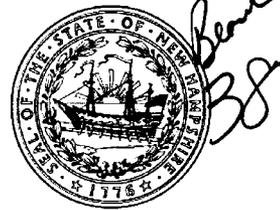




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

December 15, 2016

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (Department) to execute a SOLE SOURCE amendment to contract #1045829 with Weston Solutions, Inc. (Weston) Concord, NH, (VC #175179), for additional cleanup activities at several Superfund sites, by increasing the contract amount by \$1,475,000 from \$5,028,000 to \$6,503,000, effective upon Governor and Council approval through June 30, 2019. The original contract was approved on August 26, 2015, item #60. Funding is 100% Federal.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for FY 2018 is contingent upon continuing appropriation and availability of funds.

|  | <u>FY 2017</u> | <u>FY 2018</u> |
|--|----------------|----------------|
| 03-44-44-444010-2590-0102-500731   | \$475,000      | \$1,000,000    |
| Dept Environmental Services, CERCLA Programs, Contracts for Program Services |                |                |

**EXPLANATION**

The purpose of the requested action is to conduct additional cleanup activities at the OK Tool/Savage Well Superfund Site in Milford, the Keefe Environmental Services Superfund Site in Epping, and the Tinkham Garage Superfund Site in Londonderry. The contract was originally approved by G&C on August 26, 2015, Item#60. This amendment is considered to be **Sole Source** and will utilize Weston's extensive site specific knowledge and familiarity with the complex contaminant distribution and hydrogeologic conditions at each site, and the increase is greater than 10% of the original contract. Weston's services were originally procured in accordance with RSA 21-I:22, Selection of Engineers, Architects, and Surveyors, which is a qualifications-based procurement process. A budget breakdown is contained in Exhibit B of the contract amendment.

The OK Tool/Savage Well Site was added to the National Priorities List in September 1984. Under a consent decree, EPA and the State assumed responsibility for cleaning up the OK Tool portion of the Site and the Potentially Responsible Parties assumed responsibility for the remainder of the Site. EPA issued its Record of Decision (ROD) outlining the cleanup remedy for the site in September 1991. Under a State/EPA cooperative agreement, the Department constructed a slurry wall for containment of highly contaminated overburden groundwater, and a groundwater treatment plant in 1998. In 2014, a bedrock remedial investigation (2014 RI) was completed indicating high levels of contamination in deep bedrock at the site. Following the 2014 RI, an evaluation of the technical practicability of restoring the groundwater to drinking water standards was performed. In 2015, a Feasibility Study (FS) and Technical Impracticability (TI) Evaluation Report were also completed. EPA amended its 1991 ROD in a Proposed Plan in August 2016 to change the remedy specified in the 1991 ROD, and includes in situ chemical oxidation (ISCO) in the source area in both overburden and bedrock, ISCO in bedrock to prevent contamination from migrating beyond the Technical Impracticability zone boundary, and an ISCO permeable reactive barrier. Successful completion of

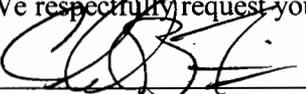
the revised remedy is crucial to ensuring the success of the remediation of the entire contaminated groundwater plume. This contract amendment will allow the Department to have Weston complete Remedial Design and related investigations for the new remedy.

The Keefe Environmental Services Superfund Site was added to the National Priorities List in September 1983. EPA issued RODs in 1983 and 1988, and between June 1992 and February 1993, a \$1.6 million treatment facility was constructed to treat contaminated groundwater containing VOCs. That system has now been off since December 2011. In 2013, concurrent with the fifth Five Year Review, a natural attenuation evaluation and modeling were conducted to determine the potential viability of monitored natural attenuation as a future remedy for the site, in lieu of the current remedy of pump and treat. A Focused Feasibility (FS) study commenced in 2015 to evaluate changing the remedy from pump-and-treat to monitored natural attenuation. This contract amendment will allow the Department to have Weston finalize the FS and complete additional monitoring to support an expected amended ROD changing the remedy from pump-and-treat to monitored natural attenuation.

The Tinkham Garage Superfund Site was added to the National Priorities List in September 1983. EPA signed RODs in September 1986 and in March 1989 calling for treatment of contaminated groundwater and soil. In December 2014, data generated as part of a state-wide residential water supply sampling program identified contaminants in residential drinking water wells located northeast of the Site that are similar to those found within and downgradient of the source area. In February 2016, EPA issued an Explanation of Significant Differences (ESD) that allows for impacted and potentially impacted homes to be connected to a nearby municipal waterline. In June 2016, EPA requested that the Responsible parties conduct a Supplemental Remedial Investigation and Feasibility Study for the site. This contract agreement will allow Weston to perform oversight activities to ensure the Responsible parties perform work in accordance with approved plans.

Weston has been responsive and professional with regard to conducting DES work. The contract rates and costs to be used are fair and reasonable, and were negotiated with Weston under the original contract agreement. Their costs of services continue to reflect fair market value. This contract amendment has been approved by the Office of the Attorney General as to form, content and execution. EPA supports the contract.

We respectfully request your approval.

  
\_\_\_\_\_  
Clark Freise, Assistant Commissioner  
Department of Environmental Services

Attachments: Contract Agreement Amendment

## AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Weston Solutions, Inc.** at 43 N Main Street, Concord, NH 03301 (the "Contractor").

**WHEREAS**, pursuant to an Agreement dated August 3, 2015, approved by the Governor and Executive Council on **August 26, 2015** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

**WHEREAS**, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

**WHEREAS**, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

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

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows:

(A) Exhibit A - Scope of Work is modified, attached hereto.

(B) Increase Item 1.8 Price Limitation of the Agreement by \$1,475,000 from \$5,028,000 to \$6,503,000. Exhibit B to the Agreement is modified to reflect the additional payment of \$1,475,000. The estimated allocation of the amount is set forth in Table B-1 of Exhibit B, attached hereto.

2. Effective Date of Amendment.

This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract.

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

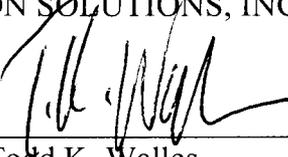
TW  
12/15/16

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

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

By:   
Clark Freise  
Assistant Commissioner

WESTON SOLUTIONS, INC.

By:   
Todd K. Wallis  
Vice President

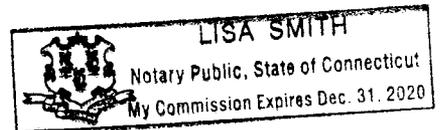
STATE OF CONNECTICUT  
COUNTY OF HARTFORD

On this 15<sup>th</sup> day of December, 2016, before the undersigned officer, personally appeared Todd K. Wallis, who acknowledged himself to be the Principal-in-Charge and Vice President of Weston Solutions, Inc., who executed the foregoing instrument for the purpose therein contained.

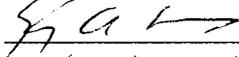
IN WITNESS THEREOF, I hereunto set my hand and official seal.

  
Notary Public

Lisa Smith Administrative Assistant  
Name and Title of Notary Public



Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 12/22/16 By:   
(K. Allen Bink)

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: \_\_\_\_\_ By: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**INTRODUCTION**

Weston Solutions, Inc. (WESTON®), under contract to the New Hampshire Department of Environmental Services (NHDES), approved by Governor and Council on August 26, 2015, took over responsibility for performing operations and maintenance (O&M) of the remediation systems at the Savage Municipal Water Supply Superfund Site and the Keefe Environmental Services Superfund Site. Weston was also tasked with providing technical review and oversight services on behalf of NHDES at the Tinkham's Garage Superfund Site. This Contract Amendment No. 1 increases the contract ceiling by \$1,475,000 from \$5,028,000 to \$6,503,000 with a period of performance ending June 30, 2019. The Scope of Work (SOW) to be added by this Amendment No. 1 and to be completed during the period of performance is described below.

**KEEFE ENVIRONMENTAL SERVICES SUPERFUND SITE**

WESTON will direct and oversee the installation of additional monitoring wells, conduct a source area investigation, and revise the Focused Feasibility Study upon receipt and analysis of investigation data and in accordance with comments provided by NHDES and EPA.

**SAVAGE MUNICIPAL WATER SUPPLY WELL SUPERFUND SITE OU1**

WESTON will continue to provide ongoing O&M activities at the treatment plant and implement initial phases of the Pre-Design Investigation including deep bedrock injection and monitoring well installations and testing, pumping tests, engineering design of the permeable reactive barrier and in situ chemical oxidation (ISCO) system and data evaluations at the direction of NHDES and EPA.

**TINKHAM'S GARAGE SUPERFUND SITE**

WESTON will provide technical review of reports, work plans, and other documents submitted to EPA by the Responsible Parties as well as drafting and reviewing response documents developed by NHDES and EPA. Weston will also provide technical oversight of field work conducted by the Responsible Parties at the direction of NHDES and EPA.

*TJW*  
*12/15/16*

**EXHIBIT B**  
**COMPENSATION**

**A. PAYMENT**

The parties agree that WESTON shall be paid on a time-charge plus expense basis as monthly charges accrue, up to the total contract price. The labor rates and other direct labor costs shall be in accordance with the Agreement dated August 3, 2015, approved by Governor and Executive Council on August 26, 2015.

Amendment No.1 shall increase the total contract ceiling by \$1,475,000 from \$5,028,000 to \$6,503,000. The period of performance will commence with the approval of Amendment No. 1 by Governor and Council of the State of New Hampshire and will end on June 30, 2019.

**B. INVOICING**

Invoices shall be submitted not later than the 15th of each month, based on the previous - month's costs. The invoice shall contain an itemization of labor, expense and subcontractor costs, as well as copies of each subcontractor invoice for which reimbursement is being requested. A table summarizing the amount expended on each task and the projected percent completion shall be included.

**C. VOUCHERS**

Contractor shall submit a voucher each month based on the previous month's costs. The voucher shall contain itemized documentation of subcontractor and other direct costs, in the form of subcontractor invoices, materials purchase receipts, utility bills, and expense reports.

*TGW*  
12/15/16  
NOVEMBER

Table B-1  
BUDGET BREAKDOWN BY SITE

| <b>FISCAL YEAR</b> | <b>SITE</b>                        | <b>AMENDMENT 1 BUDGET</b> |
|--------------------|------------------------------------|---------------------------|
| FY 17              | KEEFE ENVIRONMENTAL SERVICES       | \$275,000                 |
| FY 17              | SAVAGE MUNICIPAL WATER SUPPLY WELL | \$500,000                 |
| FY 17              | TINKHAM'S GARAGE                   | \$100,000                 |
| FY 18              | SAVAGE MUNICIPAL WATER SUPPLY WELL | \$500,000                 |
| FY 18              | TINKHAM'S GARAGE                   | \$100,000                 |
|                    | <b>TOTAL</b>                       | <b>\$1,475,000</b>        |

*TW*  
12/19/16  
NOVEMBER

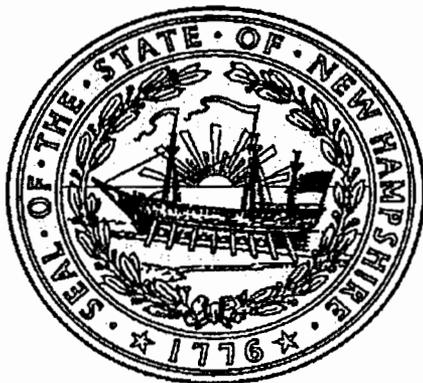
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WESTON SOLUTIONS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on December 15, 1980. 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: 4977



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of December A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE  
DIVISION OF TECHNICAL PROFESSIONS

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

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

DOUGLAS LAVELLE  
Executive Director

LINDA CAPUCHINO  
Division Director

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Tuesday, September 13, 2016

WESTON SOLUTIONS INC  
P O BOX 2653 1400 WESTON WA  
WEST CHESTER PA 19380-

## CERTIFICATE

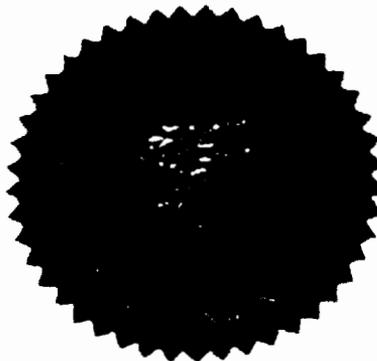
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2017** 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 # 00027



## Signature Authority Delegation

To: **Todd Walles, CNH**

In accordance with Operating Practice 04-03-001, *Signature Authority Operating Practice*, I hereby delegate to you the following signature authority:

1. Authority is granted to execute the **“Contract for Site Investigation, Remediation Design, Implementation Oversight at Petroleum and Hazardous Waste Sites, CERCLA and Brownfield Projects, Period 2015-2019”** on behalf of Weston Solutions, Inc.
2. This delegation is limited as follows:
  - a. Signature authority granted under this delegation is limited to contract documents involving up to \$6,503,000.00.
  - b. This delegation will expire on 2/1/2017.
  - c. Other limitation(s):

  
\_\_\_\_\_  
Signature

Sally A. Jones  
\_\_\_\_\_  
Name (Type/Print)

Vice President  
\_\_\_\_\_  
Title

29 November 2016  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2016

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><br>MARSH USA INC.<br>1717 Arch Street<br>Philadelphia, PA 19103<br>Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360<br><br>J25367--GAWUP-16-17 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C, No):</b> |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                       |
| <b>INSURED</b><br>WESTON SOLUTIONS, INC.<br>1400 WESTON WAY<br>WEST CHESTER, PA 19380  | <b>INSURER A :</b> Greenwich Insurance Company                                 | 22322                 |
|  | <b>INSURER B :</b> Liberty Insurance Corporation                               | 42404                 |
|  | <b>INSURER C :</b> XL Specialty Insurance Company                              | 37885                 |
|  | <b>INSURER D :</b> Liberty Mutual Fire Ins Co                                  | 23035                 |
|  | <b>INSURER E :</b> N/A   | N/A                   |
|  | <b>INSURER F :</b>   |                       |

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-004532113-46                      **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 SUBR INSD WVD  | POLICY NUMBER                                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR: \$75,000<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |   | GEC300071701  | 01/15/2016              | 01/15/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   |   | A12-631-477160-046                                  | 01/15/2016              | 01/15/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |   | UEC004535201  | 01/15/2016              | 01/15/2017              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | WA7-63D-477160-016 (AOS)<br>WC7-631-477160-056 (WI) | 01/15/2016              | 01/15/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ 1,000,000<br>E L DISEASE - EA EMPLOYEE \$ 1,000,000<br>E L DISEASE - POLICY LIMIT \$ 1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: WESTON CONTRACT NAME: SITE INVESTIGATIONS, REMEDIATION DESIGN, IMPLEMENTATION OVERSIGHT AT PETROLEUM AND HAZARDOUS WASTE SITES, CERCLA, AND BROWNFIELDS PROJECTS; WESTON WO# 20133

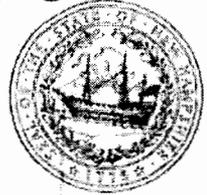
|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES<br>ATTN: STEVE CROCE<br>29 HAZEN DRIVE<br>P O BOX 95<br>CONCORD, NH 03302-1964 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|---|



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

**Thomas S. Burack, Commissioner**

*Steve Cross*



SEP 01 2015  
Oil Remediation & Compliance Bureau

July 22, 2015

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

APPROVED G & C

DATE 8/26/15  
ITEM # 60

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE** contract with Weston Solutions, Inc. (Weston Solutions), Concord, NH, (VC #175179), in the amount of \$5,028,000.00, to perform site investigations, Brownfields assessments, cleanup planning, design and remediation services at contaminated sites and CERCLA sites maintenance effective as of July 1, 2015 through June 30, 2019 upon Governor and Council approval. 48.5% Federal Funds, 12% Other Funds (Hazardous Waste Cleanup Fund, Oil Pollution Control Fund, and Gasoline Remediation & Elimination Ethers Fund), 38% General Funds, and 1.5% Capital 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<br>03-44-44-                                  | FY 2016             | FY 2017             | FY 2018               | FY 2019               | Totals                |
|--|---------------------|---------------------|-----------------------|-----------------------|-----------------------|
| Oil Pollution Control Fund<br>444010-1400-102-500731                     | \$30,000.00         | \$30,000.00         | \$30,000.00           | \$30,000.00           | \$120,000.00          |
| Gasoline Remediation & Elimination Ethers Fund<br>444010-1419-102-500731 | \$50,000.00         | \$50,000.00         | \$50,000.00           | \$50,000.00           | \$200,000.00          |
| Brownfields State Response<br>444010-2514-102-500731                     | \$50,000.00         | \$50,000.00         | \$50,000.00           | \$50,000.00           | \$200,000.00          |
| CERCLA Programs<br>444010-2590-102-500731                                | \$200,000.00        | \$200,000.00        | \$1,325,000.00        | \$510,000.00          | \$2,235,000.00        |
| Hazardous Waste Cleanup Fund<br>444010-5392-102-500731                   | \$70,000.00         | \$70,000.00         | \$70,000.00           | \$70,000.00           | \$280,000.00          |
| Superfund Match<br>444030-4997-034-500731                                | \$73,000.00         | -                   | -                     | -                     | \$73,000.00           |
| CERCLA Maintenance<br>444010-2589-102-500731                             | \$420,000.00        | \$500,000.00        | \$500,000.00          | \$500,000.00          | \$1,920,000.00        |
| <b>TOTALS:</b>   | <b>\$893,000.00</b> | <b>\$900,000.00</b> | <b>\$2,025,000.00</b> | <b>\$1,210,000.00</b> | <b>\$5,028,000.00</b> |

DES Web Site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095  
Telephone: (603) 271-2905 Fax: (603) 271-2456 TDD Access: Relay NH 1-800-735-2964

### EXPLANATION

A **retroactive** contract is necessary because the funding for the Superfund Match was provided via the capital budget and an account number could not be established until after the capital budget was approved by the House and Senate and signed by the Governor. Further, Weston Solutions maintains the groundwater extraction and treatment system at the Savage Well Superfund Site. This system provides critical hydraulic containment for the groundwater contamination plume and continued operation and maintenance of the system is a necessity. The purpose of the contract 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. Over the past 20 years the Governor and Executive Council have approved similar contracts to provide professional environmental services. The current five contracts expired on June 30, 2015. DES has completed a new qualifications-based selection process and Weston Solutions 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 Weston Solutions will be available to assist DES in the investigation, monitoring and remediation of contaminated sites such as Superfund, ETHER, and Brownfields 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 interviewed the eight 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 Weston Solutions 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 Weston Solutions 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 Weston Solutions proposal dated March 6, 2015 and April 23, 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

Attachments

Subject:  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<br><div style="border: 1px solid black; padding: 2px;">NH Department of Environmental Services</div>  |  | 1.2 State Agency Address<br><div style="border: 1px solid black; padding: 2px;">P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095</div> |  |
| 1.3 Contractor Name<br><div style="border: 1px solid black; padding: 2px;">Weston Solutions, Inc</div>  |  | 1.4 Contractor Address<br><div style="border: 1px solid black; padding: 2px;">45 Constitution Avenue, Suite 100, Concord, NH 03301</div>  |  |
| 1.5 Contractor Phone Number<br><div style="border: 1px solid black; padding: 2px;">603-656-5400</div>   | 1.6 Account Number<br><i>See Exhibit B.1 for detailed list of acct. numbers used for funding</i> | 1.7 Completion Date<br><div style="border: 1px solid black; padding: 2px;">June 30, 2019</div>  | 1.8 Price Limitation<br><div style="border: 1px solid black; padding: 2px;">\$5,028,000.00</div> |
| 1.9 Contracting Officer for State Agency<br><div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>   |  | 1.10 State Agency Telephone Number<br><div style="border: 1px solid black; padding: 2px;">603-271-2229</div>                              |  |
| 1.11 Contractor Signature<br><div style="border: 1px solid black; padding: 2px;"></div>   |  | 1.12 Name and Title of Contractor Signatory<br><div style="border: 1px solid black; padding: 2px;">Todd Walles, Principal-in-Charge</div> |  |
| 1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">Merrimack</span><br>On <span style="border: 1px solid black; padding: 2px;">5/21/15</span> , 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<br><div style="border: 1px solid black; padding: 2px;">[Seal] </div>  |  |   |  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><div style="border: 1px solid black; padding: 2px;"></div>   |  |   |  |
| 1.14 State Agency Signature<br><div style="border: 1px solid black; padding: 2px;"></div>   |  | 1.15 Name and Title of State Agency Signatory<br><div style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</div> |  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |  |   |  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <span style="border: 1px solid black; padding: 2px;">8-3-2015</span>  |  |   |  |
| 1.18 Approval by the Governor and Executive Council<br>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.

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**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 TJW  
Date 5/24/15

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.

Contractor Initials TW  
Date 5/21/15

**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 assessments; hazard rankings for USEPA; 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 Weston Solutions, Inc. (Weston) 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 Weston 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.

Weston 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 \_\_\_\_\_

*TW*  
*7/9/15*

**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<br>03-44-44-444010-1400                     | \$120,000.00          |
| Gasoline Remediation & Elimination Ethers Fund<br>03-44-44-444010-1419 | \$200,000.00          |
| Brownfields State Response<br>03-44-44-444010-2514                     | \$200,000.00          |
| CERCLA Programs<br>03-44-44-444010-2590                                | \$2,235,000.00        |
| Hazardous Waste Cleanup Fund<br>03-44-44-444010-5392                   | \$280,000.00          |
| Superfund Match<br>03-44-44-444030- <del>4997</del>                    | \$73,000.00           |
| CERCLA Maintenance<br>03-44-44-444010-2589                             | \$1,920,000.00        |
|  | <b>\$5,028,000.00</b> |

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

**II. Submission of Invoices by Weston**

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

1. Weston 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. Weston 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

Contractor Initials

Date

*TLW*  
7/9/15

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.

### **III. Payments to Weston**

A. Invoices will be reviewed for completeness and compliance with the contract and the WSA by the DES project manager and returned to Weston 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. DES will pay Weston 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 DES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.

C. DES 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

Date

*NEW*  
7/9/15

**EXHIBIT B-1**

**EPA FORM 5700-41**

| COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER<br>U.S. EPA GRANTS                             |              |   | Form Approved<br>OMB No. 158-R0144 |                        |
|---|--------------|---|------------------------------------|------------------------|
| 1. GRANTEE<br>NH Department of Environmental Services   |              | 2. GRANT NUMBER   |                                    |                        |
| 3. NAME OF CONTRACTOR OR SUBCONTRACTOR<br>Weston Solutions, Inc.                                    |              | 4. DATE OF PROPOSAL<br>May 20, 2015   |                                    |                        |
| 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR<br>45 Constitution Avenue, Suite 100<br>Concord, NH 03301 |              | 6. TYPE OF SERVICE TO BE FURNISHED<br>Site Investigations, Remediation Design, Implementation<br>Oversight at Petroleum and Hazardous Waste Sites,<br>CERCLA, and Brownfields Projects Contract |                                    |                        |
| PART II - COST SUMMARY  |              |   |                                    |                        |
| 7. DIRECT LABOR   | Est<br>Hours | Hourly<br>Rate  | Est<br>Cost                        | TOTALS                 |
| Principal   | 40           | \$ 79.39  | \$ 3,175.60                        |                        |
| Project Manager   | 2,700        | \$ 44.87  | \$ 121,149.00                      |                        |
| Engineer I  | 1,700        | \$ 26.63  | \$ 45,271.00                       |                        |
| Engineer II   | 2,200        | \$ 35.10  | \$ 77,220.00                       |                        |
| Engineer III  | 1,500        | \$ 46.66  | \$ 69,990.00                       |                        |
| Geologist I   | 3,000        | \$ 23.90  | \$ 71,700.00                       |                        |
| Geologist II  | 5,500        | \$ 30.23  | \$ 166,265.00                      |                        |
| Geologist III   | 4,000        | \$ 42.92  | \$ 171,680.00                      |                        |
| Scientist I   | 800          | \$ 22.31  | \$ 17,848.00                       |                        |
| Scientist II  | 1,050        | \$ 30.53  | \$ 32,056.50                       |                        |
| Scientist III   | 500          | \$ 38.98  | \$ 19,490.00                       |                        |
| Technician  | 1,800        | \$ 28.59  | \$ 51,462.00                       |                        |
| Drafter (CAD)   | 2,800        | \$ 30.65  | \$ 85,820.00                       |                        |
| Admin/Word Processor  | 2,300        | \$ 24.90  | \$ 57,270.00                       |                        |
| CIH/Safety Professional   | 400          | \$ 50.07  | \$ 20,028.00                       |                        |
| IT Specialist   | 200          | \$ 33.39  | \$ 6,678.00                        |                        |
| Subcontracts Manager  | 500          | \$ 55.36  | \$ 27,680.00                       |                        |
| Sr. Technical Manager   | 1,200        | \$ 59.89  | \$ 71,868.00                       |                        |
| Treatment System Operator   | 1,200        | \$ 34.17  | \$ 41,004.00                       |                        |
| <b>DIRECT LABOR TOTAL:</b>  |              |   |                                    |                        |
| 8. INDIRECT COSTS   | Rate         | x Base =  | Est. Cost                          |                        |
| Indirect Costs  | 1.56         | \$ 1,157,655.10   | \$ 1,805,941.96                    |                        |
| <b>INDIRECT COSTS TOTAL:</b>  |              |   |                                    | <b>\$ 1,805,941.96</b> |
| 9. OTHER DIRECT COSTS:  |              |   | Est. Cost                          |                        |
| a. TRAVEL   |              |   |                                    |                        |
| (1) Transportation - External expenses  |              |   | \$ 33,000.00                       |                        |
| (2) Transportation - Mileage  |              |   | \$ 5,000.00                        |                        |
| (3) Per Diem & Lodging  |              |   | \$ 2,303.00                        |                        |
| <b>TRAVEL SUBTOTAL:</b>   |              |   | <b>\$ 40,303.00</b>                |                        |
| b. EQUIPMENT, MATERIALS, SUPPLIES:  |              |   |                                    |                        |
| (1) Externals   |              |   | \$ 200,000.00                      |                        |
| (2) Internals   |              |   | \$ 12,113.00                       |                        |
| <b>EQUIPMENT SUBTOTAL:</b>  |              |   | <b>\$ 212,113.00</b>               |                        |
| c. SUBCONTRACTS:  |              |   |                                    |                        |
| Laboratory Analyses   |              |   | \$ 475,000.00                      |                        |
| Drilling Services   |              |   | \$ 560,000.00                      |                        |
| Excavation/Waste Disposal - Two contracts @ 40K each  |              |   | \$ 80,000.00                       |                        |
| Excavation/Waste Disposal - One contract @ 75K  |              |   | \$ 75,000.00                       |                        |
| Excavation/Waste Disposal - One contract @ 100K   |              |   | \$ 100,000.00                      |                        |
| <b>SUBCONTRACTS SUBTOTAL:</b>   |              |   | <b>\$ 1,290,000.00</b>             |                        |
| d. OTHER:   |              |   |                                    |                        |
| <b>OTHER SUBTOTAL:</b>  |              |   | <b>\$ -</b>                        |                        |
| <b>e. OTHER DIRECT COSTS TOTAL:</b>   |              |   | <b>\$ 1,542,416.00</b>             |                        |
| <b>10. TOTAL ESTIMATED COST</b>   |              |   |                                    | <b>\$ 4,506,013.06</b> |
| <b>11. PROFIT</b>   |              |   |                                    | <b>\$ 521,986.95</b>   |
| <b>12. TOTAL PRICE</b>  |              |   |                                    | <b>\$ 5,028,000.00</b> |

EPA Form 5700-41 (2-76)



**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

Date

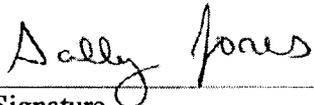
*DW*  
*7/9/15*

**Signature Authority Delegation**

To: Todd Walles, CNH

In accordance with Operating Practice 04-03-001, *Signature Authority Operating Practice*, I hereby delegate to you the following signature authority:

1. Authority is granted to execute the **“Contract for Site Investigation, Remediation Design, Implementation Oversight at Petroleum and Hazardous Waste Sites, CERCLA and Brownfield Projects, Period 2015-2019”** on behalf of Weston Solutions, Inc.
2. This delegation is limited as follows:
  - a. Signature authority granted under this delegation is limited to contract documents involving up to \$5,028,000.
  - b. This delegation will expire on 12/31/2015.
  - c. Other limitation(s):

  
\_\_\_\_\_  
Signature

Sally Jones  
East RCO Director

May 20, 2015  
\_\_\_\_\_  
Date

# 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 WESTON SOLUTIONS, INC. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on December 15, 1980. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of May, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

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

57 Regional Drive  
Concord, N.H. 03301-8518

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



Monday, September 15, 2014

WESTON SOLUTIONS INC  
1400 WESTON WAY PO BOX 2653  
WEST CHESTER PA 19380-

**CERTIFICATE**

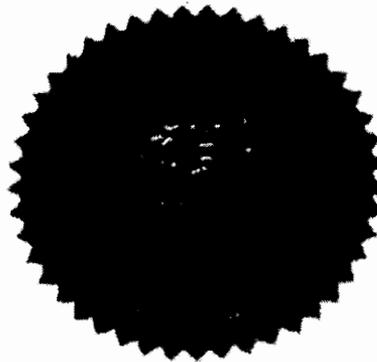
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

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 # 00027





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2015

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><br>MARSH USA INC.<br>1717 Arch Street<br>Philadelphia, PA 19103<br>Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No., Ext):<br>E-MAIL ADDRESS:<br>FAX (A/C, No.): |                 |
| J25367--GAWUP-15-16   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                 |
| <b>INSURED</b><br>WESTON SOLUTIONS, INC.<br>1400 WESTON WAY<br>WEST CHESTER, PA 19380   |  | INSURER A : Greenwich Insurance Company  | NAIC #<br>22322 |
|   |  | INSURER B : Liberty Insurance Corporation  | 42404           |
|   |  | INSURER C : N/A  | N/A             |
|   |  | INSURER D : Liberty Mutual Fire Ins Co   | 23035           |
|   |  | INSURER E : N/A  | N/A             |
|   |  | INSURER F :  |                 |

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-003270368-43                      **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 SUBR INSR | WVD | POLICY NUMBER               | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |              |
|----------|--|----------------|-----|-----------------------------|-------------------------|-------------------------|--|--------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR: \$75,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |     | GEC3000717                  | 03/01/2015              | 03/01/2016              | EACH OCCURRENCE  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | MED EXP (Any one person)   | \$ 10,000    |
|          |  |                |     |                             |                         |                         | PERSONAL & ADV INJURY  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | GENERAL AGGREGATE  | \$ 2,000,000 |
|          |  |                |     |                             |                         |                         | PRODUCTS - COMP/OP AGG   | \$ 2,000,000 |
|          |  |                |     |                             |                         |                         |  | \$           |
| D        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                |     | A12-631-477160-045          | 01/15/2015              | 01/15/2016              | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | BODILY INJURY (Per person)   | \$           |
|          |  |                |     |                             |                         |                         | BODILY INJURY (Per accident)   | \$           |
|          |  |                |     |                             |                         |                         | PROPERTY DAMAGE (Per accident)   | \$           |
|          |  |                |     |                             |                         |                         |  | \$           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |                |     |                             |                         |                         | EACH OCCURRENCE  | \$           |
|          |  |                |     |                             |                         |                         | AGGREGATE  | \$           |
|          |  |                |     |                             |                         |                         |  | \$           |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N            |     | WA7-63D-477160-015 (AOS)    | 01/15/2015              | 01/15/2016              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |              |
| D        |  | N              | N/A | WC7-631-477160-055 (OR, WI) | 01/15/2015              | 01/15/2016              | E L EACH ACCIDENT  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | E L DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|          |  |                |     |                             |                         |                         | E L DISEASE - POLICY LIMIT   | \$ 1,000,000 |

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

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES<br>ATN: <del>THOMAS HUBBARD</del> S. CRACK<br>29 HAZEN DRIVE<br>P O BOX 95<br>CONCORD, NH 03302-1964 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2015

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.

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| <b>PRODUCER</b><br>MARSH USA INC.<br>1717 Arch Street<br>Philadelphia, PA 19103<br>Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360<br><br>J25367-GAWUP-15-16 | <b>CONTACT NAME:</b> _____<br><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____  |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
|---|---|--|-------------------------------|--------|-----------------|-----|-----------------|-----|--|-------|-----------------|-----|-----------------|-----|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : N/A | N/A | INSURER B : N/A | N/A | INSURER C : XL Specialty Insurance Company | 37885 | INSURER D : N/A | N/A | INSURER E : N/A | N/A | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER A : N/A   | N/A   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER B : N/A   | N/A   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER C : XL Specialty Insurance Company  | 37885   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER D : N/A   | N/A   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER E : N/A   | N/A   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| INSURER F :   |   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |
| <b>INSURED</b><br>WESTON SOLUTIONS, INC.<br>1400 WESTON WAY<br>WEST CHESTER, PA 19380   |   |  |                               |        |                 |     |                 |     |  |       |                 |     |                 |     |             |

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-003269459-51                      **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
| C X      | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | UEC0046352    | 03/01/2015              | 03/01/2016              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$                     |

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

RE: SITE INVESTIGATION AND REMEDIATION

### CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ATN: ~~THEODORE~~ *S. Cross*  
 29 HAZEN DRIVE  
 P O BOX 95  
 CONCORD, NH 03302-1964

### CANCELLATION

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 of Marsh USA Inc.  
 Manashi Mukherjee *Manashi Mukherjee*

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# 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+              |