during negotiations with Busby so necessary paperwork was not provided in a timely fashion. This is a **Sole Source** request since the amount of the amendment is greater than 10 percent of the original contract price limitation. The amendment allows the continued timely provision of these specialty services from a qualified, capable, local firm. \$236,036 of the original \$297,000 contract has been expended.

The WRBP owns and operates the wastewater collection and treatment system serving the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant in Franklin. The system was constructed in the late 1970's and has no tolerance for failures or interruption in service. Having a contract for as-needed and emergency earthwork services expedites necessary repairs and emergency responses and reduces the need for retroactive requests for payment of such services. These tasks cannot be completed by NHDES staff because a broad variety of specialty experience and equipment is required for this type of work.

The work to be completed under this amendment may involve, but is not limited to, repairs to roadways, rail crossings, culverts, drainage swales, right of ways, and forcemains and gravity interceptor sewers which range in size from 8-60 inches. There may also be projects for which services may be required relating to other buildings and structures within the WRBP system (ex. valve vaults, siphons, river crossings, etc.). Timely responses to sanitary sewer overflows or other emergencies are also part of this contract amendment, and Busby has been the only firm effectively responding in the last five-plus years to such events; being very experienced in repairing sewer infrastructure.

Note that all operating 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 operation. Busby updated their billing rates for Amendment 1 on the attached Exhibit C for FY26-28. The WRBP deems these rates to be reasonable and customary for such work. Each as-needed task scope and budget are negotiated prior to work being authorized. No cost is incurred unless the WRBP requests services.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

**New Hampshire Department of Environmental Services  
Busby Construction Co., Inc.  
Amendment No. 1**

This Agreement (hereinafter called the "Amendment #1") is by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Busby Construction Co., Inc. (hereinafter referred to as the Busby).

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement") approved by the Governor and Council on July 27, 2022, Item No. 72, Busby agreed to perform certain services under the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified herein; and

**WHEREAS**, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

**WHEREAS**, Busby and the State have agreed to retroactively amend the Agreement in certain respects.

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

**1. Amendment and Modification of Agreement**

The Agreement is hereby amended as follows:

- A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions) and as referenced in Amendment 1 - Exhibit C, Costs and Terms of Payment shall be increased by \$450,000 from \$297,000 to \$747,000.
- B. The completion date of the Agreement is modified to June 30, 2028 from June 30, 2025.

**2. Effective Date of Amendment**

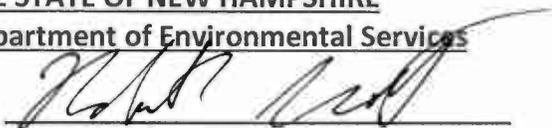
This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

**3. Continuation of Agreement**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

**IN WITNESS WHEREOF**, the parties set their hands as of the day and year first written below.

**THE STATE OF NEW HAMPSHIRE**  
**Department of Environmental Services**

By:   
Robert R. Scott, Commissioner

DATE: 12/8/25

New Hampshire Department of Environmental Services  
Busby Construction Co., Inc.  
Amendment No. 1

Busby Construction Co., Inc.

By: Paul D. Busby  
Paul Busby, President

DATE: 11/13/25

Approval by ATTORNEY GENERAL (Form, Substance and Execution):

Keely Lovato 12/12/2025  
Assistant Attorney General Signature Date  
Keely Lovato

Approved by the GOVERNOR and COUNCIL, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**AMENDMENT 1 - EXHIBIT C  
PRICE AND PAYMENTS**

	<u>FY25 for Reference</u>	<u>Balance of FY26</u>	<u>FY27</u>	<u>FY28</u>
<b>1) Staff &amp; Equipment Cost (Hourly Rates):</b>				
Excavator w/ Operator - full size w/ 25 ft digging depth	<u>\$230.00</u>	\$ 235.00	\$ 245.00	\$ 255.00
Excavator w/ operator (Midi class)	<u>\$205.00</u>	\$ 210.00	\$ 220.00	\$ 230.00
Loader w/ Operator (Medium class)	<u>\$160.00</u>	\$ 165.00	\$ 170.00	\$ 175.00
Dozer (Medium class)	<u>\$190.00</u>	\$ 195.00	\$ 200.00	\$ 205.00
Laborer	<u>\$50.00</u>	\$ 55.00	\$ 60.00	\$ 65.00
Foreman or Supervisor	<u>\$95.00</u>	\$ 100.00	\$ 105.00	\$ 110.00
<b>Please include alternative sizes and types of equipment</b>				
Other (specify those with hourly rates)				
Compactor, roller	<u>\$95.00</u>	\$ 100.00	\$ 105.00	\$ 110.00
Compactor, vibration	<u>\$35.00</u>	\$ 40.00	\$ 45.00	\$ 50.00
4-wheel rubber tired backhoe	<u>\$140.00</u>	\$ 145.00	\$ 150.00	\$ 155.00
Excavator, rubber tired	<u>\$175.00</u>	\$ 175.00	\$ 185.00	\$ 195.00
Tri-axle Dump Truck w/ Driver (8 cy min.)	<u>\$120.00</u>	\$ 125.00	\$ 130.00	\$ 135.00
Mini Excavator	<u>\$130.00</u>	\$ 135.00	\$ 140.00	\$ 145.00
<b>2) Other Equipment Costs (specify hourly or daily rates):</b>				
Trench box (Daily Rate)                      6x20 trench box	<u>\$300.00</u>	\$ 300.00	\$ 315.00	\$ 330.00
Pump for dewatering excavation/trench Daily rate	<u>\$250.00</u>	\$ 250.00	\$ 260.00	\$ 270.00
Plates - per each 8x20 ( Per Job )	<u>\$300.00</u>	\$ 300.00	\$ 315.00	\$ 330.00
Skid Steer w/ Daily Rate	<u>\$900.00</u>	\$ 900.00	\$ 950.00	\$ 1,000.00
<b>3) Materials &amp; Services (Enter % markup over cost):</b>				
Sand and Gravel, per cubic yard	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Riprap stone, per cubic yard	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Pipe & Fittings	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
<b>Please include other materials and services (Enter % markup over cost):</b>				
Other materials (specify): <u>Loam</u>	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Other materials (specify): <u>Aggregates</u>	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Other services (specify): <u>paving subcontractor</u>	<u>10%</u>	\$ 10.00	\$ 10.00	\$ 10.00
Other services (specify): <u>equipment rental</u>	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Other services (specify): <u>Raising manholes</u>	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
Other services (specify): <u>Flaggers</u>	<u>10%</u>	\$ 10.00	\$ 10.00	\$ 10.00
Other services (specify): <u>Signs &amp; Warning Devices for Traffic Control</u>	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
<b>4) Equipment Haul/Mob/Demob/Travel</b>				
Travel Costs (Per mile charge):	<u>\$7.00</u>	\$ 7.00	\$ 7.50	\$ 8.00
Equipment Haul, if not included in 1) above - per machine delivered	<u>\$700.00</u>	\$ 700.00	\$ 775.00	\$ 850.00
Mobilization/Demobilization, if not included in 1) above - per/mob	<u>\$1,700.00</u>	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00
<b>5) Other Supplies (Enter % markup over cost):</b>				
For all supplies (% markup, if any)	<u>15%</u>	\$ 15.00	\$ 15.00	\$ 15.00
<b>FY Price Limitation:</b>		<u>\$150,000</u>	<u>\$150,000</u>	<u>\$150,000</u>
<b>FY26-28 Total Contract Price Limitation:</b>		<u>\$450,000</u>		
<b>6) Non-emergency Response Timeframe (calendar days)</b>				
		<u>1-7 days</u>		

**Busby Construction Co., Inc.**  
Company Name

**Notes:**

(1) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

Contractor Initials P.O.B.  
Date 4/13/25

# 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 BUSBY CONSTRUCTION CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 02, 1979. 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: **5783**

Certificate Number: **0007266352**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of August A.D. 2025.

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

David M. Scanlan  
Secretary of State



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## Corporate Resolution

I, Virginia A. Busby, hereby certify that I am duly elected Clerk/Secretary of Busby Construction  
*(Name)* *(Name of Corporation)*  
Co., 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 January 6, 2025 at which a quorum of the  
Directors/shareholders were present and voting.

**VOTED:** That Paul D. Busby, President is duly authorized to enter into contracts or  
*(Name and Title)*  
agreements on behalf of Busby Construction Co., Inc. with the State of New Hampshire D.E.S. and  
*(Name of Corporation)*  
any of its agencies or departments and further is authorized to execute any documents which may in  
his 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. I further certify that it is  
understood that the State of New Hampshire D.E.S. will rely on this certificate as evidence that the  
person listed above currently occupies the position 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:** November 11, 2025

**ATTEST:**

Virginia A. Busby Treas.  
*(Name and Title)*

