



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

4/29/13 11:46 AM DMS

4/14/13 8:36 AM DMS



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*Celebrating 25 Years of Protecting
New Hampshire's Environment*

April 30, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend contract #1017153 with Weston Solutions, Inc., Concord, NH (vendor code #175179) for additional cleanup activities at the Savage Municipal Water Supply Well Superfund Site, by increasing the contract amount by \$175,000.00 from \$5,071,000.00 to 5,246,000.00, effective upon Governor and Council approval through June 30, 2015. The original contract was approved on July 13, 2011 item #53. Funding is 100% Federal.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-444010-2590-0102-500731	\$175,000
Dept Environmental Services, CERCLA Programs, Contracts for Program Services	

EXPLANATION

The purpose of the requested action is to have Weston conduct a feasibility study of the deep bedrock at the Savage Municipal Water Supply Well Superfund Site (Site). The contract was originally approved by G&C on July 13, 2011, item #53, and amended on February 8, 2012, item #56, March 28, 2012, item #89, and October 17, 2012, item #64. Investigations conducted in early 2010 identified highly contaminated groundwater in the deep bedrock at the Site. Weston is currently completing the Remedial Investigation Report to develop a better understanding of deep bedrock contamination at the Site and evaluate the potential risk to nearby residential bedrock water supply wells. The goal of the feasibility study tasks covered under this amendment are to support the selection of an approach for cleaning up the contamination in the deep bedrock. The Site was added to the National Priorities List in September 1984 after the discovery of volatile organic contaminants in the Town of Milford water supply well.

The contract represents one of the five contracts DES currently maintains with engineering firms in connection with site investigations, groundwater monitoring, and remediation activities at contaminated sites. Maintaining on-going contracts with five different engineering firms provides the following benefits: (1) additional capabilities in staff and expertise to investigate and remediate contaminated sites; (2) flexibility in selecting the appropriate consultant at a given site depending on

site specific conditions; and (3) reduction in the likelihood of conflicts of interest between a consultant and owners/operators at a given site.

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

We respectfully request your approval.



Vicki V. Quiram
Assistant Commissioner

AMENDMENT #5 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Weston Solutions, Inc.** at Suite 100, 45 Constitution Drive, Concord, NH 03301 (the "Contractor").

WHEREAS, pursuant to an Agreement dated June 6, 2011, approved by the Governor and Executive Council on **July 13, 2011** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

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

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

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

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows:

Increase Item 1.8 Price Limitation of the Agreement by \$175,000 from \$5,071,000 to \$5,246,000.

2. Effective Date of Amendment.

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

3. Continuance of Contract.

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

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

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Vicki V. Quiram
Vicki V. Quiram
Assistant Commissioner

WESTON SOLUTIONS, INC.

By: Bruce A. Campbell
Bruce A. Campbell, P.E.
Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this 8th day of April 2012, Bruce A. Campbell, P.E., Vice President.



Felecia Doubleday
Notary Public/Justice of the Peace
Printed Name: FELECIA Doubleday
Commission Expires: 09-09-2014

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 5-6-13 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

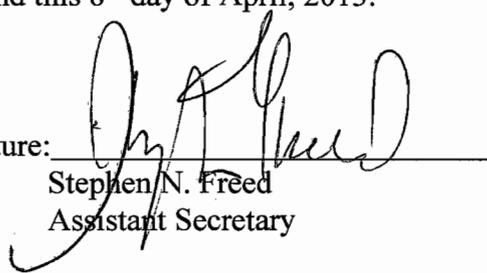
CERTIFICATE OF CORPORATE AUTHORITY

I certify William L. Robertson is Chief Executive Officer and President, Vincent A. Laino, Jr., is Senior Vice President and Chief Financial Officer and Bruce Campbell is Vice President of Weston Solutions, Inc. a Pennsylvania corporation (the "Company").

I further certify that pursuant to the Company's Approval Authority Operating Practice each of the aforementioned President, Chief Executive Officer, Chief Financial Officer and Vice President of the Company is authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Site Investigations, Remediation Design and Implementation Oversight, and Brownfields Assessment and Cleanup for the State of New Hampshire Department of Environmental Services and that all necessary corporate approvals have been obtained in relation thereto.

IN WITNESS THEREOF, I have set my hand this 8th day of April, 2013.

Signature: _____


Stephen N. Freed
Assistant Secretary

CORPORATE SEAL

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

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

57 Regional Drive

Concord, N.H. 03301-8518

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

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

Louise Lavertu • Executive Director

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



05 October, 2012

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

CERTIFICATE

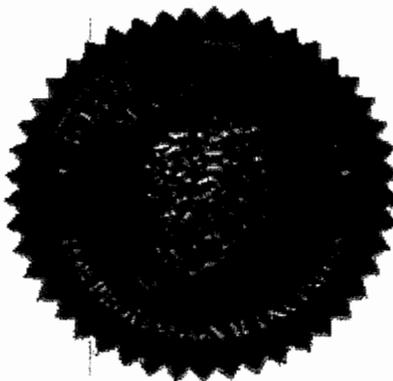
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2013** unless renewed by application prior to that date.

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

Board of Professional Engineers

Certificate # 00027





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2013

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

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

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360 J25367-GAWU-13-14	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Commerce And Industry Ins Co		19410
INSURER B: Liberty Insurance Corporation		42404
INSURER C: N/A		N/A
INSURER D:		
INSURER E: Liberty Mutual Fire Ins Co		23035
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-003406474-12 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		GL 3779410	01/15/2013	01/15/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input type="checkbox"/> RETENTION \$		A12-631-477160-043	01/15/2013	01/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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	WA2-Z3D-477160-013 (AOS) WC2-Z31-477160-053 (OR, WI)	01/15/2013	01/15/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Weston Solutions, Inc. 1400 Weston Way West Chester, PA 19380	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>
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 20, 2011

His Excellency, Governor John H. Lynch
 And the Executive Council
 State House
 Concord, New Hampshire 03301

APPROVED G & C

DATE 7/13/11
 ITEM # 53

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Weston Solutions, Inc. (Weston), Concord, NH, (VC#175179), in the amount of \$3,907,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites and Brownfields sites effective upon Governor and Council approval through June 30, 2015. 58% Federal Funds, 17% Other Funds (Hazardous Waste Cleanup Fund, Oil Pollution Control Fund, and Gasoline Remediation & Elimination Ethers Fund), and 25% General 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 2012-2015 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number	FY 2012	FY 2013	FY 2014	FY 2015	Totals
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$130,000.00
Gasoline Remediation & Elimination Ethers Fund 03-44-44-444010-1419-102-500731	\$70,000.00	\$70,000.00	\$40,000.00	\$30,000.00	\$210,000.00
Brownfields State Response 03-44-44-444010-2514-102-500731	\$60,000.00	\$75,000.00	\$50,000.00	\$75,000.00	\$260,000.00
CERCLA Programs 03-44-44-444010-2590-102-500731	\$150,000.00	\$150,000.00	\$350,000.00	\$250,000.00	\$900,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$25,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$315,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102-500731	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$1,100,000.00
CERCLA Maintenance 03-44-44-444010-2589-102-500731	\$57,000.00	\$195,000.00	\$370,000.00	\$370,000.00	\$992,000.00
	\$652,000.00	\$870,000.00	\$1,235,000.00	\$1,150,000.00	\$3,907,000.00

EXPLANATION

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields sites. Previously, in 1996, 1998, 2003, and 2007 the Governor and Council approved similar contracts to provide professional environmental services. The current four contracts expire on June 30, 2011. DES has completed a new qualifications-based selection process and Weston was selected as one of the vendors for a new four-year contract. The requested action will allow DES to continue to: 1) respond to emergencies caused by spills of petroleum or hazardous wastes; 2) investigate and remediate abandoned or delinquent contaminated sites within the state; and 3) fulfill the commitments of DES' EPA Brownfields Cooperative Agreements to assess and assist in the cleanup of eligible Brownfields sites.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of Weston will be available to assist DES in the investigation and remediation of contaminated sites such as Superfund sites and Brownfields sites where the responsible party is unknown or unable to perform the required work or is otherwise eligible to receive Brownfields assistance. This use of professional engineering services allows DES to obtain the required data and identify the appropriate remedy to accelerate the required cleanup action, protect public health, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

Depending on the site-specific needs of each Weston assignment, the work scopes could involve activities such as: site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

In August 2010, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received twelve qualification packages which were reviewed and evaluated by a seven-member DES evaluation committee. The group of twelve firms was reduced to seven firms based on detailed evaluations and determination of engineering capabilities, experiences, and resources in New Hampshire. DES interviewed the top seven firms in November 2010. Each firm was provided the opportunity to present its proposed project team, summarize its approach to this contract, and present responses to a number of standard and firm-specific questions provided by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the seven firms as follows.

- GZA GeoEnvironmental, Inc. 648.5
- Weston Solutions, Inc. 627.0
- Sanborn Head & Associates 610.0
- GeoInsight, Inc 574.5
- Ransom Environmental Consultants, Inc. 556.0

- Nobis Engineering, Inc. 537.0
- Comprehensive Environmental, Inc. 482.0

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

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

DES has negotiated scopes-of-work, multipliers and prices with Weston for the proposed environmental work and reached an agreement on the contract terms and conditions. The detailed labor rates, indirect cost and profit mark-ups, and other direct costs, are contained in the Weston proposal. 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 Cost Estimate.

We respectfully request your approval.


Thomas S. Burack
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">DEPARTMENT OF ENVIRONMENTAL SERVICES</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">29 HAZEN DRIVE, PO BOX 95, CONCORD, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">WESTON SOLUTIONS, INC.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">SUITE 100, CONSTITUTION DRIVE, CONCORD, NH 03301</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-656-5400</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">SEE EXHIBIT "B"</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">JUNE 30, 2015</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$3,907,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">STEVEN A. CROCE, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">BRUCE A. CAMPBELL, P.E., PRINCIPAL</div>	
1.13 Acknowledgement: State of New Hampshire , County of Merrimack On June 6th 2011 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="border: 1px solid black; padding: 2px;">[Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">Lisa E Phillips LISA E. PHILLIPS, Notary Public My Commission Expires February 13, 2013</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">THOMAS S. BURACK, COMMISSIONER</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6-13-2011			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

Contractor Initials BK
Date 6-6-11

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION –REMEDIATION DESIGN – REMEDIAL
ACTION IMPLEMENTATION

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

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

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

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

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	\$130,000.00
Gasoline Remediation & Elimination Ethers Fund 03-44-44-444010-1419	\$210,000.00
Brownfields State Response 03-44-44-444010-2514	\$260,000.00
CERCLA Programs 03-44-44-444010-2590	\$900,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010- 5392	\$315,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323	\$1,100,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$992,000.00
	\$3,907,000.00

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 for each assignment and shall contain at minimum the following standard information:

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

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

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

III. Payments to Weston

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

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

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

IV. Salary Rate Adjustment

It is understood that the salary rates provided in this contract shall be effective through June 30, 2013. A salary rate adjustment will be negotiated between the firm and NHDES and the adjusted rates, once agreed to, will be effective July 1, 2013 through the end of the contract, June 30, 2015.

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 6/2/2011		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 45 Constitution Avenue, Suite 100 Concord, NH 03301		6. TYPE OF SERVICE TO BE FURNISHED Site Investigation, Remediation Design and Implementation Oversight and Brownfields Assessment and Cleanup Services at various Sites		
PART II - COST SUMMARY				
7. DIRECT LABOR	Est Hours	Hourly Rate	Est Cost	TOTALS
Principal	24	\$ 74.63	\$ 1,791	
Project Manager	2,000	\$ 42.34	\$ 84,680	
Engineer I	240	\$ 23.60	\$ 5,664	
Engineer II	240	\$ 33.46	\$ 8,030	
Engineer III	320	\$ 49.29	\$ 15,773	
Geologist I	1,920	\$ 24.84	\$ 47,693	
Geologist II	4,800	\$ 27.79	\$ 133,392	
Geologist III	3,200	\$ 39.50	\$ 126,400	
Scientist I	1,200	\$ 20.40	\$ 24,480	
Scientist II	1,200	\$ 27.44	\$ 32,928	
Scientist III	1,500	\$ 37.32	\$ 55,980	
Technician	1,800	\$ 23.12	\$ 41,616	
Drafter (CAD)	2,400	\$ 30.65	\$ 73,560	
Admin/Word Processor	1,600	\$ 24.10	\$ 38,560	
CIH/Safety Professional	240	\$ 51.65	\$ 12,396	
IT Specialist	200	\$ 34.88	\$ 6,976	
Subcontracts Manager	480	\$ 44.39	\$ 21,307	
Sr. Technical Manager	80	\$ 53.73	\$ 4,298	
DIRECT LABOR TOTAL:			\$ 735,525	
8. INDIRECT COSTS	Rate	x Base =	Est. Cost	
Indirect Costs	1.82	\$ 735,525	\$ 1,338,655	
INDIRECT COSTS TOTAL:			\$ 1,338,655	
9. OTHER DIRECT COSTS:			Est. Cost	
a. TRAVEL				
(1) Transportation			\$ 75,000	
(2) Per Diem & Lodging				
TRAVEL SUBTOTAL:			\$ 75,000	
b. EQUIPMENT, MATERIALS, SUPPLIES:			\$ 250,000	
EQUIPMENT SUBTOTAL:			\$ 250,000	
c. SUBCONTRACTS:				
Laboratory Analyses			\$ 440,000	
Drilling Services			\$ 500,000	
Excavation/Waste Disposal			\$ 150,000	
SUBCONTRACTS SUBTOTAL:			\$ 1,090,000	
d. OTHER:				
OTHER SUBTOTAL:			\$ -	
e. OTHER DIRECT COSTS TOTAL:			\$ 1,415,000	
10. TOTAL ESTIMATED COST			\$ 3,489,180	
11. PROFIT			\$ 417,820	
12. TOTAL PRICE			\$ 3,907,000	

EPA Form 5700-41 (2-76)

Exhibit C
Special Provisions

13. INDEMNIFICATION *Revision:*

13.1 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, and 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 **negligent, reckless, or wrongful** 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 is hereby reserved to the State. This covenant shall survive the termination of this agreement.

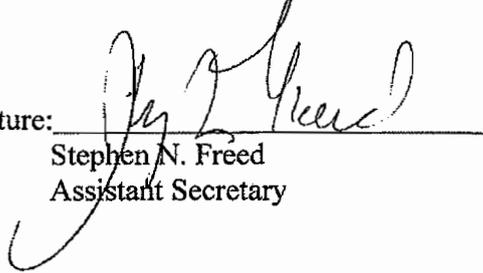
CERTIFICATE OF CORPORATE AUTHORITY

I certify Patrick G. McCann is Chief Executive Officer and President, Vincent A. Laino, Jr., is Chief Financial Officer and Bruce Campbell is Vice President of Weston Solutions, Inc. a Pennsylvania corporation (the "Company").

I further certify that pursuant to the Company's Approval Authority Operating Practice each of the aforementioned President, Chief Executive Officer, Chief Financial Officer and Vice President of the Company is authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the New Hampshire Department of Environmental Services – Site Investigation and Remediation and that all necessary corporate approvals have been obtained in relation thereto.

IN WITNESS THEREOF, I have set my hand this 25th day of May 2011.

Signature: _____


Stephen N. Freed
Assistant Secretary

CORPORATE SEAL

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of May, A.D. 2011

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

William M. Gardner
Secretary of State

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

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

LOUISE LAVERTU
EXECUTIVE DIRECTOR

Telephone 603-271-2219
Fax 271-7928 • 271-6990

PROFESSIONAL ENGINEERS
ARCHITECTS
LAND SURVEYORS
FORESTERS
PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS



Friday, September 10, 2010

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

CERTIFICATE

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

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

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

Board of Professional Engineers

Certificate # 00027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2011

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

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

PRODUCER MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360		CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FAX (A/C, No):																									
J25367-ALL-GAWUP-11-12 INSURED WESTON SOLUTIONS, INC. ATTN: SUSAN HIPPI-LUDWICK, RISK MANAGER 1400 WESTON WAY WEST CHESTER, PA 19380		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr><td>INSURER A:</td><td>Commerca And Industry Ins Co</td><td>NAIC #</td><td>19410</td></tr> <tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td></td><td>42404</td></tr> <tr><td>INSURER C:</td><td>N/A</td><td></td><td>N/A</td></tr> <tr><td>INSURER D:</td><td>N/A</td><td></td><td>N/A</td></tr> <tr><td>INSURER E:</td><td>Liberty Mutual Fire Ins Co</td><td></td><td>23035</td></tr> <tr><td>INSURER F:</td><td></td><td></td><td></td></tr> </table>		INSURER A:	Commerca And Industry Ins Co	NAIC #	19410	INSURER B:	Liberty Insurance Corporation		42404	INSURER C:	N/A		N/A	INSURER D:	N/A		N/A	INSURER E:	Liberty Mutual Fire Ins Co		23035	INSURER F:			
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INSURER D:	N/A		N/A																								
INSURER E:	Liberty Mutual Fire Ins Co		23035																								
INSURER F:																											

COVERAGES **CERTIFICATE NUMBER:** CLE-002803946-27 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> PER PROJECT AGGREGATE GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL 3779410	01/15/2011	01/15/2012	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
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		AS2-Z31-477160-041	01/15/2011	01/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
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	WC7-Z3D-477160-011 (AOS) WC2-Z31-477160-051 (OR)	01/15/2011 01/15/2011	01/15/2012 01/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: SITE INVESTIGATION AND REMEDIATION. THE STATE OF NEW HAMPSHIRE IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ATN: TALCOTT HUBBARD 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. Donna Clampitt <i>Donna Clampitt</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2011

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

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

PRODUCER MARSH USA INC. TWO LOGAN SQUARE 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: _____ PRODUCER CUSTOMER ID #: _____															
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INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** CLE-002803331-27 **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 (SU) BR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPIOP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ 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 DEDUCTIBLE \$ _____ RETENTION \$ _____		PROU 14999814	01/15/2011	01/15/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: SITE INVESTIGATION AND REMEDIATION

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
 ATN: TALCOTT HUBBARD
 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.
 Donna Clamplitt *Donna Clamplitt*

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ATTACHMENT A

List of Seven Highest Ranked Firms Based on RFQ and Interview Scoring

Firm Name	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL SCORE
GZA GeoEnvironmental, Inc	80.0	95.0	96.0	98.0	90.5	94.0	95.0	648.5
Weston Solutions	81.0	96.0	89.0	91.0	88.0	89.0	93.0	627.0
Sanborn Head Associates	80.0	92.0	82.0	95.0	87.0	87.0	87.0	610.0
GeoInsight, Inc.	69.0	90.0	91.0	89.0	83.5	74.0	78.0	574.5
Ransom Environmental Consultants	74.0	91.0	69.0	89.0	80.0	78.0	75.0	556.0
Nobis Engineering Comprehensive Environmental Inc.	75.0	90.0	77.0	70.0	75.0	70.0	80.0	537.0
ATC Associates	69.0	87.0	86.0	70.0	65.0	66.0	59.0	482.0
Not selected for interview								
Loureiro Engineering Associates, Inc.	Not selected for interview							
KAS Envir. & Geological Consulting	Not selected for interview							
Terracon	Not selected for interview							
Tyree Environmental Corp.	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	35+ Years Experience
Kenneth N. Kettinger, Ph.D., P.G.	Hydrogeologist V	40+ Years Experience
Sarah Y. Kim, P.G.	Hydrogeologist IV	16 Years Experience
Frederick J. McGarry, P.E., DEE	Assistant Director	40+ Years Experience
Talcott Hubbard, P.E.	Civil Engineer V	28 Years Experience
John M. Regan, P.G.	Hydrogeologist V	35+ Years Experience
H. Keith DuBois, P.G.	Hydrogeologist IV	25 Years Experience