



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

71 - 6/3/26

April 29, 2026

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

REQUESTED ACTION

1) Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Environmental Sampling Technology, Inc. (VC #260907-B001) Needham, Massachusetts totaling \$448,056 for wastewater flow metering services, effective as of July 1, 2026 through June 30, 2031 upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the following account, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2028-2031 is contingent upon the availability and continued appropriations of funds.

	<u>FY2027</u>	<u>FY2028</u>	<u>FY2029</u>	<u>FY2030</u>	<u>FY2031</u>
03-44-44-442010-1300-048-500226	\$95,150	\$80,988	\$91,971	\$84,260	\$95,687
Dept. Environmental Services, Winnipisaukee River Basin, Contract Repairs Buildings & Grounds					

2) Further authorize NHDES to establish a contingency in the amount of \$66,550 to cover unforeseen costs that may be incurred during the contract period, effective as of July 1, 2026 through June 30, 2031 upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the following account, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for fiscal years 2028-2031 is contingent upon the availability and continued appropriations of funds.

	<u>FY2027</u>	<u>FY2028</u>	<u>FY2029</u>	<u>FY2030</u>	<u>FY2031</u>
03-44-44-442010-1300-048-500226	\$14,000	\$12,750	\$13,005	\$13,265	\$13,530
Dept. Environmental Services, Winnipisaukee River Basin, Contract Repairs Buildings & Grounds					

EXPLANATION

This contract involves flow metering services in the wastewater collection system operated by the WRBP. The WRBP owns and operates wastewater collection and treatment services for 10 communities that receive the benefit of the services. The major components of the state-owned WRBP system include 14 wastewater pumping stations, 55 miles of large diameter interceptor sewers linking the member

- 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

communities to the system, and the wastewater treatment facility located in Franklin that currently treats an average of 5.5 million gallons per day of wastewater. Each member community is assessed for operation, maintenance, and upgrades based upon their proportional use of the WRBP sewer system, including their respective wastewater flow contributions. The flow metering services included in this contract are a vital component in the WRBP's requirement to validate flow-based cost recovery assessment calculations for the communities served by the system, target areas for removal of excessive inflow/infiltration from the collection system, assist with capital project planning and wastewater flow management, and maintain permit compliance. The contract term of five years is based on the expected lifespan of the deployed flow meter equipment.

A Request for Proposals (RFP) was prepared and sent to four (4) firms known to do this kind of specialized work. The RFP was also advertised in the state-wide newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Total Cost, including contingency</u>
Environmental Sampling Technology, Inc., Needham, MA	\$514,606.00
DPC Engineering, LLC, Longmeadow, MA	\$526,487.72
ADS Environmental Services, Huntsville, AL	\$635,993.36
Flow Assessment Services, Auburn, NH	\$679,591.63
HACH/BAU Hopkins, Plainville, MA	No response

As a result of the proposals, we wish to award the contract to Environmental Sampling Technology, Inc. This firm has also satisfactorily performed similar services for the WRBP for the last 12 years. Since the need for actual flow metering services each year cannot be definitively forecast, a contingency of \$66,550 for additional necessary services is included in the contract price limitation. The contingency shall only be used upon prior authorization by the WRBP.

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's operation.

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

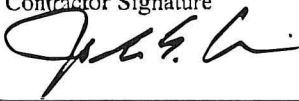
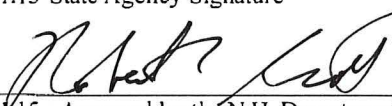
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Environmental Sampling Technology, Inc.		1.4 Contractor Address 124 Crescent Road, Suite 1, Needham, MA 02494	
1.5 Contractor Phone Number (781) 455-0003	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2031	1.8 Price Limitation \$514,606.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 4/23/26		1.12 Name and Title of Contractor Signatory John E. Carlin, President	
1.13 State Agency Signature  Date: 5/1/26		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:  Melissa Files On: 5/4/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/23/26

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 *JCA*
Date 4/23/26

**EXHIBIT A
SPECIAL CONDITIONS**

Item 1 – Confined Space

CONFINED SPACE CERTIFICATION

I, John Carlin of
(Name)

EST ASSOCIATES
(Company Name)

hereby certify that the confined space policy of

EST ASSOCIATES
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

Environmental Sampling Technology INC.
(Company Name) *d/b/a EST ASSOCIATES*

Possesses all equipment required for compliance with all provisions of the rules.

Initials JC
Date 4/8/26

EXHIBIT B SCOPE OF SERVICES

Project Objectives

The intent is to procure flow metering services for a portion of the WRBP collection system. The WRBP currently monitors flow at a number of locations for operational and future flow-based cost recovery calculations. Existing flow metering currently performed by the WRBP will remain the responsibility of the WRBP and are not included in the scope of work for this contract. The contractor will be retained for the identified sites currently managed by a third-party contractor and incorporated into the WRBP's Flow Metering Program. This program is a vital component in the WRBP's efforts to update flow-based cost recovery for WRBP operations, target the removal of inflow/infiltration, and assist with capital project planning and wastewater flow management. The primary objectives of the WRBP Flow Metering Program are:

1. Monitor flows for cost recovery of WRBP operations as part of a cost allocation structure implemented by the WRBP. Flow data will be used by the WRBP to assess the 10 member communities for their respective portion of WRBP operational costs.
2. Monitor collection system performance and identify sewer basins with excessive inflow and infiltration. The data will be used by the WRBP staff in managing and maintaining its wastewater collection system infrastructure.

Flow Meter Installation Locations

The flow metering contractor will provide meters and retrieve data for 9 permanent meter sites and four permanent rain gauge locations (see Attachments). The sites were pre-selected by the WRBP in consultation with a professional engineering firm experienced in the evaluation, design and installation of wastewater flow meters. The metering contractor will be responsible for selecting the appropriate flow meter or rain gauge for each location, given the operating conditions and site constraints. Note that the current installations at each location are deemed adequate for the WRBP Flow Metering Program.

Once installed, metering equipment shall meet manufacturer specifications for meter accuracy. It is the goal of the WRBP to obtain the most accurate measure of flow that is reasonably achievable at each of the flow meter sites. The WRBP has set a minimum target of 8% accuracy for all flow data across the 9 sites.

The metering contractor will be responsible for developing and submitting a means and method for field verification of the accuracy of the selected flow meter at each meter location, if different than currently installed. Field verification methodologies will be subject to review and approval by the WRBP. The WRBP reserves the right to perform final inspection of all installations or utilize a third party to do the inspections or observe field verifications. The metering contractor shall field test/verify each flow meter location using the approved means and methods. Field verification/calibration shall be completed on a periodic basis as required to ensure meters are functioning properly and data meets the minimum target flow data accuracy.

Initials Qm
Date 4/8/26

For the duration of the contract period, the metering contractor shall own, install, calibrate, operate, maintain and replace all metering equipment installed by their firm, including any accessories or protective devices. The contractor shall be responsible for all data logging and battery backup to ensure retention of flow, depth, velocity, and volume data. The contractor shall be responsible for completing all data transmissions, data downloads, and data analysis at the identified meter sites for the duration of the contract period. The contractor shall assign staff experienced in data analysis to evaluate the quality of the data received and to reduce the data into a format acceptable to the WRBP. It is the responsibility of the metering contractor to accomplish the scope of work and provide accurate, repeatable, and defensible results as evidenced by data validation methods and reports and by calibration reports, and provide reliable results as further evidenced by number, type and duration of equipment malfunctions or data excursions. Replacement of defective, deficient, or obsolete equipment shall be at the contractor's expense.

The WRBP reserves the right to add or remove meter locations as it deems necessary. Additionally, there may be times during the contract period when it becomes necessary to relocate or remove and reinstall meters for various unforeseen reasons. The metering contractor shall be prepared to mobilize within 14 calendar days if necessary to relocate or remove/reinstall the meter. In the event that routine maintenance is required by the WRBP in an area with an assigned flow meter, the metering contractor shall be responsible for moving or otherwise relocating the meter as necessary to avoid delays to the maintenance and operation of the sewer collection system. Although widespread meter relocations are not anticipated, the metering contractor shall be prepared to shift or relocate meters as necessary throughout the contract period. The cost for adding, relocating or removing/reinstalling meters shall be included in the contingency amount built into the contract price limitation.

Data Collection and Meter Calibration

The WRBP recognizes that there are several methods available for collecting data from the various flow meters and rain gauges. Currently, the WRBP views data from existing, functional metering sites at WRBP pump stations and the WWTP on a real-time basis through their SCADA system. The WRBP reports daily flows through its HACH-WIMS archive system.

The WRBP requires raw data collected from the contractor's metering and rain gauge sites at 15-minute intervals (or calculated 15-minute averages) be provided to the WRBP for archiving and further analysis on a monthly basis. The STP-1 meter at the Franklin WWTF shall report 7am-7a and 12am to 12am daily flows shall be reported monthly in Excel format by email to the WRBP before the 10th of each month for use in the WRBP EPA DMR. The data shall then be included in the monthly report including WRBP-collected daily flow data provided to the contractor in the first week of the following month via email and contractor's monthly data and analyses.

At a minimum, site inspection and maintenance and instrument maintenance and calibration shall be performed on a monthly basis to ensure that the meter is working and calibrated properly and that the equipment is fully ready to perform as intended for the next data collection cycle. It is the responsibility of the metering contractor to inspect the installation or use data trending or alarms to assure that the installation remains free of sediment or debris and that any non-functional equipment

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Date 4/11/26

or support systems are cleaned, retrofit, repaired or replaced within 14 calendar days. It is the contractor's responsibility to clean flow sensors/meters during routine site visits and as-needed when the sensors/meters become fouled. Sensor/meter cleaning will involve the removal of any debris found in the normal flow stream that impairs performance of the sensor/meter. The removal of sand, rocks, gravel or other hard debris by means of hydraulic or mechanical equipment is not required of the flow metering contractor. The contractor shall notify the WRBP within 48 hours of their discovery of such conditions. All such maintenance, repairs or retrofits shall be documented in the reports provided to the WRBP. Adherence to these response times, number and type of failures, methods used for validating, extrapolating or eliminating suspect or missing flow data from reported values, and all calibration records shall be included in the monthly reports and used in the performance evaluations described below.

Data Format and Transfer

All data shall be provided to the WRBP in a non-proprietary, editable format approved by the WRBP that will support further detailed analysis performed by the contractor, consultants working on behalf of the WRBP, or by WRBP staff. The preferred format to receive flow monitoring data is in an editable Microsoft Excel format in order for it to be compatible with upload into the WRBP's archival database. The preferred format to receive reports is in an editable Microsoft Word document. Regardless of the data format preferred by the contractor, the WRBP shall not be required to purchase new software to view flow monitoring data and reports. Access to flow monitoring information shall conform to the State's internet and information technology security requirements. Data shall be accessible and shared through e-mail, or other approved means, and by hard copy and USB drive with the WRBP. The electronic data submitted to the WRBP shall be transferred in compliance with all applicable WRBP policies and procedures for electronic data transmittal.

Data shall be reported to the WRBP on a monthly basis. Data collected from the previous month shall be formatted and reported to the WRBP before the 15th day of the subsequent month or 2 weeks after receipt of flow data from the WRBP, whichever is greater. Rainfall data may be reported more often depending upon the nature of the rain gauge and remote communications ability provided by the contractor.

After the WRBP has received the flow or rainfall data, it shall become the property of the WRBP with no proprietary restrictions and it shall be available for modification, revision and sharing as determined to be in the best interests of the WRBP. The WRBP will remain the owner of both the raw data and the information provided through the metering contractor's analysis and conclusions derived from the raw data.

Data Analysis and Reporting

Data shall be reviewed by an experienced data analyst with a minimum of 5 years of experience in wastewater flow metering applications.

The metering contractor shall be responsible for preparing a monthly analysis of the flow data collected for each meter and rain gauge. The monthly reports shall contain charts, tables, hydrographs

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Date 4/8/26

and figures, as necessary. The metering contractor shall perform a flow balance utilizing flow data obtained under the contract as well as data provided by the WRBP from other meter sites. Currently, there are 9 other WRBP-metered locations where data will be used for community flow assessment. Plus, there are an additional 8 magmeters located at pump stations primarily used for operational monitoring. The WRBP will provide flow data from its monitored locations in an Excel spreadsheet format on a monthly basis.

Some optional and additional analyses beyond the minimum criteria outlined above could prove beneficial in developing a better understanding of flow volume fluctuations within the overall sewer collection system. The description and cost for each such alternative should be clearly displayed in Exhibit C.

Additional Reporting Requirements

The contractor shall submit monthly records and reports detailing maintenance and repairs completed on the installed equipment and physical locations. The metering contractor shall also report to the WRBP whenever a meter is replaced. Such notification shall be provided in advance of replacement, but the contractor should not delay installation in order to meet downtime requirements and associated data loss. The WRBP reserves the right to observe the installation, start-up, maintenance, calibration and any manual data collection from flow meters installed under this contract. The contractor shall be responsible for coordinating such activities with WRBP staff and NHDOT, as necessary.

Management and Administration

The metering contractor's project manager shall manage the project throughout its entirety unless an alternate project manager is approved by the WRBP. The project manager shall have the necessary authority and ability to make important administrative and financial decisions on behalf of the contractor including implementing any corrective measures required by the WRBP or providing the quality of services required to complete the scope of work as specified.

All information contained in the Request for Proposals dated 3/20/2026 and subsequent addenda and attachments thereto are incorporated herein by reference. All information in the proposal and any subsequent clarifying correspondence is also included herein by reference.

Initials Jac
Date 4/8/26

EXHIBIT C

COST PROPOSAL AND PAYMENT TERMS

Contract Price Limitation Summary

	FY27	FY28	FY29	FY30	FY31	Totals
Base service contract for installed flow meters (See Flow Metering Services Items 1-4 below):	\$ 78,200	\$ 72,879	\$ 74,337	\$ 75,823	\$ 77,340	\$ 378,579
Anticipated Optional Services not in base contract (see Optional Services Assumptions Items A-C below):	\$ 16,950	\$ 8,109	\$ 17,635	\$ 8,437	\$ 18,347	\$ 69,478
Contract Price per FY (Price Limitation = Sum of 5-Year Annual Cost)	\$ 95,150	\$ 80,988	\$ 91,971	\$ 84,260	\$ 95,687	\$ 448,056

Base Flow Metering Services - Itemized Costs

No.	Description	FY27	FY28 w/ escalator	FY29 w/ escalator	FY30 w/ escalator	FY31 w/ escalator	Total Base Services (FY27-FY31)
	Annual Escalator (%):		2.0%	2.0%	2.0%	2.0%	
1	Installation of 9 PERMANENT Flow Meters (AV and/or US) and 4 PERMANENT rain gauges.	\$ 6,750.00					\$ 6,750.00
2	Equipment monitoring, inspections, calibrations, operations and maintenance; replacement and upgrade of obsolete or defective parts and equipment. Complete operation and servicing of all equipment and data acquisition for 9 PERMANENT sites. (Annual recurring costs to be prorated on a monthly basis).	\$ 62,750.00	\$ 64,005.00	\$ 65,285.10	\$ 66,590.80	\$ 67,922.62	\$ 326,554
3	4 PERMANENT Rain Gauges - Belmont, River St., Winnisquam and Maiden Lady Cove WRBP pump stations (Annual recurring costs to be prorated on a monthly basis).	\$ 1,850.00	\$ 1,887.00	\$ 1,924.74	\$ 1,963.23	\$ 2,002.50	\$ 9,627
4	Data analysis, evaluation, summarization, presentation, and submittal of reports to WRBP. (Annual recurring costs to be prorated on a monthly basis).	\$ 6,850.00	\$ 6,987.00	\$ 7,126.74	\$ 7,269.27	\$ 7,414.66	\$ 35,648
	Total Base Service Contract	\$ 78,200.00	\$ 72,879.00	\$ 74,336.58	\$ 75,823.31	\$ 77,339.78	\$ 378,578.67

Monthly base costs: \$ 6,516.67 \$ 6,073.25 \$ 6,194.72 \$ 6,318.61 \$ 6,444.98

Assumptions for As-Scheduled Services included in contract price limitation as a Contingency

No.	Description	FY27	FY28 w/ escalator	FY29 w/ escalator	FY30 w/ escalator	FY31 w/ escalator	Total Optional Services (FY27- FY31)
	Annual Escalator (%):		2.0%	2.0%	2.0%	2.0%	
A	4 remove & re-install at WRBP request for line maintenance (assumes 4 events/FY at TF-1 with pricing below) - Item 1 below	\$ 750	\$ 765	\$ 780	\$ 796	\$ 812	\$ 3,903
B	Up to 6 temp meters AV and/or US meters for 3 times @ 6 months (wet and dry weather flow periods in FY27, 29 and FY31) - 18 total months - Item 6A/6B below	\$ 9,000		\$ 9,364		\$ 9,742	\$ 28,105
C	Police details - Billed Monthly based on invoiced amount (only as required) ¹ Assumes \$450/month for 12 months plus PD for 4 additional remove/install events.	\$ 7,200	\$ 7,344	\$ 7,491	\$ 7,641	\$ 7,794	\$ 37,469
	Total Assumed As-scheduled Services (Selected from Itemized costs below)	\$ 16,950	\$ 8,109	\$ 17,635	\$ 8,437	\$ 18,347	\$ 69,478

Other Services - Itemized Costs (Contingency upon approval or included in Services above)

No.	Description	FY27	FY28 w/ escalator	FY29 w/ escalator	FY30 w/ escalator	FY31 w/ escalator
1	Temporarily remove and reinstall a meter from service at the request of the WRBP (as required for line flushing and maintenance - included above)	\$ 750.00				
2	Permanently Relocate PERMANENT Ultrasonic Meter (does not change total number installed)	\$ 750.00	\$ 765.00	\$ 780.30	\$ 795.91	\$ 811.82
3	Permanently Relocate PERMANENT Area Velocity Meter (does not change total number installed)	\$ 750.00	\$ 765.00	\$ 780.30	\$ 795.91	\$ 811.82
4	Permanently Remove Ultrasonic Meter (field cost and recurring cost credit adjustment)	\$ (500.00)	\$ (510.00)	\$ (520.20)	\$ (530.60)	\$ (541.22)
5	Permanently Remove Area Velocity Meter (field cost and recurring cost credit adjustment)	\$ (500.00)	\$ (510.00)	\$ (520.20)	\$ (530.60)	\$ (541.22)
6A	Install Temporary Area Velocity or Ultrasonic Flow Meter - minimum 6 months/selected FY - included above	\$ 750.00	\$ 765.00	\$ 780.30	\$ 795.91	\$ 811.82
6B	Recurring Temporary Area Velocity or Ultrasonic Flow Meter calculated as per month - minimum 6 months/selected FY - %/FY escalator and included above	\$ 750.00	\$ 765.00	\$ 780.30	\$ 795.91	\$ 811.82
7A	Install new PERMANENT Ultrasonic Meter (min 12 months)	\$ 750.00				
7B	Recurring new PERMANENT Ultrasonic Meter (min 12 months) - %/FY escalator above	\$ 6,000.00	\$ 6,120.00	\$ 6,242.40	\$ 6,367.25	\$ 6,494.59
8A	Install new PERMANENT Area Velocity Meter (min 12 months)	\$ 750.00				
8B	Recurring new PERMANENT Area Velocity Meter (min 12 months) - %/FY escalator above	\$ 6,000.00	\$ 6,120.00	\$ 6,242.40	\$ 6,367.25	\$ 6,494.59
	Total Contingency not included above (Sum of Items 2-5, 7A-8B)	\$ 14,000	\$ 12,750	\$ 13,005	\$ 13,265	\$ 13,530

Note 1:

Gifford does not require a police detail (PD) if adequate trained personnel are provided per email from PD. Coordination around heavy traffic events is required. PD may require detail in some cases. Tilton PD required in designated roadways each time per ordinance. Must set up a schedule or notify 1-2 weeks in advance for TF-1 location.
FY27-31 Assumes that Tilton PD is \$450/event less than 4 hours x 12 events/year.

Note 2:

Invoicing monthly based on prior month's services rendered. Invoice for police details to be included with invoice, as appropriate, and prior to payment.

Note 3:

Continue flow metering of the following 9 locations: STP-1 (AV & US); TS-1 (AV & US with existing Palmer Bowlus flume); ML-1 (AV); TF-1 (AV & US w/ existing Trapezoidal flume); Tilton Main (AV & US w/ existing Parshall); Oxbow (AV & US w/ existing Parshall flume); McIntire (US); Belmont Beach (AV & US), GL-1 (AV), GL-1 (AV).
Current PERMANENT US is ISCO 2110 model. Current PERMANENT AV is ISCO 2150 Sensor with ISCO 2103 Modem module. Temp meters used were ISCO 2160 Laser AV and ISCO 1250 AV.
STP-1 7am-7am and 12am to 12am daily flows shall be reported monthly in Excel format by email to the WRBP before the 10th of each month for use in the WRBP EPA DMR. Continue the ability to temporarily meter up to 6 locations including but not limited to: Soda Brook (ISCO 2150 AV) and Opechee (ISCO 2160 LaserFlow AV).

Initials **JG**
Date **4/18/26**

State of New Hampshire

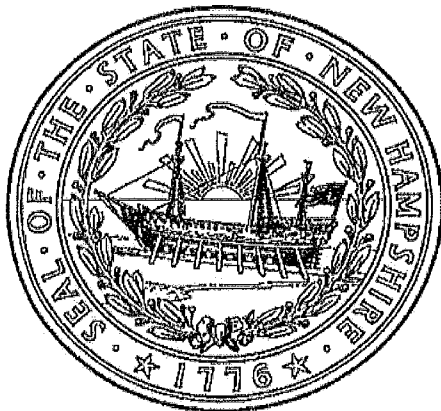
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENVIRONMENTAL SAMPLING TECHNOLOGY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on June 01, 2017. 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: 771670

Certificate Number: 0007915364



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority

I, JAMES F. McGrail, Secretary of Environmental Sampling Technology, Inc.
Printed Name of Certifying Officer Title Name of Company

do hereby certify that John E. Carlin is authorized to execute any documents
Printed Name of Person Authorized to sign

that may be necessary to enter into a contract with the State of New Hampshire.

In witness thereof, I have hereunto set my hand as the Secretary, of
Office/Position of Certifying Officer
Environmental Sampling Technology Inc., this 23rd day of April, 2026
Name of Company


Signature of Certifying Officer

Notarization

State of

County of

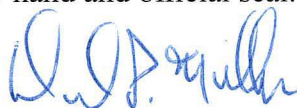
On 4/23/26, before me, David P. Mullen,
Date Name of Notary of Justice of the Peace

the undersigned officer, personally appeared James F. McGrail, who
Printed Name of Certifying Officer

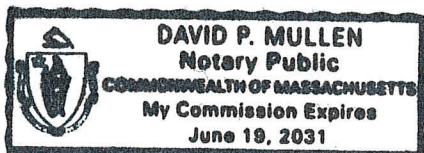
acknowledged him/herself to be the Secretary, of Environmental Sampling Technology, Inc.
Office/Position Name of Company

and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public of Justice of the Peace



(affix seal)

Commission Expires: June 19, 2031



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2026

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 ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC 470 Atlantic Avenue Boston MA 02210		CONTACT NAME: Karen Laythe PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: Karen_Laythe@ajg.com	
INSURED ENVIRONMENTAL SAMPLING TECHNOLOGY INC 124 CRES RD. NEEDHAM MA 02494		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INDEMNITY CO OF AMERICA NAIC # 25666 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1212555

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.

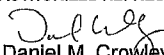
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			N/A			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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
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							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N/A	6HUB2E50960125	12/07/2025	12/07/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A				

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

State of NH Department of Environmental Services Winnepesaukee River Basin Program PO BOX 68 Franklin NH 03235	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  Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
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