



Robert R. Scott, Commissioner

May 10, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Weston Solutions, Inc. (Weston Solutions), Concord, NH, (VC #175179), in the amount of \$7,340,000, to perform site investigations, drinking water infrastructure reviews, cleanup planning, design and remediation services at contaminated sites, at methyl tert-butyl ether (MtBE) contaminated sites, and CERCLA sites effective as of July 1, 2019 through June 30, 2023 (upon Governor and Council approval). 38% Federal Funds, 33% Other Funds (Hazardous Waste Cleanup Fund, Oil Pollution Control Fund, Gasoline Remediation & Elimination Ethers Fund, Drinking Water Trust Fund, and MtBE Settlement Fund), 23% General Funds, and 6% Capital Funds.

Funding is available in the accounts listed below 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 2020-2021 and FY 2022-2023 is contingent upon the availability and continued appropriation of funds.

Fund Name & Account Number 03-44-44-	FY 2020	FY 2021	FY 2022	FY 2023	Totals
Oil Pollution Control Fund 444010-1400-102-500731	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Oil Fund Board 444010-1421-102-500731	\$40,000	\$60,000	\$60,000	\$60,000	\$220,000
LUST Trust Program 444010-2075-102-500731	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
CERCLA Programs 444010-2590-102-500731	\$615,000	\$700,000	\$700,000	\$600,000	\$2,615,000
DW/GW Trust Fund 442010-3904-102-500731	\$100,000	\$150,000	\$150,000	\$150,000	\$550,000
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$80,000	\$80,000	\$80,000	\$80,000	\$320,000
Superfund Match 444030-1549-034-500161	\$445,000				\$445,000
MTBE Settlement Fund 444010-8893-102-500731	\$300,000	\$300,000	\$300,000	\$300,000	\$1,200,000
CERCLA Maintenance 444010-2589-102-500731	\$390,000	\$455,000	\$390,000	\$455,000	\$1,690,000
	\$2,045,000	\$1,820,000	\$1,755,000	\$1,720,000	\$7,340,000

EXPLANATION

The purpose of the requested action is to provide NHDES with professional environmental consulting 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 at petroleum, hazardous waste and CERCLA sites. For the past 20 years the Governor and Council approved similar contracts to provide professional environmental consulting services. The current five environmental consulting contracts expire on June 30, 2019. NHDES 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 consulting services contract will ensure that professional quality investigation, and remediation design and oversight can occur rapidly and cost-effectively. The services of Weston Solutions will be available to specifically assist NHDES in the investigation, monitoring and remediation of contaminated media at Superfund and state hazardous waste sites in NH. This use of professional engineering services allows NHDES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate required cleanup action, protect public health, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

In August 2018, NHDES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. NHDES received twelve qualifications packages which were reviewed and evaluated by a seven-member team. The group of twelve firms was reduced to seven firms based on detailed evaluation self-score sheets and determination of engineering capabilities, experiences, staff and resources in New Hampshire. NHDES sent Interview Packages to and interviewed the seven short-listed firms in December 2018. 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 NHDES. Upon completion of these interviews, the NHDES evaluation team scored and ranked the seven firms as follows.

• Weston & Sampson Engineers, Inc. (W&S)	602.0
• GZA GeoEnvironmental, Inc. (GZA)	598.0
• Weston Solutions, Inc.	582.5
• Sanborn, Head & Associates (SHA)	568.3
• Ransom Consulting, Inc.	500.5
• Nobis Group	486.5
• Wilcox & Barton	463.9

The maximum possible score was 700. See Attachment A for the scores on the seven interviewed firms by the NHDES evaluation team.

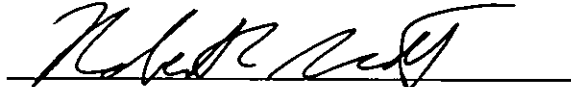
A Contract Negotiation Package was sent to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. Hourly labor rates, multipliers and prices were negotiated with Weston Solutions for the proposed environmental work and agreement reached on the contract terms and conditions.

Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2021. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

His Excellency, Governor Christopher T. Sununu
And the Executive Council
Page 3 of 3

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



Robert R. Scott
Commissioner

Attachments

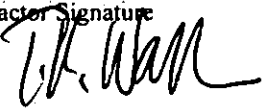
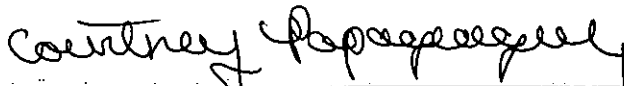
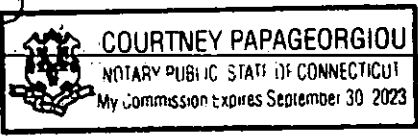
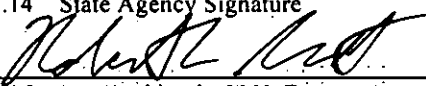
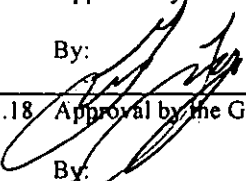
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Weston Solutions, Inc.		1.4 Contractor Address 43 North Main Street, Concord, NH 03301	
1.5 Contractor Phone Number (860) 368-3211	1.6 Account Number - Multiple Accounts -	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$7,340,000.
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number (603) 271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Todd K. Wall Vice President and Principal-in-Charge	
1.13 Acknowledgement: State of Connecticut County of <u>Hartford</u> On <u>5/10/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Courtney Papageorgiou</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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) (if applicable) By:  On: <u>5/17/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date

TW
5/10/19

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 5/10/19

Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations and characterizations; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; impacted drinking water studies: planning to locate water supply sources and provide water line system extensions. It also includes: federally-funded CERCLA remediation designs and specifications; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for remediation systems; and expert technical document reviews and interpretations.

Separate project assignments will be given to Weston Solutions, Inc. (Weston) to complete within specified time periods during the four-year contract.

This environmental services contract will ensure that NHDES can provide professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost-effectively be contracted and implemented. The services of Weston will be available to assist NHDES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work, and where federal and state funded studies provide remediation and operations on CERCLA and MtBE 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's Initials

Date

TW
5/9/19

Exhibit B

Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Oil Pollution Control Fund 03-44-44-444010-1400	\$100,000.00
Oil Fund Board 03-44-44-444010-1419	\$220,000.00
LUST Trust Program 03-44-44-444010-2075	\$200,000.00
CERCLA Programs 03-44-44-444010-2590	\$2,615,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$320,000.00
DW/GW Trust Fund 03-44-44-444010-3904	\$550,000.00
Superfund Match 03-44-44-444030-1549	\$445,000.00
MtBE Settlement Fund 03-44-44-444010-8893	\$1,200,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$1,690,000.00
	\$7,340,000.00

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 to NHDES for each assignment and shall contain, at a minimum, the following standard detail 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.

Contractor's Initials

Date

TW
5/9/19

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

B. Weston shall inform NHDES 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 NHDES project manager, NHDES 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 NHDES project manager and returned to Weston if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES project manager, and once appropriate signatures have been obtained the cover sheet and invoice will be forwarded to the NHDES Accounting Office for processing and payment.

B. NHDES 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 NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.

C. NHDES 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 NHDES'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, 2021. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2021 through the end of the contract, June 30, 2023.

Contractor's Initials TW
Date 5/11/19

EXHIBIT B-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS			Form Approved OMB No. 158-R0144	
1. GRANTEE NH Department of Environmental Services		2. GRANT NUMBER		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston Solutions, Inc.		4. DATE OF PROPOSAL 10 May 2019 Submission - EXHIBIT B-1		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 43 N. Main Street Concord, NH 03301		6. TYPE OF SERVICE TO BE FURNISHED Environmental Consulting Services Contract		
PART II - COST SUMMARY				
7. DIRECT LABOR	Est Hours	Hourly Rate	Est Rate	TOTALS
Principal/Associate/Project Director	700	\$ 78.97	\$ 55,279	
Sr. Project Manager (P.G., P.E.)	3,800	\$ 52.85	\$ 200,830	
Project Manager	5,400	\$ 48.14	\$ 259,958	
Engineer I	2,889	\$ 27.47	\$ 79,381	
Engineer II	5,200	\$ 33.05	\$ 171,860	
Engineer III	6,000	\$ 43.03	\$ 258,180	
Geologist I	5,600	\$ 24.07	\$ 134,792	
Geologist II	4,800	\$ 29.55	\$ 141,840	
Geologist III	1,000	\$ 41.35	\$ 41,350	
Scientist I	800	\$ 24.21	\$ 14,528	
Scientist II	888	\$ 30.83	\$ 27,371	
Scientist III	1,100	\$ 39.99	\$ 43,989	
Technician	3,000	\$ 30.62	\$ 91,860	
Drafter/CADD Specialist	1,000	\$ 34.35	\$ 34,350	
Admin/Word Processor	1,000	\$ 26.60	\$ 26,600	
CIH/Safety Officer	300	\$ 48.23	\$ 13,869	
IT Specialist/Data Manager	600	\$ 29.74	\$ 17,844	
Subcontracts Administrator	600	\$ 33.28	\$ 19,968	
DIRECT LABOR TOTAL:			\$ 1,633,826	
8. INDIRECT COSTS	Rate	x Base =	Est. Cost	
Indirect Costs	1.648	\$ 1,633,826	\$ 2,692,545	
INDIRECT COSTS TOTAL:			\$ 2,692,545	
9. OTHER DIRECT COSTS:			Est. Cost	
a. TRAVEL				
(1) Transportation - External expenses			\$ 100,000	
(2) Transportation - Mileage			\$ 35,474	
(3) Per Diem & Lodging			\$ 4,000	
TRAVEL SUBTOTAL:			\$ 139,474	
b. EQUIPMENT, MATERIALS, SUPPLIES:				
(1) Externals			\$ 366,523	
(2) Internals			\$ 55,140	
EQUIPMENT SUBTOTAL:			\$ 421,663	
c. SUBCONTRACTS:				
Laboratory Analyses			\$ 460,000	
Drilling Services			\$ 350,000	
Remediation - Six contracts @ 50K each			\$ 300,000	
Remediation - Four contracts @ 95K each			\$ 380,000	
Remediation - One contract @ 229.5K each			\$ 229,500	
SUBCONTRACTS SUBTOTAL:			\$ 1,719,500	
d. OTHER:				
OTHER SUBTOTAL:			\$ -	
e. OTHER DIRECT COSTS TOTAL:			\$ 2,280,637	
10. TOTAL ESTIMATED COST			\$ 6,607,009	
11. PROFIT			\$ 732,992	
12. TOTAL PRICE			\$ 7,340,000	

EXHIBIT B-1

PART III - PRICE SUMMARY - EXHIBIT B-1		
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES	MARKET PRICE(\$)	PROPOSED PRICE

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 PAST TWELVE MONTHS? <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO (If "yes" give name, address, and telephone number of reviewing office) Defense Contract Audit Agency, Pennsylvania Branch Office, Parkview Tower, 1150 1st Avenue, Suite 900 King of Prussia, PA 19406-4031, Supervisory Auditor: Adelle Chrin, Tel. No. (610) 878-2878	
14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES	
14c. This proposal is submitted for use in connection with and in response to (1) <u>NHDES Contract for Environmental Consulting Services</u> . 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) <u>May 10, 2019</u> 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) May 10, 2019 DATE OF EXECUTION	 _____ SIGNATURE OF PROPOSER Todd K. Walles 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/prices 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

Amend Section 22.0 SPECIAL PROVISIONS by adding Section 22.1 RIGHT OF ENTRY as follows:

22.1 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

TRW
5/16/19

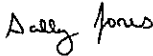
Weston Solutions, Inc.

Signature Authority Delegation

To: Todd Walles

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 NHDES Contract for Environmental Consulting Services, Period FY2020 to FY2023 on behalf of Weston Solutions, Inc. (WESTON).
2. This delegation is limited as follows:
 - a. Signature authority granted under this delegation is limited to documents involving up to \$7,340,000.
 - b. This delegation will expire on 6/30/2023.

 Digitally signed by Sally Jones
Date: 2019.05.09 15:36:15
-0400

Signature

Sally Jones

Name (Type/Print)

Senior Vice President

Title

May 9, 2019

Date

State of New Hampshire

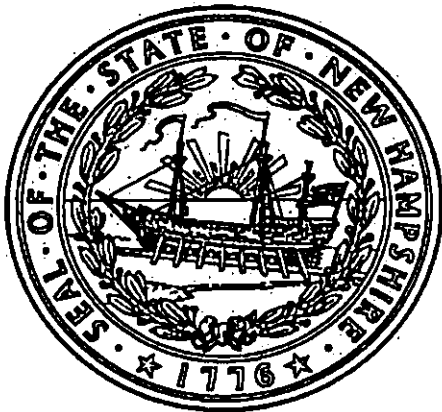
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WESTON SOLUTIONS, INC. 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

Certificate Number: 0004504760



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2019.

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

William M. Gardner
Secretary of State



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF TECHNICAL PROFESSIONS

121 South Fruit Street, Suite 201
Concord, N.H. 03301-2412
Telephone 603-271-2219 · Fax 603-271-7928

JOSEPH G. SHOEMAKER
Director

PETER DANLES
Executive Director



November 29, 2018

WESTON SOLUTIONS INC
1400 WESTON WAY 1
P O BOX 2653 Attn: Law Dept
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, 2019** 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 #00027





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2019

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 MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : Liberty Mutual Fire Ins Co</td> <td>23035</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 : Greenwich Insurance Company	22322	INSURER B : Liberty Insurance Corporation	42404	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Liberty Mutual Fire Ins Co	23035	INSURER E : N/A	N/A	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Greenwich Insurance Company	22322														
INSURER B : Liberty Insurance Corporation	42404														
INSURER C : XL Specialty Insurance Company	37885														
INSURER D : Liberty Mutual Fire Ins Co	23035														
INSURER E : N/A	N/A														
INSURER F :															
CN102357761-GAWUP-19-20 INSURED WESTON SOLUTIONS, INC. 1400 WESTON WAY WEST CHESTER, PA 19380															

COVERAGES **CERTIFICATE NUMBER:** CLE-005935497-53 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GEC300071704	01/15/2019	01/15/2020	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input 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"/>			AI2-631-477160-049	01/15/2019	01/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC004535204	01/15/2019	01/15/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-63D-477160-019 (AOS) WC7-631-477160-059 (WI)	01/15/2019	01/15/2020	<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

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

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ATTN: STEVE CROCE 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 <i>Manashi Mukherjee</i>
--	--

ATTACHMENT A										
FINAL										
NHDES Environmental Consulting Services Contract Interview Results										
Firm Names	Interview Date	SCORES							TOTALS	Comments
		ORCB#1	ORCB#2	HWRB#1	HWRB#2	MTBE#1	MTBE#2	MTBE#3	(5 Firms)	
GZA GeoEnvironmental	12/19/2018	91	79	94	86	71	82	95	598	Selected
Nobis Engineering	12/17/2018	80	64.5	76	78	34	77	77	486.5	
Ransom Consulting	12/18/2018	87	63.5	73	78	50	70	79	500.5	Selected
Sanborn, Head & Associates	12/20/2018	93	70	94	84	60	80	87.3	568.3	Selected
Wilcox & Barton	12/19/2018	82	66.5	66	69	41	69	70.4	463.9	
Weston & Sampson	12/18/2018	94	82.5	96	80	76	91	82.5	602	Selected
Weston Solutions	12/11/2018	95	77	96	84	42	93	95.5	582.5	Selected
NHDES Evaluation Team										
Evaluation Team Members					Titles		Years Experience			
Steven A. Croce, P.E.					Contracts Supervisor		40 +			
Michael Juranty, P.E.					MtBE Administrator		35+			
Robin Mongeon, P.E.					Federal Sites Section Chief		35+			
Michael McCluskey, P.E.					Federal Sites Section		25+			
H. Keith DuBois, P.G.					Asst. WMD Director		35+			
Sarah Yuhas-Kirn, P.G.					ORCB Administrator		30+			
Joshua Whipple, P.G.					MtBE Section Chief		30+			