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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

August 23, 2017

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into contract with AMEC Foster Wheeler Environment & Infrastructure, Inc. (vendor code #173400), 271 Mill Road, 3rd Floor, Chelmsford, Massachusetts 01824, in an amount not to exceed \$275,000.00, for the purposes of an Environmental Services contract from the period of Governor and Council approval through June 30, 2020. **100% Federal Funds.**

Funds are available in the SFY 2018/19 operating budget and contingent upon availability and continued appropriations in SFY 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

**02-12-12-120010-22620000 – ADJUTANT GENERAL – ARNG Environmental Resources
102 – 500731 – Contracts for Program Services**

| <u>FY 2018</u> | <u>FY 2019</u> | <u>FY 2020</u> | <u>Total</u> |
|----------------|----------------|----------------|--------------|
| \$125,000.00 | \$75,000.00 | \$75,000.00 | \$275,000.00 |

EXPLANATION

This proposed contract is to provide for various environmental services to include spill prevention control and counter measure plans, integrated contingency plans, solid and hazardous waste risk management audits, geographic information management data development, document technical writing and formatting, and plan training. These services are required to be performed according to various federal and state laws and regulations and US Army Regulations. A general environmental services contract is much more efficient than individually contracting each of these projects. It allows for more timely execution of immediate needs and ensures execution of federal funds provided for the support of the Adjutant General's Department's environmental needs.

The request for qualification procedures used to identify the chosen vendor(s) followed the requirements of *RSA 21-I-I:22, Selection of Engineers, Architects and Surveyors* because one of the primary tasks with immediate and recurring service requirements (integrated contingency plans) requires a professional engineer stamp to be legally sufficient.

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
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The Adjutant General's Department solicited for these environmental services by running a legal notice in the Union Leader newspaper and placing the RFQ on the State of New Hampshire Bureau of Purchase and Property website. It was clearly stated in the RFQ and announced at the bid opening, that this award would not be based solely on low-bid, but would be awarded based on a rating system that included company profile, resumes of the expected contract administrator and primary employees to be used including those that require special qualifications such as NH Professional Engineer, a list of references, and three (3) example products as specified in the Qualification Evaluation Procedure. Eleven (11) vendors submitted proposals. AMEC Foster Wheeler Environment & Infrastructure, Inc. scored the most points of the qualified proposals received.

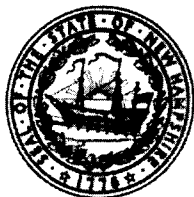
The Adjutant General's Department negotiated with AMEC to establish the rates of compensation. The rates were compared with recent New Hampshire Bureau of Public Works contracts for engineering services as well as GSA rates. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. As advertised, the base contract term is for approximately three (3) years, with the potential for one, two-year extension subject to Federal Funds availability and additional Governor and Council approval.

These Federal Funds are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

Respectfully Submitted,



William N. Reddel, III
Major General, NH National Guard
The Adjutant General



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

William N. Reddel, III, Major General
The Adjutant General

Stephen C. Burritt, Brigadier General (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

NGNH-FMO-ENV

June 16, 2017

Memorandum for the Record

Subject: Environmental Services 2017-2020 Request for Qualification Rating Results and Short List of Firms

The following companies submitted written qualification packages by 4:00 p.m. on April 21, 2017. The packages were evaluated in accordance with the qualification evaluation procedure by Eileen Chabot, Kevin Womack and Kim Osorio.

| | |
|--|---------------------------|
| Comprehensive Environmental Inc. | Qualifications Rating 142 |
| AMEC Foster Wheeler Environmental & Infrastructure Inc | Qualifications Rating 176 |
| EA Engineering, Science & Technology, Inc. | Qualifications Rating 139 |
| EBI Consulting | Qualifications Rating 114 |
| GZA GeoEnvironmental, Inc | Qualifications Rating 139 |
| HRP Associates, Inc. | Qualifications Rating 100 |
| TRC Environmental Corporation | Qualifications Rating 143 |
| Vanasse Hangen Brustlin, Inc. | Qualifications Rating 159 |
| Weston & Sampson | Qualifications Rating 84 |
| Whitetail Environmental, LLC. | Qualifications Rating 133 |

Details of the qualifications rating are contained on the attached Environmental Services 2017-2020 Request for Qualifications Scoring Matrix, June 16, 2017.

June 16, 2017

NGNH-FMO-ENV Memorandum for the Record

Subject: Environmental Services 2017-2020 Request for Qualification Rating Results and Short List of Firms

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In accordance with RSA 21-I:22 IV the short list of firms is as follows:

| | |
|--|---------------------------|
| AMEC Foster Wheeler Environmental & Infrastructure Inc | Qualifications Rating 176 |
| Vanasse Hangen Brustlin, Inc. | Qualifications Rating 159 |
| TRC Environmental Corporation | Qualifications Rating 143 |

In accordance with RSA 21-I:22 IV the Adjutant General's Department will begin negotiations with the most qualified firm. If a satisfactory rate schedule cannot be established with the most qualified firm, the Adjutant General's Department will begin negotiations with the second most qualified. Negotiations will continue down the list until satisfactory rates are reached.

BOYAJIAN.ZACHARY.LEVON.1265215510

Digitally signed by
BOYAJIAN.ZACHARY.LEVON.1265215510
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
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Date: 2017.06.16 12:06:38 -04'00'

Zachary Boyajian
NH Adjutant General's Department
State Environmental Supervisor

Environmental Services 2017-2020 Request for Qualifications Scoring Matrix

| COMPANY NAME | COMPANY PROFILE | RESUMES | REFERENCES | 3 EXAMPLE PRODUCTS | CERT OF GOOD STANDING | CERT OF VOTE | CERT OF INSURANCE | WORKERS COMP | ELECTRONIC | Eileen's Score | Kevin's Score | Kim's Score | Composite Qualifications Rating |
|--|-----------------|---------|------------|--------------------|-----------------------|--------------|-------------------|--------------|------------|----------------|---------------|-------------|---------------------------------|
| Anec Foster Wheeler Environment & Infrastructure, Inc. | YES | YES | YES | YES | YES | YES | YES | YES | YES | 59 | 59 | 58 | 176 |
| Comprehensive Environmental, Inc. | YES | YES | YES | YES | NO | YES | YES | YES | YES | 43 | 53 | 46 | 142 |
| EA Engineering, Science & Technology, Inc. | YES | YES | YES | YES | YES | YES | YES | YES | YES | 47 | 50 | 42 | 139 |
| EBI Consulting | YES | YES | YES | NONE | YES | YES | YES | YES | NO | 38 | 40 | 36 | 114 |
| GZA GeoEnvironmental, Inc. | YES | YES | YES | YES | YES | YES | YES | YES | NO | 42 | 57 | 40 | 139 |
| HRP Associates, Inc. | YES | YES | YES | Only 2 Complete | YES/OLD | NO | YES | YES | YES | 38 | 28 | 34 | 100 |
| TRC Environmental Corporation | YES | YES | YES | YES | Pending | YES | YES | YES | YES | 44 | 53 | 46 | 143 |
| Vanasse Hangen Brustlin Inc (VHB) | YES | YES | YES | YES | NO | YES | YES | YES | NO | 51 | 51 | 57 | 159 |
| Weston & Sampson | YES | YES | YES | Only 1 | YES | YES | YES | YES | YES | 31 | 29 | 24 | 84 |
| Whitetail Environmental, LLC | YES | YES | YES | NONE | Provided 4/27/2017 | Pending | YES | YES | YES | 49 | 47 | 37 | 133 |

Environmental Services – 2017 2020
Rating Panel Background Information

E. C. – State Environmental Specialist with the New Hampshire Adjutant General's Department for twenty five (25) years and over 30 year combined experience. She has a Bachelor Degree in biology and Master in public health administration. She has expertise in National Environmental Policy Act environmental assessments, air quality, environmental contaminates, pollution prevention and cultural resource management.

K.W. – Bachelor of Science, Chemical Engineering. Has 8+ years experience working as a staff engineer for private engineering consulting firm, primarily in compliance audits, Phase I and II Site Assessments, Hydrogeological site investigations, RI/FS Site investigations and Remedial Action. He has 8 + years working for the state of NH as a Water Resource Manager including but not limited to UST/AST tank management SPCC/ICP plan implementations, Stormwater, wastewater and drinking water compliance management. Prior to this position Mr. Womack worked for the Adjutant Generals Department Veterans Cemetery as an office support staff.

K.O. – Bachelor degree in environmental Science. Environmental Compliance Specialist with State of New Hampshire for 1.5 years. Previous experience 12 years with environmental restoration and contracting and grant review and implementation for county agency in Florida. Experience conducting compliance inspections, air quality permitting and contract bid submissions.

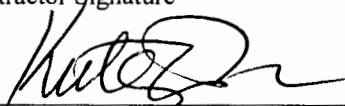
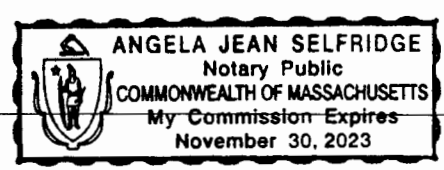
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|--|--|
| 1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT | | 1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301 | |
| 1.3 Contractor Name AMEC Foster Wheeler Environment & Infrastructure, Inc. | | 1.4 Contractor Address 271 Mill Road, 3 rd Floor, Chelmsford, MA 01824 | |
| 1.5 Contractor Phone Number (978) 692-9090 | 1.6 Account Number 010-012-2262-102-500731 | 1.7 Completion Date June 30, 2020 | 1.8 Price Limitation SFY18: \$125,000 SFY19: \$ 75,000 SFY20: \$ 75,000 |
| 1.9 Contracting Officer for State Agency Stephanie L. Milender | | 1.10 State Agency Telephone Number (603) 225-1361 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Kirsteen A. Toro, V.P./DPS Manager | |
| 1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Middlesex</u> On <u>August 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Angela Jean Selfridge</u> | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela Jean Selfridge</u> Notary Public | | | |
| 1.14 State Agency Signature <u>Stephanie L. Milender</u> | | 1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>RWR</u> On: <u>8/29/17</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

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.

KT
8/7/2017

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

P37 AGREEMENT

EXHIBIT A: THE SERVICES

SUBJECT: Environmental Services 2017-2020

GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Environmental Services as further specified in the list of potential projects, or as may be requested in the more specific scopes of work to be provided within requests for cost proposals.

BACKGROUND

The NH Adjutant General's Department (TAG) has Readiness Centers, Field Maintenance Shops, the State Military Reservation, the NH National Guard Training Site, Army Aviation Support Facility and Regional Training Institute that are used for training and support of the New Hampshire Army National Guard (TAG). The TAG has a state-wide environmental management program that manages the 2 Qualifications Evaluation Score Sheet 1 facilities/locations around the state for compliance with Federal, state and local environmental regulations. The TAG Environmental Program has various environmental service needs that are not currently met by existing contracts or specific projects that are put out to bid. This need includes compliance with portions of the Clean Water Act, Clean Air Act, National Environmental Policy Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response and Liability Act as well as their NH state counterparts and other laws and regulations. The TAG is seeking one or more service contractors to enter into fixed quantity indefinite deliverable contract(s) to meet current and future needs.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

The following is a list of potential projects to be performed under this contract. The TAG may request the contractor to perform other services not specified that it determines are within the scope of the Agreement and the contractor has the technical qualifications to perform. At least one project is expected to be executed prior to September 30, 2017 with federal fiscal year 2017 funds. Other projects are expected to be executed with future year funding, subject to availability. The list of potential projects is further defined as primary projects and secondary projects. Primary project are the focus of the contract and will be used as a primary types of qualifications and experience to be

evaluated in request for qualifications process. Secondary projects are other potential project types that may be requested of the chosen contractor.

Spill Prevention, Control, and Countermeasure Plans (SPCCP)/Integrated Contingency Plans (ICP) Reviews/Revisions/Preparation (Primary):

The contractor shall review/revise and or prepare Spill Prevention, Control and Countermeasure Plans for TAG/TAG facilities as required by Title 40 CFR Part 112, Oil Pollution Prevention, and/or New Hampshire Code of Administrative Rules, Env-Wm 1402, Control of Above Ground Petroleum Storage Facilities. The contractor shall review/revise and or prepare an Integrated Contingency Plan (ICP) as allowed by The National Response Team's Integrated Contingency Plan Guidance FR28642, dated 5 JUN 1996 and the expanded guidance dated June 1, 2001, entitled "CONSIDER PREPARING AN INTEGRATED CONTINGENCY PLAN FOR YOUR FACILITY", available at:

<http://www.nrt.org/production/NRT/NRTWeb.nsf/PagesByLevelCat/Level2Regulations?OpenDocument>.

ICP for TAG sites will also be prepared to address one or more of the following additional requirements:

- US Environmental Protection Agency, Title 40 CFR 265 Subpart D— Contingency Plan and Emergency Procedures;
- New Hampshire Code of Administrative Rules, Env-Or 400, Underground Storage Facilities;
- New Hampshire Code of Administrative Rules, Env-Or 300 Aboveground Petroleum Storage Facilities;
- New Hampshire Code of Administrative Rule, Env-Hw 509, Full Quantity Generators;
- New Hampshire Code of Administrative Rules, Env-Hw 508, Small Quantity Generators;
- New Hampshire Code of Administrative Rules, Env-Or 600, Contaminated Site Management;
- New Hampshire Code of Administrative Rules, Env-Ws 384 Underground Injection Control Rules;
- New Hampshire Code of Administrative Rules, Env-Wq 402 Groundwater Permit & Discharge Registration;
- New Hampshire Code of Administrative Rules, Env-Wq 401, Best Management Practices for Ground Water Protection;

An SPCCP or ICP are currently required on 3 TAG sites. All three sites require review and potential revisions to their ICPs. Three additional TAG sites have SPCCPs or ICPs that are not required, but have been developed as best management practices. The Contractor may be asked to review and/or revise these other plans if they are determined to be required in the future as conditions change or to improve management.

The contractor will provide NH Professional Engineering certification for each individual plan and provide a comprehensive review of each plan one year after its certification. The review shall consist of making changes and modifications to the plan mirroring changes to the site, if any. Upon this one year review, the contractor will provide NH Professional Engineering certification to the plan, even if there are no substantive changes to the plan.

Upon acceptance of the original and the reviewed ICP by the TAG and the TAG, the contractor will distribute one electronic copy and one hard copy of the plan to each facility, to the emergency responders in the town in which the facility is located, the local hospital, and the TAG.

Emergency Planning and Community Right-To-Know Act (EPCRA) Compliance Assistance (Primary)

Per EO 13423 Implementing Instructions, EO 13514 and AR 200-1, the TAG is required to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). As a result, the TAG may require the assistance in its compliance with Tier II reporting or the Toxic Release Inventory reporting submission and documentation.

The TAG has historically been completing and submitting its Tier II reports utilizing internal staff. However, the TAG may request assistance in providing additional tasks related to adequate evaluation and supporting documentation in determining of the applicability of reporting for each of its facilities based on current chemical inventories at its installations. The contractor may be expected to:

- Conduct chemical inventories at each of the TAG facilities
- Document threshold determinations to verify the need or not for reporting.
- Provide further assistance to evaluate and document the completeness of the data submitted on the required forms.

The TAG has recently completed a construction of a new Baffled Shooting Range at the Center Strafford Training Site facility. Lead, typically associated with range activities, has a low PBT threshold of 100 pounds, making it easier to exceed the threshold limit and require annual reporting. The TAG may require contractor assistance to:

- Conduct comprehensive data gathering to identify, evaluate and document current chemicals associated with its range and other facility activities to determine if any TRI thresholds are exceeded.
- Assist in assembling the necessary information to properly complete the annual TRI Form R for submission.
- Provide all necessary mass balances and calculations to evaluate all potential releases of applicable threshold exceeding chemicals.
- Finally, prepare backup documentation for evaluations of threshold determinations and evidence for why reporting was or was not required, in support of a future regulatory audit.

If a determination that the Training Site would meet the threshold requirement for TRI, a draft TRI Form R would need to be prepared and submitted to ARNG-ILE-S by June 1st and final copies sent to EPA by July 1st of each year if listed chemicals are manufactured, processed, or otherwise used in excess of the reporting thresholds.

Air Emission Inventory and Air Monitoring (Primary)

Air Emission Inventory

The Contractor will be expected to conduct and prepare current Air Emissions Inventory and Air Toxics Compliance Determinations TAG for various facilities in accordance with a detailed Statement of Work. These inventories will be updates of the Air Emission Inventory and Air Toxics Compliance Determinations previously assembled, as well as new locations that do not have existing inventories, and will include: comprehensive data gathering to identify, document and evaluate air emission sources (including point, fugitive, stationary and mobile emission sources) as required by federal and state regulations, review existing records of known air emissions sources, identify and document any new air emission sources that have been created since the last inventory was conducted; to collect the requisite data necessary to calculate actual and potential emissions of criteria pollutants, including volatile organic compounds (VOCs), carbon monoxide (CO), nitrogen oxides (NOx), sulfur oxides (SOx), Lead (Pb), particulate matter (PM) and particulate matter of 10 microns diameter or less (PM-10); hazardous air pollutants (HAPs) listed in Title III of the Clean Air Act Amendments (CAAA), any of the listed New Hampshire Regulated Toxic Air Pollutants (RTAPs) referenced in NH Code of Administrative Rules Chapter Env-A 1400, and ozone depleting substances (ODSs) defined under Title VI (protection of stratospheric ozone) requirements of the CAAA; and to perform air dispersion modeling for the installation in accordance with NH Env-A 800, Testing and Monitoring Procedures, should that ultimately be necessary. Data from source-specific emission tests or continuous emission monitors will not be available for the emission sources identified. Therefore, emissions estimates shall be calculated by mass balance or by using EPA emission factors, such as those presented in the EPA's Compilation of Air Pollutant Emission Factors (AP-42) and associated calculation methods based on established EPA and New Hampshire Department of Environmental Services (NHDES) protocols and policies. Ultimately, the Air Emissions Inventory and Air Toxics Compliance Determination shall identify, document, and evaluate air emission sources as required above; and verify compliance with all applicable federal and state permitting and recordkeeping requirements. It shall also include a clear description of the regulatory evaluation methodology that was utilized.

Air Monitoring

Contractor will be required to conduct permit required emission stack testing on two emergency generators at the Pembroke Regional Training Institute. These generators are fitted with 3-way catalyst pollution control devices (two per generator) that require removal for visual inspection and emission stack testing every three years in order to be

compliant with the air permit issued by New Hampshire Department of Environmental Services (NHDES). Contractor may also be required to complete any other permit related monitoring tasks associated with the State of NH Permit to Operate, including but not limited to annual exhaust temperature and exhaust back pressure readings.

Environmental Assessment (Primary)

The Contractor may be assigned and will be expected to prepare an Environmental Assessment (EA) on a Proposed Action and Alternatives in accordance with a detailed Statement of Work and the provisions of the National Environmental Policy Act (NEPA). The NEPA analysis and documentation will include, but not be limited to: description of the purpose and need for a Proposed Action; Description of the Proposed Action and Alternatives; identification and description of the existing Affected Environment, including relevant resource areas and existing environmental, cultural and socioeconomic settings within the Region of Influence (ROI) that would be affected if the Proposed Action (or considered Alternative) was implemented; and Environmental Consequences, which requires the identification and description of the individual, direct, indirect and cumulative potential environmental, cultural, and socioeconomic effects (both beneficial and adverse) associated with implementing the Proposed Action and fully evaluated Alternatives; identifying any proposed mitigation measures and best management practices (BMPs) where appropriate; all in accordance with the President's Council on Environmental Quality Regulations (CEQ) (40 CFR parts 1500-1508), 32 CFR Part 651, Environmental Analysis of Army Actions [Army Regulation (AR) 200-2] dated March 29, 2002 and all applicable Executive Orders. The EA shall comply fully with NEPA requirements, both procedurally and analytically, including the above-referenced regulations, Executive Orders, current applicable National Guard Bureau (ARNG-I & E) policies and shall be legally sufficient to withstand a challenge in Federal court. The Contractor shall make use of all existing applicable rules, regulations and directives, as well as the most recent edition (dated 1 October, 2011) of the Army National Guard NEPA Handbook, "Guidance on Preparing Environmental Documentation for Army National Guard Actions in Compliance with the National Environmental Policy Act of 1969", prepared by Army National Guard with Technical Support from Osage of Virginia, LLC and PlanIt², Inc. The EA shall fully conform to the requirements of this handbook, and any amendments.

Geographic Information System Data Development (Primary)

The TAG also needs development of GIS data to support many of the project types covered by this contract and stand-alone environmental data development. All GIS data developed shall be delivered with the following specifications:

Format – ESRI Map Package (ARCGIS Personal Geodatabase)

Projection – NH State Plane Feet 2800

Datum – NAD 83

Spatial accuracy requirements: Will Vary as available

Additional requirements:

- Create Metadata that is Federal Geographic Data Committee (FGDC) compliant

Specifically the TAG is looking to develop Data Sets and Feature Classes as deliverable to specific project or as specific GIS deliverables. Conversion of graphical hard copy reports, CADD Data and other information into Geodatabase format may also be requested.

Army Management Plans (Secondary)

The TAG also has from time to time a need to develop or update Department of the Army required management plans in accordance with Army Regulations 200-1 and other Army, National Guard Bureau and Department of Defense instructions, guidance and regulations. These include but are not limited to: Integrated Natural Resource Management Plans; Integrated Cultural Resource Management Plans, Integrated Pest Management Plans, and Hazardous Waste Management Plans. This type of project may be requested as part of this agreement.

Plan Training (Secondary)

The Contractor shall prepare training materials and or provide training on SPCCP/ICP and other Management Plans. Plan training will meet the requirements of Title 40 CFR Part 112, Oil Pollution Prevention and/or Title 40 CFR 265 Subpart D—Contingency Plan and Emergency Procedures. This type of project may be requested as part of this agreement.

Document Technical Writing and Formatting (Secondary)

TAG develops a number of management plans, documents and other guidance. The TAG desires services to perform technical writing and document formatting. This type of project may be requested as part of this agreement.

Other Environmental Services (Secondary)

TAG may require other Environmental Services project not currently identified to be performed. These project may include, but are not limited to other Clean Air Act, Clean Water Act, Toxic Substance Control Act, Safe Drinking Water Act, Resource Conservation and Recovery Act, Endangered Species Act, Pollution Prevention Opportunity Assessments and Cultural Resources requirements.

PROJECT MANAGEMENT AND DELIVERY INSTRUCTIONS

Once the contractors are selected, the general anticipated project execution methodology will be as follows:

1. The TAG shall determine project needs and develop a scope of work, or work with the contractor to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The TAG may request a short proposal and project fee estimate from the contractor(s).
3. The contractor(s) shall prepare a cost proposal. The cost proposal will provide a fixed cost for each of the identified project tasks and fixed not to exceed cost for the project based on the sum of the tasks. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. TAG will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the TAG will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the TAG will request a justified modification from the contractor. Once an agreed upon cost proposal is established, TAG will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. TAG and the contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed and confirmation of expected deliverables.
6. The TAG may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project tasks that were completed, funds spent, a general outline of work to be completed in the coming month and any issues that need to be addressed.
7. The contractor will submit an invoice as specific project tasks and/or deliverables are completed and delivered to the TAG project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the TAG.

PERIOD OF PERFORMANCE

The period of performance will be from the date of Governor and Executive Council approval (expected Summer 2017) through June 30, 2020. One (1) extension of Two (2) years will be provided for with subsequent Governor and Executive Council approval.

TAG PRIMARY CONTACT and PROJECT MANAGERS

PRIMARY CONTACT

New Hampshire Adjutant General's Department
NGNH-FMO-ENV (ATTN: Mr. Zachary Boyajian)
4 Pembroke Road
Concord, NH 03301-5607
(603) 227-1439
zachary.l.boyajian.nfg@mail.mil

The TAG will assign project managers from our Environmental Branch to each approved project in the project's notice to proceed memorandum.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

P37 AGREEMENT

**EXHIBIT B:
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

SUBJECT: Environmental Services 2017-2020.

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$275,000.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the Contractor to: The Adjutant General of New Hampshire, NGNH-FMO-ENV (ATTN: Zachary Boyajian), 1 Minuteman Way, Concord, New Hampshire 03301-5607.

Terms of Payment

Invoicing shall be time and material rates (and overhead and profit if separately broken out) for completion of task deliverables. Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables determined acceptable by the NH Adjutant General's Department Primary Contact.

Amec Foster Wheeler rates - Effective for NHARNG from 7/1/2017 to 6/30/2018

| Amec Foster Wheeler Labor Category | 2017-2018 Billing Rate |
|---|-------------------------------|
| Program Manager | 160.00 |
| Contract Administrator | 150.00 |
| QA/QC | 184.00 |
| Senior Scientist/Specialist | 156.00 |
| Staff Scientist/Specialist | 115.00 |
| Junior Scientist/Specialist | 80.00 |
| Senior Engineer | 175.00 |
| Staff Engineer | 133.00 |
| Junior Engineer | 99.00 |
| Sr. GIS/CADD Specialist | 100.00 |
| GIS/CADD Specialist | 68.00 |
| Word Processor | 60.00 |
| Technical Editor | 79.00 |

A 10% markup will be applied on Other Direct Costs

Travel will be proposed and billed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by General Services administration (GSA), unless otherwise specified in the contract.

Amec Foster Wheeler rates - Effective for NHARNG from 7/1/2018 to 6/30/2019

| Amec Foster Wheeler Labor Category | 2018-2019 Billing Rate |
|---|-------------------------------|
| Program Manager | \$164.80 |
| Contract Administrator | \$154.50 |
| QA/QC | \$189.52 |
| Senior Scientist/Specialist | \$160.68 |
| Staff Scientist/Specialist | \$118.45 |
| Junior Scientist/Specialist | \$82.40 |
| Senior Engineer | \$180.25 |
| Staff Engineer | \$136.99 |
| Junior Engineer | \$101.97 |
| Sr. GIS/CADD Specialist | \$103.00 |
| GIS/CADD Specialist | \$70.04 |
| Word Processor | \$61.80 |
| Technical Editor | \$81.37 |

A 10% markup will be applied on Other Direct Costs

Travel will be proposed and billed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by General Services administration (GSA), unless otherwise specified in the contract.

Amec Foster Wheeler rates - Effective for NHARNG from 7/1/2019 to 6/30/2020

| Amec Foster Wheeler Labor Category | 2019-2020 Billing Rate |
|---|-------------------------------|
| Program Manager | \$169.74 |
| Contract Administrator | \$159.14 |
| QA/QC | \$195.21 |
| Senior Scientist/Specialist | \$165.50 |
| Staff Scientist/Specialist | \$122.00 |
| Junior Scientist/Specialist | \$84.87 |
| Senior Engineer | \$185.66 |
| Staff Engineer | \$141.10 |
| Junior Engineer | \$105.03 |
| Sr. GIS/CADD Specialist | \$106.09 |
| GIS/CADD Specialist | \$72.14 |
| Word Processor | \$63.65 |
| Technical Editor | \$83.81 |

A 10% markup will be applied on Other Direct Costs

Travel will be proposed and billed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by General Services administration (GSA), unless otherwise specified in the contract.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Environmental Services 2017-2020

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA));
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C.

4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy

American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland “Anti-Kickback” Act.

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:

(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:

(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)

NHNG Green Procurement Plan

Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)

NHARNG Hazardous Waste Management Plan

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 AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. is a Nevada Profit Corporation registered to transact business in New Hampshire on July 20, 2001. 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: 375985



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

"CORPORATE CERTIFICATE"

I, Bradley J. Knight, (name) hereby certify that I am the duly elected Secretary (corporate title) of Amec Foster Wheeler Environment & Infrastructure, Inc.

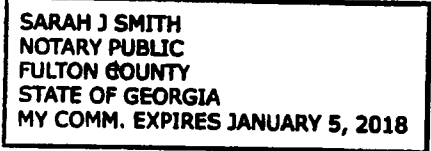
I hereby certify that Kirsteen Toro is duly authorized to provide a qualification package, negotiate compensation rates, and enter into a specific contract namely "Environmental Services 2017-2020" with the State of New Hampshire, Adjutant General's Department and further authorized to execute any documents which may in her judgment, be desirable or necessary.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of 7 August 2017 and that Kirsteen Toro is a Vice President, Operations Manager of this Corporation.



ATTEST: [Signature]
(Corporate Secretary)

DATE: 8-8-17



ATTEST: [Signature]
(Notary Public)

COMMISSION EXPIRES: 1-5-2018

DATE: 8-8-17

NOTARY SEAL

(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX .)

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



Wednesday, November 09, 2016

AMEC FOSTER WHEELER ENVIRONMENT INFRA
1105 LAKEWOOD PARKWAY STE 300
ALPHARETTA GA 30009-

CERTIFICATE

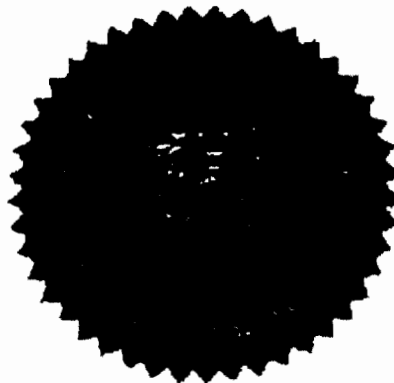
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

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 # 01128





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2017

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 Construction Risk Partners a JLT Group Company Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 | 1-908-566-1010 | CONTACT NAME: Lauren Bowman PHONE (A/C, No, Ext): 908-566-1010 FAX (A/C, No): 908-566-1020 E-MAIL ADDRESS: amecfw@constructionriskpartners.com | | | | | | | | | | | | | | |
|---|----------------|--|-------------------------------|--------|----------------------------|-------|-------------------------------|-------|-----------------------------------|-------|------------|--|------------|--|------------|--|
| INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 271 Mill Road Chelmsford, MA 01824 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER C: AMERICAN ZURICH INS CO</td> <td>40142</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ACE AMER INS CO | 22667 | INSURER B: ZURICH AMER INS CO | 16535 | INSURER C: AMERICAN ZURICH INS CO | 40142 | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER E: | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 50574959

REVISION NUMBER:

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

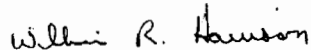
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | HDO G27851162 | 05/01/17 | 05/01/18 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | BAP 9483148-06 | 05/01/17 | 05/01/18 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 3504866-16 | 05/01/17 | 05/01/18 | <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 |
| C | | | | WC 3867133-10 | 05/01/17 | 05/01/18 | |

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

Re: Environmental Services 2017-2020 Contract
Project Completion Date: June 30, 2020
Evidence of insurance.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| New Hampshire Adjutant General's Department 1 Minuteman Way Concord, NH 03301 USA | 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  |

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Search Results

Current Search Terms: "amec foster wheeler environment & infrastructure inc.*"

Your search for ""amec foster wheeler environment & infrastructure inc."" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record

Status

By Record

Type

AMEC Foster Wheeler debarment

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 038086125
Has Active Exclusion?: No
Expiration Date: 07/31/2018
Purpose of Registration: All Awards

CAGE Code: 1U1W8
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 791140940
Has Active Exclusion?: No
Expiration Date: 05/01/2018
Purpose of Registration: All Awards

CAGE Code: 5LU89
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 009643354
Has Active Exclusion?: No
Expiration Date: 05/01/2018
Purpose of Registration: All Awards

CAGE Code: 1SVL3
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 605602747
Has Active Exclusion?: No
Expiration Date: 12/13/2017
Purpose of Registration: All Awards

CAGE Code: 3C2S6
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 15466494
Has Active Exclusion?: No
Expiration Date: 10/27/2017
Purpose of Registration: All Awards

CAGE Code: 372Q6
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**

DUNS: 069412794
Has Active Exclusion?: No
Expiration Date: 12/13/2017
Purpose of Registration: All Awards

CAGE Code: 1V1F0
DoDAAC:
Debt Subject to Offset? No

Entity Amec Foster Wheeler Environment & Infrastructure, Inc. Status: **Active**