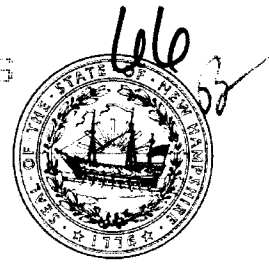




JUL 22 '15 AM 11:54 DAS

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



**Thomas S. Burack, Commissioner**

July 17, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with Nobis Engineering, Inc. (Nobis), Concord, NH, (VC #156710) in the amount of \$2,380,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at petroleum and hazardous waste contaminated sites, MtBE sites and Brownfields sites effective upon Governor and Council approval through June 30, 2019. 100% Other Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 through State FY 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Fund Name & Account Number 03-44-44-	FY 2016	FY 2017	FY 2018	FY 2019	Totals
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00
Oil Pollution Control Fund 444010-1400-102-500731	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00
MtBE Settlement Fund 444010-8893-102-500731	\$2,000,000.00	-	-	-	\$2,000,000.00
	<b>\$2,095,000.00</b>	<b>\$95,000.00</b>	<b>\$95,000.00</b>	<b>\$95,000.00</b>	<b>\$2,380,000.00</b>

**EXPLANATION**

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields and CERCLA sites. Previously, in the past 20 years the Governor and Council approved similar contracts to provide professional environmental services. DES has completed a new qualifications-based selection process and Nobis was selected as one of the firms for a new four-year contract.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of Nobis will be available to assist DES in the investigation, monitoring and remediation of contaminated sites such as petroleum, hazardous waste, and MtBE sites in NH. This use of professional engineering services allows

DES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate the required cleanup action, protect public health, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

In July 2014, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received sixteen qualification packages which were reviewed and evaluated by a seven-member DES evaluation committee. The group of sixteen firms was reduced to eight firms based on detailed evaluations and determination of engineering capabilities, experiences, staff and resources in New Hampshire. DES sent Interview Packages and interviewed the eight short-listed firms in November 2014. Each firm was provided the opportunity to present its proposed project team, summarize its approach and accomplishments to completed projects, and present responses to a number of standard and site-specific questions by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the eight firms as follows.

- Weston Solutions, Inc. 665.0
- Sanborn Head & Associates 639.0
- Weston & Sampson Engineers, Inc. 628.0
- Nobis Engineering, Inc. 613.0
- GZA GeoEnvironmental, Inc. 604.0
- Stone Environmental/Tighe & Bond 590.0
- GeoInsight, Inc. 543.0
- Ransom Consulting, Inc. 528.0

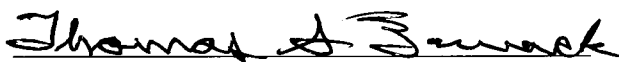
The maximum possible score was 700. See Attachment A for the scores on the eight short-listed firms by the DES evaluation committee members.

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered. Proposed rates and terms have been submitted, and DES has worked with Nobis in order to develop fair and reasonable rates and terms for the contract. Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2017. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

DES has successfully negotiated pre-approved scopes-of-work/budgets, multipliers and prices with Nobis for the proposed environmental work and reached an agreement on the contract terms and conditions. The approved hourly labor rates, indirect costs and profit multipliers, and other direct costs, are detailed in the Nobis proposal dated March 6, 2015, and April 21, 2015 response letter.

This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 four year Price Breakdown.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner


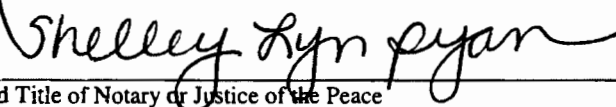

Subject: Test FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Environmental Services</u>		1.2 State Agency Address <u>P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095</u>	
1.3 Contractor Name <u>Nobis Engineering, Inc.</u>		1.4 Contractor Address <u>18 Chenell Drive, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603-224-4182</u>	1.6 Account Number <u>See Exhibit B.I For A DETAILED LIST OF ACCOUNT NUMBERS USED FOR FUNDING</u>	1.7 Completion Date <u>June 30, 2019</u>	1.8 Price Limitation <u>\$2,380,000.00</u>
1.9 Contracting Officer for State Agency <u>Steven A. Croce, P.E.</u>		1.10 State Agency Telephone Number <u>603-271-2229</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Abhijit 'Nannu' Nobis, P.E.; CEO/Principal-in-Charge</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 1, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		SHELLEY LYN RYAN, Notary Public My Commission Expires October 6, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Shelley Lyn Ryan</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Clara Ai</u> On: <u>7/21/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.  
5.2 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. The State shall have no liability to the Contractor other than the contract price.  
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 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.

**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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 6/01/15

**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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials AM  
Date 6/21/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

*am*  
*6/01/15*

**Exhibit A**  
**Scope of Work**


**STATE OF NEW HAMPSHIRE**  
**DES CONTRACT FOR SITE INVESTIGATION, REMEDIATION DESIGN,**  
**IMPLEMENTATION OVERSIGHT AT PETROLEUM AND HAZARDOUS WASTE SITES,**  
**CERCLA AND BROWNFIELDS PROJECTS**

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessment; oversight of remedial work; operation and maintenance services for remediation systems; and expert documents review and witness services for DES.

Separate project assignments will be given to Nobis Engineering, Inc. (Nobis) to complete within specified time periods during the four year contract duration.

This environmental services contract will ensure that professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost effectively be obtained and implemented. The services of Nobis will be available to assist DES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work, and where EPA has funded studies, reviews and operations on CERCLA and Brownfields projects.

Nobis shall provide information on utilization of minority subcontractors in accordance with federal requirements when work performed involves the expenditure of federal money.

Contractor Initials   
Date 7/09/15

**Exhibit B**  
**Estimated Budget and Payment Method**

**I. Funding Account Numbers**

<b>Fund Name and Account Number</b>	<b>Totals</b>
Oil Pollution Control Fund 03-44-44-444010-1400	\$100,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$280,000.00
MtBE Settlement Fund 03-44-44-444010-8893	\$2,000,000.00

**TOTAL:                      \$2,380,000.00**

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

**II. Submission of Invoices by Nobis**

A. Invoices shall be submitted monthly for each assignment and shall contain at a minimum the following standard information:

1. Nobis name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as shown on the WSA and summarized in a manner which clearly shows the charges associated for each WSA task.
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. Nobis shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

Contractor Initials am  
Date 7/09/15



**III. Payments to Nobis**

A. Invoices will be reviewed for completeness and compliance with the contract and the WSA by the DES project manager and returned to Nobis if incomplete or in error. An invoice approval cover sheet will be completed by the DES project manager, and once appropriate signatures have been obtained the cover sheet and invoice will be forwarded to the DES Accounting Office for processing and payment.

B. State will pay Nobis the approved invoice amount for each project assignment within 45 days of the project manager's approval. Full payment of the approved amount shall be paid, however State reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.

C. State may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates, terms and conditions, or where the approved assignment budget has been exceeded without DES's written approval. Copies of marked up invoices may be provided to the contractor.

D. DES shall pay Contractor for services performed in accordance with the rates and authorized costs set forth in the Agreement, including any approved project budgets. Invoices for Contractor's services will be submitted monthly and shall be payable within a reasonable timeframe upon the DES project manager's approval.

**IV. Labor Rate Re-negotiation**

It is understood that the salary rates provided in this contract shall be effective through June 30, 2017. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2017 through the end of the contract, June 30, 2019.

Contractor Initials aw  
Date 7/09/15

**EXHIBIT B-1**  
**EPA FORM 5700-41**

**COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS** Form Approved  
OMB No. 158-R0144

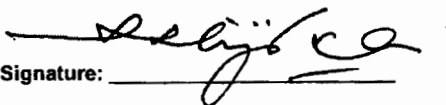
<b>1. GRANTEE</b> NH Department of Environmental Services	<b>2. GRANT NUMBER</b>
<b>3. NAME OF CONTRACTOR OR SUBCONTRACTOR</b> Nobis Engineering, Inc.	<b>4. DATE OF PROPOSAL</b> 6/1/2015
<b>5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR</b> 18 Chenell Drive Concord, NH 03301	<b>6. TYPE OF SERVICE TO BE FURNISHED</b> Site Investigation, Remediation Design and Implementation Oversight, and Brownfields Assessment and Cleanup Planning

**PART II - COST SUMMARY**

	Est Hours	Hourly Rate	Est Cost	TOTALS
<b>7. DIRECT LABOR</b>				
Principal	18	\$ 104.95	\$ 1,889.10	
Sr. Technical Manager/Sr. Project Manager	880	\$ 50.88	\$ 44,774.40	
Project Manager	850	\$ 44.14	\$ 37,519.00	
Engineer I	1,500	\$ 23.89	\$ 35,835.00	
Engineer II	1,300	\$ 26.89	\$ 34,957.00	
Engineer III	1,300	\$ 37.94	\$ 49,322.00	
Geologist I	2,300	\$ 23.72	\$ 54,556.00	
Geologist II	2,500	\$ 30.78	\$ 76,950.00	
Geologist III	2,100	\$ 34.18	\$ 71,736.00	
Technician	1,000	\$ 25.50	\$ 25,500.00	
Drafter (CAD)	1,200	\$ 27.46	\$ 32,952.00	
Admin/Word Processor	1,000	\$ 17.98	\$ 17,980.00	
Safety Officer	200	\$ 50.76	\$ 10,152.00	
Subcontracts Manager	42	\$ 29.78	\$ 1,250.76	
<b>DIRECT LABOR TOTAL:</b>				\$ 495,373.26
<b>8. INDIRECT COSTS</b>	<b>Rate</b>	<b>x Base =</b>	<b>Est. Cost</b>	
Indirect Costs	1.83	\$ 495,373.26	\$ 906,533.07	
<b>INDIRECT COSTS TOTAL:</b>				\$ 906,533.07
<b>9. OTHER DIRECT COSTS:</b>			<b>Est. Cost</b>	
<b>a. TRAVEL</b>				
(1) Transportation			\$ 68,640.00	
(2) Per Diem & Lodging				
<b>TRAVEL SUBTOTAL:</b>			\$ 68,640.00	
<b>b. EQUIPMENT, MATERIALS, SUPPLIES:</b>			\$ 121,500.00	
<b>EQUIPMENT SUBTOTAL:</b>			\$ 121,500.00	
<b>c. SUBCONTRACTS:</b>				
Laboratory Analyses			\$ 275,000.00	
Drilling Services			\$ 225,000.00	
Excavation/Waste Disposal			\$ 20,000.00	
<b>SUBCONTRACTS SUBTOTAL:</b>			\$ 520,000.00	
<b>d. OTHER:</b>			\$ -	
<b>OTHER SUBTOTAL:</b>			\$ -	
<b>e. OTHER DIRECT COSTS TOTAL:</b>				\$ 710,140.00
<b>10. TOTAL ESTIMATED COST</b>				\$ 2,112,046.33
<b>11. PROFIT</b>				\$ 267,953.67
<b>12. TOTAL PRICE</b>				\$ 2,380,000.00

EPA Form 5700-41 (2-76)

Notes: Profit = 11.3%  
 Total labor hours = 16,190

  
 Nobis Signature: \_\_\_\_\_

**PART III - CERTIFICATIONS**

**13. CONTRACTOR OR SUBCONTRACTOR**

This proposal is submitted for use in connection with and in response to (1) NHDES Contract for Site Investigation/Remediation  
\_\_\_\_\_. This is to certify to the best of my knowledge and belief that  
the cost and pricing data summarized herein are complete, current, and accurate as of (2) May 27, 2015  
and that a financial management capability exists to fully and accurately account for the financial transactions under this project.  
I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where  
the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of  
the date above.

(3)

DATE OF EXECUTION  
June 1, 2015

  
\_\_\_\_\_  
SIGNATURE OF COMPOSER

CEO/Principal-in-Charge  
TITLE OF COMPOSER

**14. LOAN RECIPIENT**

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable  
for subagreement award.

\_\_\_\_\_  
DATE OF EXECUTION

\_\_\_\_\_  
SIGNATURE OF REVIEWER

\_\_\_\_\_  
TITLE OF REVIEWER

**EXHIBIT C**

**SPECIAL PROVISIONS**

**22.0 Right of Entry.** “State grants to Contractor the right, exercisable from time to time, of entry to the State’s Site by Contractor, its agents, employees, consultants, contractors, and subcontractors, for the purpose of performing all acts, studies, and research which comprise the Services. Should State not own the Site, State shall provide reasonable assistance to obtain permission of Site owner and/or Site occupant in order to grant Contractor this right of entry. Contractor may be tasked by DES to prepare access documents for site entry during the Contractor’s work assignment.”

Contractor Initials AM  
Date 7/09/15

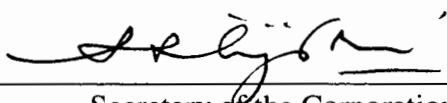
## CERTIFICATE OF AUTHORITY

May 6, 2015

At a meeting of the Directors of Nobis Engineering, Inc. duly called and held at 18 Chenell Drive, Concord, New Hampshire on the 6th day of May 2015, at which a quorum was present and acting, it was VOTED, that Abhijit Nobis, the Chief Executive Officer of this corporation, is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation, a contract for **Site Investigation, Remediation Design, Implementation Oversight at Petroleum and Hazardous Waste Sites, CERCLA and Brownfields Projects with The State of New Hampshire Department of Environmental Services.**

I do hereby certify that the above is true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect on this date, and that Abhijit Nobis is the duly elected Chief Executive Officer of this corporation.

Attest:

  
Secretary of the Corporation

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 3, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of May, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE**

121 South Fruit Street  
Concord, N.H. 03301-2412

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers  
Architects  
Land Surveyors  
Professional Geologists  
Foresters  
Real Estate Appraisers  
Manufactured Housing Installers

Louise Lavertu • Executive Director

Electricians  
Natural Scientists  
Landscape Architects  
Court Reporters  
Home Inspectors  
Accountancy  
Manufactured Housing



May 6, 2015

NOBIS ENGINEERING INC  
18 CHENELL DRIVE  
CONCORD NH 03301

**CERTIFICATE**

This is to certify that the above named **business organization** is authorized to practice Engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2015** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00579





# CERTIFICATE OF LIABILITY INSURANCE

NOBIENG-01 CREINHARDT

DATE (MM/DD/YYYY)  
5/12/2015

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 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).

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (617) 328-6555      FAX (A/C, No.): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Nautilus Insurance Company</b>	<b>NAIC #</b> <b>00199</b>
<b>INSURER B : Sentinel Insurance Company, LTD</b> <span style="float: right;"><b>11000</b></span>	
<b>INSURER C : Twin City Fire Insurance Company</b> <span style="float: right;"><b>29459</b></span>	
<b>INSURER D : Beazley Syndicate 2623/623 at Lloyd's</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLP2006528-12	09/30/2014	09/30/2015	EACH OCCURRENCE      \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>100,000</b> MED EXP (Any one person)      \$ <b>5,000</b> PERSONAL & ADV INJURY      \$ <b>1,000,000</b> GENERAL AGGREGATE      \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG      \$ <b>2,000,000</b> \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	08UEGAU8534	09/30/2014	09/30/2015	COMBINED SINGLE LIMIT (Ea accident)      \$ <b>1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	X	X	FFX2006529-12	09/30/2014	09/30/2015	EACH OCCURRENCE      \$ <b>5,000,000</b> AGGREGATE      \$ <b>5,000,000</b> \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	X	84WEGCQ9058	09/30/2014	09/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE      \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT      \$ <b>1,000,000</b>
D	Prof. Liability	X	X	W10E8A140501	09/30/2014	09/30/2015	<b>Per Claim</b> <b>2,000,000</b>	
D		X	X	W10E8A140501	09/30/2014	09/30/2015	<b>Aggregate</b> <b>2,000,000</b>	

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

Re: New Hampshire Department of Environmental Services shall be listed as Additional Insured with respects to General, Auto and Umbrella Liability where required by written contract. Insurance (excluding Workers Compensation, Umbrella & Professional Liability) is Primary and Non-contributory. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Environmental Services Att: Steven Croce P.O. Box 95, 29 Hazen Drive Concord, NH 03302	<b>CANCELLATION</b>  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 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

# ATTACHMENT A

**List of Eight Highest Ranked Firms Based on RFQ and Interview Scoring**

Firm Name	RFQ Score	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL INTERVIEW SCORE
Weston Solutions, Inc.	241	95	95	94	97	96	97	91	665
Sanborn, Head & Associates	216	90	91	91	93	98	87	89	639
Weston & Sampson, Inc	135	96	89	83	93	94	89	84	628
Nobis Engineering, Inc.	223	93	95	82	89	85	86	83	613
GZA GeoEnvironmental, Inc.	226	87	92	88	85	88	79	85	604
Stone Environmental/Tighe & Bond	148	85	91	88	73	86	80	87	590
GeoInsight, Inc.	232	84	84	72	78	82	84	59	543
Ransom Consulting, Inc.	212	82	85	66	80	79	80	56	528
Cardno ATC Associates	104	Not selected for interview							
Loureiro Engineering Associates, Inc.	59	Not selected for interview							
Geosyntec Consultants	89	Not selected for interview							
Terracon Consultants, Inc.	129	Not selected for interview							
TRC Environmental Corp.	93	Not selected for interview							
CEA, Inc	71	Not selected for interview							
HRP Associates, Inc.	8	Not selected for interview							
Sovereign Consultants, Inc.	122	Not selected for interview							

## DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
Gary Lynn, P.E.	Sanitary Engineer VII	35+
Jennifer Marts, P.G.	Hydrogeologist IV	26
Robin Mongeon, P.E.	Civil Engineer VII	35+
Joshua Whipple, P.G.	Hydrogeologist V	28
Rebecca Williams, P.G.	Hydrogeologist IV	25+
H. Keith DuBois, P.G.	Assistant WMD Director	35+