



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

September 19, 2018

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

OCT 02 '18 12.31 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to execute a **SOLE SOURCE** amendment to contract #1046240 with GZA GeoEnvironmental, Inc. (GZA) Bedford, NH, (VC #174515), for additional cleanup activities at two Superfund sites, by increasing the contract amount by \$249,500 from \$3,330,000 to \$3,579,500, effective through June 30, 2019 upon Governor and Council approval. The original contract was approved on August 26, 2015 item #61. Funding is 100% General Funds.

Funding is available in the following account.

03-44-44-444010-2589-0102-500731	<u>FY 2019</u>
Dept Environmental Services, CERCLA Maintenance, Contracts for Program Services	\$249,500

EXPLANATION

The purpose of the requested action is to conduct additional cleanup activities at the Troy Mills Landfill Superfund Site in Troy, and the New Hampshire Plating Company Superfund Site in Merrimack. The contract was originally approved by G&C on August 26, 2015 Item#61, and amended February 2, 2017, Item#51. This amendment is considered to be **SOLE SOURCE** and will utilize GZA's extensive site specific knowledge and familiarity with the complex contaminant distribution, and hydrogeologic conditions at each site. GZA'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 Troy Mills Landfill Site was added to the National Priorities List in September 2003. During 2004 and 2005, EPA removed 7,687 buried drums containing approximately 30,000 gallons of flammable liquid waste and more than 3,000 cubic yards of other wastes. Approximately 26,000 tons of contaminated soils were also removed, and all materials were safely disposed off-site. A record of decision (ROD), signed in September 2005, requires long-term environmental monitoring, maintenance of free product recovery interceptor trenches and landfill cap, and establishment of property use restrictions. In September 2017, DES took over all operation and maintenance (O&M) responsibilities at the site including funding. This contract amendment will allow GZA to perform all necessary O&M activities in order to achieve long term protectiveness of the remedy.

The New Hampshire Plating Company Superfund Site was added to the National Priorities List in October 1992. EPA issued a ROD in October 1998 that called for in-situ chemical fixation of contaminated soil and establishment of a Groundwater Management Zone to allow for monitored natural attenuation of contaminants in groundwater. In September 2017, DES took over all operation and

maintenance (O&M) responsibilities at the site including funding. This contract amendment will allow GZA to perform all necessary O&M activities in order to achieve long term protectiveness of the remedy.

GZA 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 GZA 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.



Robert R. Scott
Commissioner

Attachments: Contract Agreement Amendment

GZA GeoEnvironmental, Inc.
AGREEMENT FOR ENGINEERING SERVICES

Amendment No. 2

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

WHEREAS, pursuant to paragraph 18 of the Agreement, 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 Agreement in certain respects; and

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (a) Exhibit A Scope of Work is modified by the addition of the attached Exhibit A – Scope of Work dated September 7, 2018.
 - (b) The price limitation set forth in Item 1.8 of the Agreement shall be increased by \$249,500 from \$3,330,000 to \$3,579,500. Exhibit B Estimated Budget and Payment Method to the Agreement is modified to reflect the additional payment of \$249,500 to CERCLA Maintenance - 03-44-44-444010-2589.
2. Effective Date of Amendment: This Amendment No. 2 shall take effect as of the date of its approval by the Governor and Council of the State of New Hampshire.
3. Continuance of Contract: Except as specifically amended and modified by the terms and conditions of this Amendment No. 2, the Contract and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials/Date: sm _____


9-7-18

IN WITNESS WHEREOF,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 
Robert R. Scott, Commissioner

GZA GEOENVIRONMENTAL, INC.

By: 
Steven R. Lamb, Principal/Sr. Vice President

9/7/18

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 7 day of September, 2018, before the undersigned officer, personally appeared Steven R. Lamb, who acknowledged himself to be a Principal/Sr. Vice President of GZA GeoEnvironmental, Inc., who executed the foregoing instrument for the purposes therein contained.


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


Notary Public

Megan E. Murphy
Justice of the Peace, May 18, 2021
Name and Title of Notary Public

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 9/24/18

By: 

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____

By: _____

EXHIBIT A – SCOPE OF WORK

GZA GeoEnvironmental, Inc. (GZA), under contract to the New Hampshire Department of Environmental Services (NHDES), approved by Governor and Council on August 26, 2015, has been performing long-term performance monitoring and operations and maintenance at the Troy Mills Landfill and New Hampshire Plating, Superfund Sites. This Contract Amendment No. 2 increases the contract ceiling by \$249,500 from \$3,330,000 to \$3,579,500 with a period of performance ending June 30, 2019. The Scope of Work (SOW) to be added by this Amendment No. 2 and to be completed during the period of performance is described below.

Troy Mills Landfill Superfund (Troy) Site

GZA will perform a sampling round and any necessary maintenance activities at the Troy site. The sampling round will be performed in the fall of 2018 and will include collection of environmental samples at existing sampling locations.

New Hampshire Plating Superfund (NHPC) Site

Under this new task, GZA will conduct supplemental investigations including the installation of additional monitoring wells and groundwater sampling to further evaluate the overburden dissolved-phase TCE contaminant plume and evaluate TCE fate and transport.

Initials/Date: SK /

9/7/18

EXHIBIT B - ESTIMATED BUDGET AND PAYMENT METHOD

I. Funding Account Number

Fund Name and Account Number	Original Totals	Totals of Amendment No. 1	Totals of Amendment No. 2	Revised Totals
Brownfields Cost Recovery 03-44-44-444010-5392	\$480,000.00	\$0.00	\$0.00	\$480,000.00
CERCLA Programs 03-44-44-444010-2590	\$775,000.00	\$775,000.00	\$0.00	\$1,550,000.00
Superfund Match 03-44-44-444030-4997	\$100,000.00	\$0.00	\$0.00	\$100,000.00
Pease Hazardous Waste Sites 03-44-44-444010-2592	\$760,000.00	\$0.00	\$0.00	\$760,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$240,000.00	\$0.00	\$249,500.00	\$489,500.00
Brownfields State Response 03-44-44-444010-2514	\$200,000.00	\$0.00	\$0.00	\$200,000.00
TOTAL:	\$2,555,000.00	\$775,000.00	\$249,500.00	\$3,579,500.00

II. Submission of Invoices by GZA

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

1. GZA 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. GZA 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.

Initials/Date: SM / 9/7/18

III. Payments to GZA

A. Invoices will be reviewed for completeness and compliance with the contract and the WSA by the DES project manager and returned to GZA 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 GZA 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.

IV. Labor Rate Re-negotiation

It is understood that the salary rates provided in this contract shall be effective through June 30, 2019.

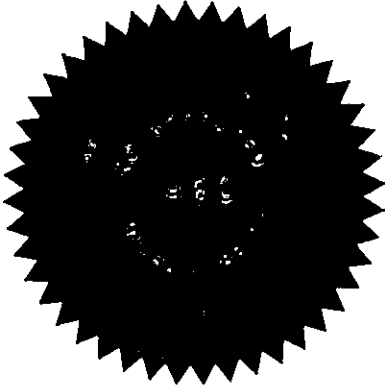
Initials/Date: HN
9/7/18

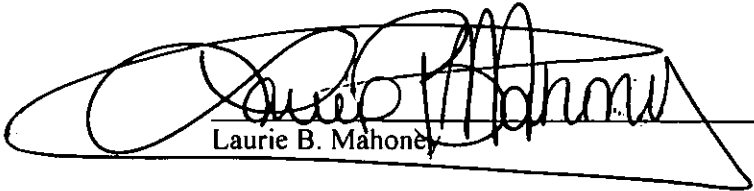
GZA GeoEnvironmental, Inc.
Secretary Certificate

I, Laurie B. Mahoney, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), hereby certify that Steven R. Lamb is a Principal and Senior Vice President of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company in August 2018, Steven R. Lamb is authorized to execute and deliver contracts, bonds and other documents related to the performance of professional services for the State of New Hampshire, Department of Environmental Services in the name and on behalf of the Company.

I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 4th day of September, 2018.




Laurie B. Mahoney

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

PETER DANLES
Executive Director

LINDA CAPUCHINO
Division Director



November 13, 2017

**GZA GEOENVIRONMENTAL INC
5 COMMERCE PARK NORTH
BEDFORD NH 03110**

CERTIFICATE

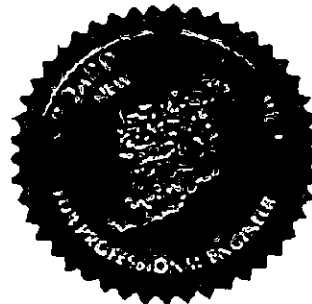
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2018** unless renewed by the 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 #00348



State of New Hampshire

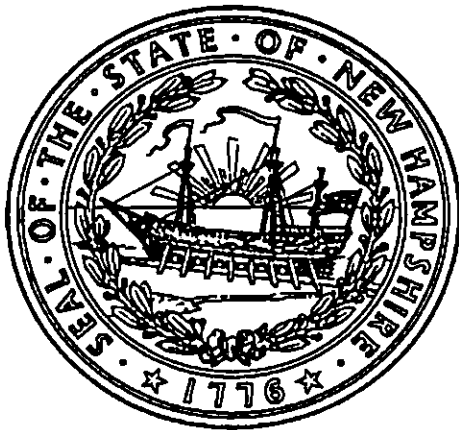
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. 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: 9876

Certificate Number: 0004103535



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 160 Federal St. 2nd Floor Boston, MA 02110	CONTACT NAME: PHONE (A/C, No., Ext): 617-330-5700		FAX (A/C, No): 617-439-3752	
	E-MAIL ADDRESS:			
INSURED GZA GeoEnvironmental, Inc. 5 Commerce Park North Suite 201 Bedford NH 03110	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Great Divide Insurance Company/ Nautilus Ins Group			25224
	INSURER B : The First Liberty Insurance Corp			33588
	INSURER C :			
	INSURER D : Hartford Casualty Insurance			29424
	INSURER E : Commerce & Industry Insurance Company			19410
INSURER F : Lexington Insurance Company			19437	

COVERAGES **CERTIFICATE NUMBER: 40720002** **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	ADOL INSD	SUBR WYD	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 <input checked="" type="checkbox"/> Deductible - \$25,000 per occurrence BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLP2007957-15	2/28/2018	2/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS6-Z11-261208-018	2/28/2018	2/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			08WBRI5941	2/28/2018	2/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Contractors Pollution Liability			11710520	2/28/2018	2/28/2019	Each Claim/ \$1,000,000 Aggregate \$1,000,000
F	Professional Liability			031711017	2/28/2018	2/28/2019	Each Claim/ \$1,000,000 Aggregate \$1,000,000

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

Re: Job #04.0190325.00, NHDES Contract for Site Investigations, Remediation Design and Implementation Oversight at Petroleum & Hazardous Waste Sites, and CERCLA and Brownfields Projects Various Sites in NH.
 Issued as Evidence of Insurance.

CERTIFICATE HOLDER

04.0190325.00

NH Department of Environmental Services
 29 Hazen Drive
 Concord NH 03302

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.

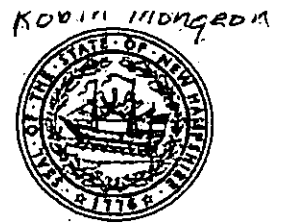
AUTHORIZED REPRESENTATIVE

Michael Christian

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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Clark B. Freise, Assistant Commissioner

January 3, 2017

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

APPROVED G & C

DATE 2/1/17
ITEM # 51

REQUESTED ACTION

Authorize the Department of Environmental Services (Department) to execute a **SOLE SOURCE** amendment to contract #1046240 with GZA GeoEnvironmental, Inc. (GZA) Bedford, NH, (VC #174515), for additional cleanup activities at two Superfund sites, by increasing the contract amount by \$775,000 from \$2,555,000 to \$3,330,000, effective upon Governor and Council approval through June 30, 2019. The original contract was approved on August 26, 2015 item #61. Funding is 100% Federal.

Funding is available in the accounts 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	\$300,000
Dept Environmental Services, CERCLA Programs, Contracts for Program Services		

EXPLANATION

The purpose of the requested action is to conduct additional cleanup activities at the Troy Mills Landfill Superfund Site in Troy, and the New Hampshire Plating Company Superfund Site in Merrimack. The contract was originally approved by G&C on August 26, 2015 Item#61. This amendment is considered to be Sole Source and will utilize GZA'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. GZA'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 Troy Mills Landfill Site was added to the National Priorities List in September 2003. During 2004 and 2005, EPA removed 7,687 buried drums containing approximately 30,000 gallons of flammable liquid waste and more than 3,000 cubic yards of other wastes. Approximately 26,000 tons of contaminated soils were also removed, and all materials were safely disposed off-site. A record of decision (ROD), signed in September 2005, requires long-term environmental monitoring, maintenance of free product recovery interceptor trenches and landfill cap, and establishment of property use restrictions. Since October 2006, the Department has been implementing the ROD under a Cooperative Agreement with EPA. EPA has determined that additional source-zone investigations and limiting access to contaminated sediment are necessary in order to achieve long term protectiveness of the remedy. This contract amendment will allow GZA to perform the EPA required work.

The New Hampshire Plating Company Superfund Site was added to the National Priorities List in October 1992. EPA issued a ROD in October 1998 that called for in-situ chemical fixation of contaminated soil and

DES Web Site: www.des.nh.gov

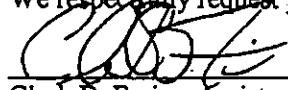
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

establishment of a Groundwater Management Zone to allow for monitored natural attenuation of contaminants in groundwater. Recent investigations have indicated that elevated levels of contaminants in groundwater may not be amendable to natural attenuation in the time frame presented in the ROD. Therefore EPA has determined that additional investigations and a focused feasibility study are needed to evaluate source zone remedial options that might be necessary to supplement natural attenuation. This contract amendment will allow GZA to perform the EPA required work.

GZA has been responsive and professional with regard to conducting Department work. The contract rates and costs to be used are fair and reasonable, and were negotiated with GZA 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 B. Freise, Assistant Commissioner
Department of Environmental Services

Attachments: Contract Agreement Amendment

GZA GeoEnvironmental, Inc.
AGREEMENT FOR ENGINEERING SERVICES

Amendment No. 1

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

WHEREAS, pursuant to paragraph 18 of the Agreement, 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 Agreement in certain respects; and

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (a) Exhibit A Scope of Work is modified by the addition of the attached Exhibit A – Scope of Work dated December 1, 2016.
 - (b) The price limitation set forth in Item 1.8 of the Agreement shall be increased by \$775,000 from \$2,555,000 to \$3,330,000. Exhibit B Estimated Budget and Payment Method to the Agreement is modified to reflect the additional payment of \$775,000 to CERCLA Programs - 03-44-44-444010-2590.
2. Effective Date of Amendment: This Amendment No. 1 shall take effect as of the date of its approval by the Governor and Council of the State of New Hampshire.
3. Continuance of Contract: Except as specifically amended and modified by the terms and conditions of this Amendment No. 1, the Contract and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials/Date: RAS / 12/21/16

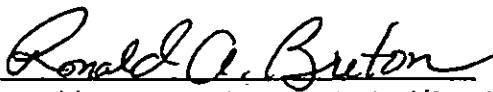
IN WITNESS WHEREOF,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 

Clark B. Freise, Acting Commissioner

GZA GEOENVIRONMENTAL, INC.

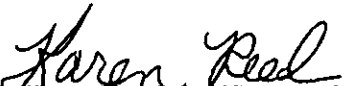
By: 

Ronald A. Breton, Senior Principal/Sr. Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 1st day of December, 2016, before the undersigned officer, personally appeared Ronald A. Breton, who acknowledged himself to be a Senior Principal/Sr. Vice President of GZA GeoEnvironmental, Inc., who executed the foregoing instrument for the purposes therein contained.

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



Notary Public

Karen Reed, Admin. Ass't,
Name and Title of Notary Public

KAREN REED, Notary Public
My Commission Expires March 20, 2018

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 11/7/17

By: 
K. Allen Brooks

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____

By: _____

EXHIBIT A – SCOPE OF WORK

GZA GeoEnvironmental, Inc. (GZA), 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 long-term performance monitoring and operations and maintenance at the New Hampshire Plating and Troy Mills Landfill Superfund Sites. This Contract Amendment No. 1 increases the contract ceiling by \$775,000 from \$2,555,000 to \$3,330,000 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.

Troy Mills Landfill Superfund (Troy) Site

Based on review of data collected to-date at the Troy Site, bis(2 ethylhexyl)phthalate (DEHP) conditions, particularly in Site groundwater, are not likely to be improving as anticipated under the originally selected remedy for groundwater (i.e., monitored natural attenuation [MNA]). This observation is a function of site conditions, and DEHP-specific characteristics.

Under this new Task, GZA will conduct a source-zone specific investigation within shallow landfill material proximate to and upgradient of an area with historical elevated and sustained DEHP in groundwater. In addition, GZA will implement enhancements to on-site engineering controls intended to further limit general access to the Site as well as limit access to areas where a potential exposure risk to contaminated wetland soil is present.

New Hampshire Plating Superfund (NHPC) Site

Recent supplemental remedial investigation work conducted by GZA during 2015 indicated an expanded chlorinated volatile organic compound (cVOC) contaminant plume with higher trichloroethylene (TCE) concentrations in groundwater relative to those presented in the Record of Decision (ROD). Data collected suggests that the natural attenuation (NA) remedy selected for groundwater at the Site may not be successful in achieving the remedial action objective (RAO) of minimizing off-site migration of contaminants and achieving site cleanup levels in the time frame outlined in the ROD.

Under this new Task, GZA will conduct a supplemental remedial investigation and focused feasibility study to further evaluate the overburden dissolved-phase TCE contaminant plume and evaluate suitable source area remedial options that may be needed to supplement the NA remedy to reduce source contamination in an effort to reduce the cleanup timeframe.

Initials/Date: RAB / 12/21/16

EXHIBIT B
ESTIMATED BUDGET AND PAYMENT METHOD

I. Funding Account Number

Fund Name and Account Number	Original Totals	Totals of Amendment No. 1	Revised Totals
Brownfields Cost Recovery 03-44-44-444010-5392	\$480,000.00	\$0.00	\$480,000.00
CERCLA Programs 03-44-44-444010-2590	\$775,000.00	\$775,000.00	\$1,550,000.00
Superfund Match 03-44-44-444030-4997	\$100,000.00	\$0.00	\$100,000.00
Pease Hazardous Waste Sites 03-44-44-444010-2592	\$760,000.00	\$0.00	\$760,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$240,000.00	\$0.00	\$240,000.00
Brownfields State Response 03-44-44-444010-2514	\$200,000.00	\$0.00	\$200,000.00
TOTAL:	\$2,555,000.00	\$775,000.00	\$3,330,000.00

II. Submission of Invoices by GZA

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

1. GZA 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. GZA 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

Initials/Date: RAM 12/21/16

12/1/16

unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to GZA

A. Invoices will be reviewed for completeness and compliance with the contract and the WSA by the DES project manager and returned to GZA 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 GZA 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.

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.

Initials/Date: AOB / 12/21/16

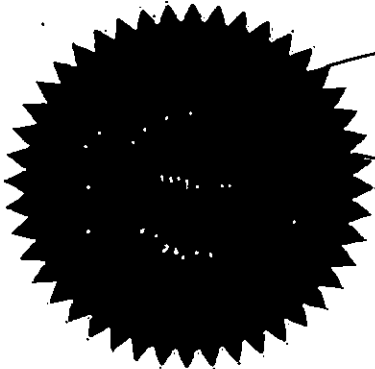
GZA GeoEnvironmental, Inc.

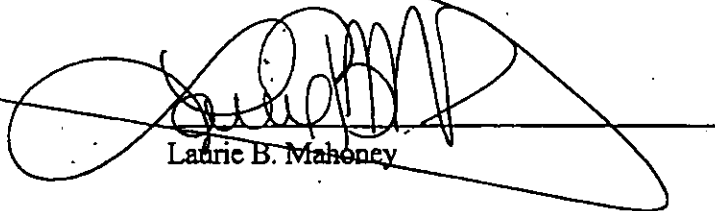
Secretary Certificate

I, Laurie B. Mahoney, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), hereby certify that Ronald A. Breton is a Senior Principal of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company in October 2016, Ronald A. Breton is authorized to execute and deliver contracts, bonds and other documents related to the performance of professional services for the State of New Hampshire, Department of Environmental Services in the name and on behalf of the Company.

I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 30th day of November, 2016.

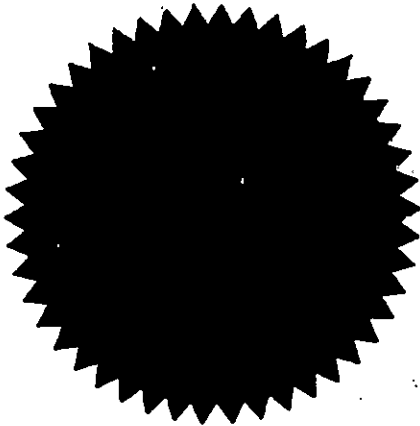



Laurie B. Mahoney

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 GZA GEOENVIRONMENTAL, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1981. 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 18th day of May, A.D. 2016

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

LOUISE LAVERTU
Executive Director

LINDA CAPUCHINO
Division Director



Tuesday, October 11, 2016

GZA GEOENVIRONMENTAL INC
5 COMMERCE PARK NORTH
BEDFORD NH 03110-

CERTIFICATE

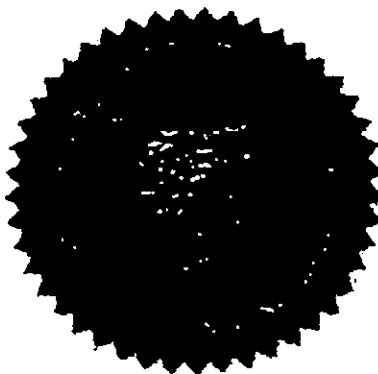
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

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 # 00348





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 160 Federal St. 2nd Floor Boston, MA 02110	CONTACT NAME: PHONE (A/C No. Ext): 617-330-5700 FAX (A/C No.): 617-439-3752 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED GZA GeoEnvironmental, Inc. 5 Commerce Park North Suite 201 Bedford NH 03110	INSURER A: Great Divide Insurance Company/ Nautilus Ins Group 25224	
	INSURER B: The First Liberty Insurance Corp 33588	
	INSURER C:	
	INSURER D: Hartford Casualty Insurance 29424	
	INSURER E: Commerce & Industry Insurance Company 19410	
	INSURER F: Lexington Insurance Company 19437	


COVERAGES CERTIFICATE NUMBER: 28908003 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$25,000 per occurrence BI/PD GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP2007957-13	2/28/2016	2/28/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		AS2-Z11-261208-016	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	08WBR15941	2/28/2016	2/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution Liability		11710520	2/28/2016	2/28/2017	Each Claim/ \$1,000,000 Aggregate \$1,000,000
F	Professional Liability		031711017	2/28/2016	2/28/2017	Each Claim/ \$1,000,000 Aggregate \$1,000,000

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

Re: Job #04.0190325.00, NHDES Contract for Site Investigations, Remediation Design and Implementation Oversight at Petroleum & Hazardous Waste Sites, and CERCLA and Brownfields Projects Various Sites in NH.
 Issued as Evidence of Insurance.

CERTIFICATE HOLDER 04.0190325.00 NH Department of Environmental Services 29 Hazen Drive Concord NH 03302	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  Michael Christian
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

8 June Cross



Thomas S. Burack, Commissioner

RECEIVED
 NHDES
 SEP 01 2015
 Oil Remediation &
 Compliance Bureau

July 21, 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 # 61

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE** contract with GZA GeoEnvironmental, Inc. (GZA), Bedford, NH, (VC# 174515), in the amount of \$2,555,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites, CERCLA sites and Brownfields sites effective as of July 1, 2015 through June 30, 2019 upon Governor and Council approval. Funding is 69% Federal, 9% General, 18% Other and 4% Capital (General) 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
Superfund Match 444030-4997-034-500731	\$50,000.00	\$50,000.00	-	-	\$100,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$480,000.00
CERCLA Programs 444010-2590-102-500731	\$225,000.00	\$175,000.00	\$180,000.00	\$195,000.00	\$775,000.00
Pease Hazardous Waste Sites 444010-2592-102-500731	\$190,000.00	\$190,000.00	\$190,000.00	\$190,000.00	\$760,000.00
Brownfields State Response 444010-2514-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
CERCLA Maintenance 444010-2589-102-500731			\$120,000.00	\$120,000.00	\$240,000.00
Totals:	\$635,000.00	\$585,000.00	\$660,000.00	\$675,000.00	\$2,555,000.00

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. 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 GZA 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 GZA will be available to assist DES in the investigation, monitoring and remediation of contaminated sites such as Superfund, Petroleum, 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 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 GZA 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 GZA for the proposed environmental work and reached an agreement on the contract terms and conditions. The

Her Excellency, Governor Margaret Wood Hassan
And the Executive Council
Page 3 of 3

approved hourly labor rates, indirect costs and profit multipliers, and other direct costs, are detailed in the GZA proposal dated March 6, 2015, and April 28, 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:

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">NH Department of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">GZA GeoEnvironmental, Inc.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">5 Commerce Park North, Suite 201, Bedford, NH 03110</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-623-3600</div>	1.6 Account Number <i>See Exhibit B, for detailed list of project subaccounts used for funding</i>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2019</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$2,555,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Steven R. Lamb, P.G.; Principal and Senior Vice president</div>	
1.13 Acknowledgement: State of NH , County of Hillsborough On June 15, 2015 , 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 <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> [Seal] <div style="text-align: right; font-size: small;">KAREN REED, Notary Public My Commission Expires March 20, 2018</div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Karen Reed, Administrative Assistant</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Thomas S. Burack, Commissioner</div>	
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: On: 8-3-2015			
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.

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

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.

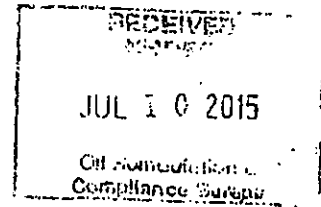


Exhibit A
Scope of Work

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 GZA GeoEnvironmental, Inc. (GZA) 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 GZA 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.

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

Contractor Initials *gza*
Date 7/9/15

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Brownfields Cost Recovery 03-44-44-444010-5392	\$480,000.00
CERCLA Programs 03-44-44-444010-2590	\$775,000.00
Superfund Match 03-44-44-444030-4997	\$100,000.00
Pease Hazardous Waste Sites 03-44-44-444010-2592	\$760,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$240,000.00
Brownfields State Response 03-44-44-444010-2514	\$200,000.00

TOTAL: \$2,555,000.00

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

II. Submission of Invoices by GZA

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

1. GZA 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. GZA 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

Contractor Initials
Date 7/9/15

any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to GZA

A. Invoices will be reviewed for completeness and compliance with the contract and the WSA by the DES project manager and returned to GZA 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 GZA 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.

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 7/9/15

EXHIBIT B-1

EPA FORM 5700-41

PART I - GENERAL				
1. GRANTEE NH Department of Environmental Services			2. GRANT NUMBER	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR GZA GeoEnvironmental, Inc.			4. DATE OF PROPOSAL 3/6/2015	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 5 Commerce Park North, Suite 201 Bedford, New Hampshire 03110			6. TYPE OF SERVICE TO BE FURNISHED Contract for Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning Estimated Budget \$2,555,000	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal (capped rate)	500	\$63.00	\$31,500.00	
Sr. Project Manager (capped rate)	1,100	\$47.00	\$51,700.00	
Project Manager	1,400	\$38.00	\$53,200.00	
P-III level professional	4,400	\$33.00	\$145,200.00	
P-II level professional	3,800	\$30.00	\$114,000.00	
P-I level professional	3,300	\$27.00	\$89,100.00	
Senior Technician	850	\$30.00	\$25,500.00	
Technician	400	\$25.00	\$10,000.00	
Drafter	775	\$29.00	\$22,475.00	
Specialist (CIH, EH&S, etc.)	1,000	\$38.00	\$38,000.00	
Word Processor	750	\$18.00	\$13,500.00	
DIRECT LABOR TOTAL:				\$594,175.00
8. INDIRECT COSTS (Specify indirect cost pools)	Rate	X Base =	ESTIMATED COST	
Overhead, fringe, G&A	1.85	\$594,175.00	\$1,099,223.75	
INDIRECT COSTS TOTAL:				\$1,099,223.75
OTHER DIRECT COSTS				
9. TRAVEL				
TRANSPORTATION			\$3,000.00	
PER DIEM			\$2,000.00	
TRAVEL SUBTOTAL:				\$5,000.00
10. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)				
Equipment Rental			\$85,000.00	
Materials / Supplies			\$82,000.00	
EQUIPMENT SUBTOTAL:				\$167,000.00
11. SUBCONTRACTS				
Drilling			\$280,841.00	
Laboratory			\$135,010.25	
SUBCONTRACTS SUBTOTAL:				\$415,851.25
12. OTHER (Specify categories)				
OTHER SUBTOTAL:				\$0.00
OTHER DIRECT COSTS TOTAL:				\$0.00
TOTAL ESTIMATED COST				\$2,281,250.00
PROFIT (12 percent)				\$273,750.00
TOTAL PRICE				\$2,555,000.00

PART III - PRICE SUMMARY		
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES <i>(Indicate basis for price comparison)</i>	MARKET PRICE(S)	PROPOSED PRICE
Refer to Appendix G.		
		\$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PASTE TWELVE MONTHS?

YES NO (*If "Yes" give name address and telephone number of reviewing office*)


14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c.

This proposal is submitted for use in connection with and in response to (1) Contract for Site Investigations, Remediation Design, and Implementation, Oversight, and Brownfields Assessment and Cleanup Planning. 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) 3/6/2015 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) 6/15/2015
DATE OF EXECUTION


SIGNATURE OF PROPOSER

Principal / Senior Vice President
TITLE OF PROPOSER

14. GRANTEE REVIEWER

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

15. EPA REVIEWER (If applicable)

DATE OF EXECUTION

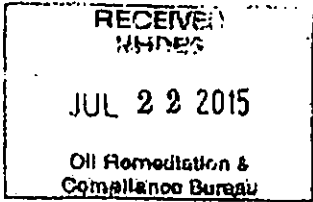
SIGNATURE OF REVIEWER

TITLE OF REVIEWER

EXHIBIT C
SPECIAL PROVISIONS

No Special Provisions are requested.

Contractor Initials ATD
Date 7/8/15



GZA GEOENVIRONMENTAL, INC.

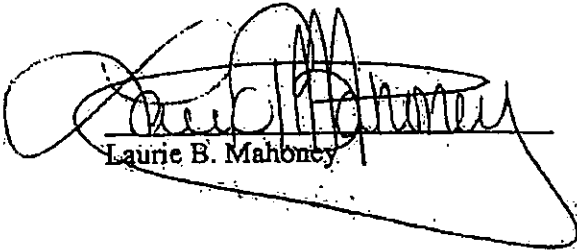
SECRETARY'S CERTIFICATE

I, Laurie B. Mahoney, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), hereby certify that Steven R. Lamb is a Principal and Senior Vice President of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company in February 2015, Steven R. Lamb is authorized to execute and deliver contracts, bonds and other documents related to the performance of professional services for the State of New Hampshire, Department of Environmental Services in the name and on behalf of the Company, and to affix the Corporate Seal thereto, if and as required.

I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 21st day of July 2015.

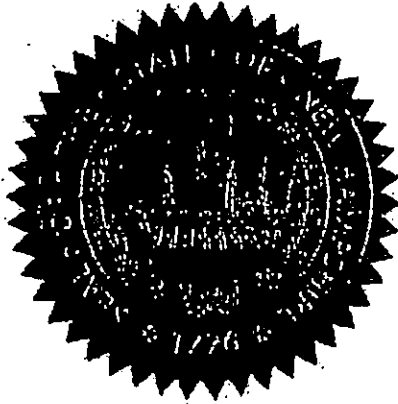



Laurie B. Mahoney

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 GZA GEOENVIRONMENTAL, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1981. 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 8th day of May, A.D. 2015

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



Friday, November-07, 2014

GZA GEOENVIRONMENTAL INC
5 COMMERCE PARK NORTH
BEDFORD NH 03110-0000

CERTIFICATE

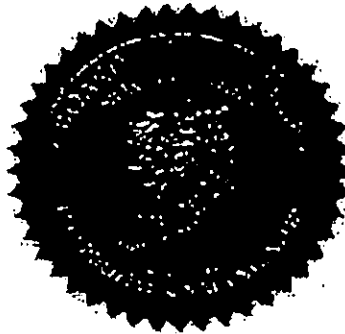
This is to certify that the above named business organization is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

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 # 00348





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

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).

PRODUCER Risk Strategies Company
160 Federal St. 2nd Floor
Boston, MA 02110

CONTACT NAME:
PHONE (A/C No. Ext): 617-330-5700 FAX (A/C No.): 617-439-3752
E-MAIL ADDRESS:

INSURED
GZA GeoEnvironmental, Inc.
5 Commerce Park North
Suite 201
Bedford NH 03110

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Divide Insurance Company/ Nautilus Ins. Group	25224
INSURER B: The First Liberty Insurance Corp.	33588
INSURER C:	
INSURER D: Hartford Casualty Insurance	29424
INSURER E: AIG-Specialty Insurance Company	26883
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23718049

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (IND) (Y/N)	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP20078571-11	2/28/2015	2/28/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AS6-211-261208-014	2/28/2015	2/28/2016	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		08WBR15940	2/28/2015	2/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EMPLOYEE \$ 1,000,000
E	Contractors Pollution/Professional Liability		COPS3778297	2/28/2015	2/28/2016	EL DISEASE - POLICY LIMIT \$ 1,000,000 Each Claim/ \$1,000,000 Aggregate \$1,000,000

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

Re: Job #04.0029395.00, NHDES - Brownsfields Contract, Various, NH.
Issued as Evidence of Insurance.

CERTIFICATE HOLDER

04.0029395.00

NH Department of Environmental Services
29 Hazen Drive
Concord NH 03302

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

Michael Christian

ACORD 25 (2014/01)

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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. Crocè, 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+