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171 MLC

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

May 14, 2019

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

## REQUESTED ACTION

1. Pursuant to RSA 4:8, Gifts to the State, authorize the Department of Administrative Services to accept an additional donation of \$26,000 for a revised total of \$126,000 from the United States Environmental Protection Agency (EPA) in the form of a payment to Nobis Engineering, Inc., to conduct additional testing as part of a Targeted Brownfields environmental assessment of the Lakes Region Property formerly known as the Laconia State School on Route 106 in Laconia (Property). The Governor and Council approved the original request on October 31, 2018, item 95.

2. Pursuant to the approval of Requested Action #1 above, the Department of Administrative Services is requesting further authorization to amend Consent for Access to Property Agreements with the United States Environmental Protection Agency and their contractor, Nobis Engineering Inc., by extending the completion date from June 30, 2019 to September 20, 2019 and increasing the scope of work for additional environmental assessment testing.

## EXPLANATION

In accordance with Chapter 340, Laws of 2017, the Lakeshore Redevelopment Planning Commission was established to study the former Laconia State School Property and "identify potential development alternatives for the purpose of developing the state-owned property for self-sustaining economic development and job creation for the benefit of the city of Laconia, Belknap County and the State of New Hampshire." One of the major obstacles and risks for redeveloping the property is determining the extent of potential

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
May 14, 2019  
Page 2 of 2

environmental hazards on the property especially those identified in a Phase I site assessment in 2010.

Nobis Engineering recently completed a partial phase II assessment and we are requesting that the State approve the additional payment to Nobis Engineering, Inc., to complete additional testing of gap areas identified in the initial phase II environmental assessment and extend the contract completion date to September 20, 2019.

The EPA is offering an additional amount of their Targeted Brownfield grant funds to Nobis Engineering, Inc., to complete additional environmental testing. The additional environmental testing includes two days of test pit explorations and associated soil sampling to further evaluate the extent of identified areas of fill materials and a new location of interest identified in the eastern undeveloped portion of the property. Associated laboratory analyses include volatile organic compounds, semi volatile organic compounds, total petroleum hydrocarbons, polychlorinated biphenyls and 13 other priority pollutant metals.

Respectfully Submitted,



Charles M. Arlinghaus  
Commissioner

**TARGETED BROWNFIELDS ASSESSMENT**

**CONSENT FOR ACCESS TO PROPERTY**

Lakes Region Facility, Laconia

**NAME:**

State of New Hampshire

**PROPERTY:**

Parcel of land approximately 200 acres bounded on three sides by NH Route 106, Meredith Center Road, and Eastman Road

**ADDRESS OF PROPERTY:**

Lakes Region Facility  
1 Right Way Path (NH Route 106)  
Laconia, New Hampshire

I (We) consent to the officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives of the United States Environmental Protection Agency (EPA) entering and having access to the above-referenced Property (with the exclusion of buildings and structures on the Property) subject to the terms set forth in the attached letter from EPA dated May 6, 2019 for the sole purpose of conducting additional site investigation work under the current Targeted Brownfields Assessment (the "Assessment"), which may include, and shall be limited to, any or all of the following activities:

- Conducting ground penetrating radar survey
- Conducting test pit investigations
- Collecting and analyzing surface soil samples
- Drilling and monitoring groundwater wells
- Collecting and analyzing ground water samples
- Taking Photographs

I (We) realize that these actions by the EPA are undertaken pursuant to EPA's authority under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. 9601 et. seq.).


This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) September 20, 2019.

I (We) give this written permission voluntarily with knowledge of my (our) right to refuse and rescind such permission at any time.

Targeted Brownfields Assessment  
Consent for Access to Property  
Lakes Region Facility, Laconia, NH

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

Date: 5-16-19

By: 

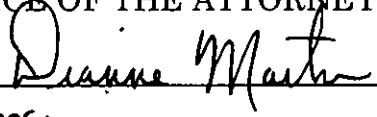
Name: Charles Arlinghaus

Title: Commissioner

Address: 25 Capitol St  
CONCORD NH 03301

Phone: 603-271-3201

OFFICE OF THE ATTORNEY GENERAL

By:   
*Assoc.*  
Sr. Assistant Attorney General

On: 5/21/19

The foregoing agreement was approved  
by the Governor and Council

On \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

May 6, 2019

Mike Connor  
State of New Hampshire  
Department of Administrative Services  
25 Capital Street, Room 112  
Concord, NH 03301

Re: Request for Access to Property for Targeted Brownfield Assessment

Dear Mr. Connor:

The United States Environmental Protection Agency ("EPA") respectfully requests permission for EPA, its agents, and other authorized representatives to have additional access to property owned by the State of New Hampshire ("State") located at 1 Right Way Path, Laconia, NH and known as the Lakes Region Facility (the "Property").

EPA requests access to the Lakes Region Facility to perform additional site investigation work under the current Targeted Brownfields Assessment, through its contractor Nobis Engineering, Inc. This additional work will help fill data gaps in the investigation and further assist the state in decision making for reuse of the property. EPA understands access will not be provided for any building or structure located at the Lakes Region Facility. The Assessment will continue to be performed in compliance with Targeted Brownfields Assessment TASK ORDER #108-SIBZ-0100 and will include the following activities:

- conducting test pit investigations,
- collecting and analyzing surface and subsurface soil samples
- drilling and monitoring groundwater wells
- collecting and analyzing groundwater samples, and
- taking photographs.

EPA's Targeted Brownfields Assessment (TBA) program helps states, tribes, and municipalities minimize the uncertainties of contamination often associated with Brownfields. This program supplements other efforts under the Brownfields program to promote the cleanup and redevelopment of brownfields. TBAs are considered a grant of services and are conducted by an EPA contractor. Services include site assessments, cleanup options and cost estimates, and community outreach. The purpose of a TBA is to minimize the uncertainties surrounding the actual or perceived contamination associated with these sites.

EPA agrees that 1) an authorized State representative shall be present for all site visits or work on or within the Property; 2) the State may terminate its permission for access at any time upon providing written notice to EPA; 3) EPA (or its contractor) shall notify the State at least (3) days in advance of any visit to or site work to be performed on the Property; 4) an authorized State representative will be notified and invited to attend any planned meeting pursuant to the task order referenced above; and 5) EPA or its contractor will provide to the State draft and draft-final copies, for review and comment, and final copies of the work plan/QAPP and the TBA Report at least one business day prior to sharing or distribution to any third party.

Please signify the State's consent to access by signing the attached document and returning it to me by email at [peterson.alan@epa.gov](mailto:peterson.alan@epa.gov) or at the following address:

Alan Peterson, Project Officer  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100 (OSRR07-2)  
Boston, MA 02109-3912

If you have any questions, I can be reached at 617-918-1022 or at the email address above.

Sincerely,



Alan Peterson  
Brownfields Project Officer  
Office of Site Remediation and Restoration

Enclosure

**Consent for Access to Property Amendment**  
**Brownfields Partial Phase II Environmental Assessment, Nobis Engineering, Inc.**

It is hereby agreed that the Consent for Access to Property that was part of a contract approved by NH Governor and Council on October 31, 2018 between United States Environmental Protection Agency, as "EPA" and the Department of Administrative Services as "State", for a Brownfields partial phase II environmental site assessment at the Lakes Region Facility (formerly known as the Laconia State School), is amended as follows:

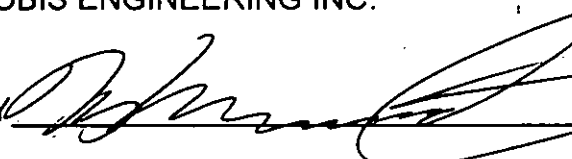
1. Delete Paragraph 4 in its entirety and replace it with the following:
  4. This Agreement shall automatically terminate upon the earlier of (a) the completion of the Assessment or (b) September 20, 2019.
2. Add the following to the Targeted Brownfields Assessment Amended Statement of Work Task Order# 108-SIBZ-0100:

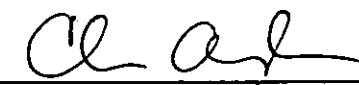
Two days of additional test pit explorations and associated soil sampling to further evaluate extent of identified areas of fill materials and new locations of interest identified in the eastern undeveloped portion of the property. Associated laboratory analyses include volatile organic compounds, semivolatile organic compounds, total petroleum hydrocarbons, polychlorinated biphenyls, and 13 Priority Pollutant metals.

3. All other provisions of that certain service agreement, approved by Governor and Council on October 31, 2018, shall remain in full force and effect.

NOBIS ENGINEERING INC.

STATE OF NEW HAMPSHIRE

BY   
Kenneth R. Koornneef, PE

BY   
Charles Arlinghaus

(Print Name)

(Print Name)

Title: President/CEO

Title: Commissioner

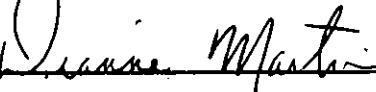
Date: 5/2/19

Date: 5/16/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 2<sup>nd</sup> day of May,  
2019, there appeared before me, in the  
State and county foresaid a person who  
satisfactorily identified himself as

BY:   
Dianne Martin  
(Print Name)

Kenneth Koornneef, and

Title: Assoc Atty General

acknowledged that he executed this document indicated above.

Date: 5/21/19

In witness thereof, I hereunto set my hand and official seal.

Joanna Eddy  
Notary Public/Justice of the Peace

My Commission Expires:

JOANNA B. EDDY, Notary Public  
My Commission Expires December 23, 2019 12/23/19  
(Date)

The foregoing contract amendment was approved by Governor and Council of New Hampshire on:

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_



**Action by Unanimous Written Consent of the  
Board of Directors of Nobis Engineering, Inc.  
(Contract Authority)**

The undersigned, being all of the directors of Nobis Engineering, Inc., a New Hampshire corporation (the "Corporation") hereby adopt the following resolutions by unanimous written consent. The following resolutions hereby adopted have the same force and effect as such resolutions would have if adopted at a duly convened meeting of the Board of Directors of the Corporation, and shall also serve to ratify, confirm and approve all actions heretofore taken by the Corporation with respect to the consummation of the transactions authorized below:

**RESOLVED:** That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments, and is further authorized to execute any such related documents and certificates on behalf of the Corporation, which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

**RESOLVED:** That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the United States Federal Government, any State or municipality in the United States and any and all subdivisions, agencies, bureaus, authorities or departments of any of the foregoing, and is further authorized to execute any such related documents and certificates which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

**RESOLVED:** That the Unanimous Written Consent of Chief Executive Officer and Sole Director in Lieu of Special Meeting of the Board of Directors, dated May 10, 2010, regarding "GENERAL CONTRACT SIGNATORY AUTHORITY PER COMPANY PROJECT", as thereafter amended or restated prior to the effective date hereof, is hereby amended and restated in its entirety as follows: From the effective date of these consent resolutions and continuing until the authority hereby granted is revoked or modified by subsequent action of the Corporation's board of directors, that the following officers are hereby each authorized and empowered, acting singly or together, to enter into, execute and deliver contracts and agreements on behalf of the Corporation with existing or new private customers of the Corporation, who are not federal, state or municipal customers, for services to be rendered by the Corporation in the ordinary course of the Corporation's business and within the Corporation's ordinary geographic market area, without the further prior consent of any other Corporation officer or the Corporation's board of directors, provided that such respective contract approval and signatory authority for the respective officers shall not exceed the aggregate maximum per project contract

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
Kenneth R. Koornneef, as CEO and/or as President	Unlimited Authority
Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer	Unlimited Authority
Peter W. Delano, as Senior Vice President	\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

April 23, 2018  
Date

April 4, 2018  
Date

DIRECTORS:

Kirk B. Leoni  
Kirk B. Leoni, Director

Roseline H. Bougher  
Roseline H. Bougher, Director  
Abhijit Nobis  
Abhijit Nobis, Director

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
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Peter W. Delano, as Senior Vice President	\$250,000 per Project

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**DIRECTORS:**

\_\_\_\_\_  
Date  
*April 24, 2018*  
\_\_\_\_\_  
Date  
*April 4, 2018*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirk B. Leoni, Director  
*Roseline Bougher*  
\_\_\_\_\_  
Roseline H. Bougher, Director  
*Abhijit Nobis*  
\_\_\_\_\_  
Abhijit Nobis, Director



May 2, 2019

Mr. Michael Connor  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street, Room 417  
Concord, NH 03301

Dear Mr. Connor:

The certificate of authority approved by the Board of Directors on April 4, 2018 is still in effect and such authority has not been repealed, rescinded, or amended.

Sincerely,

**Nobis Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'Nannu Nobis', written over a horizontal line.

Nannu Nobis, P.E.

Secretary

# State of New Hampshire

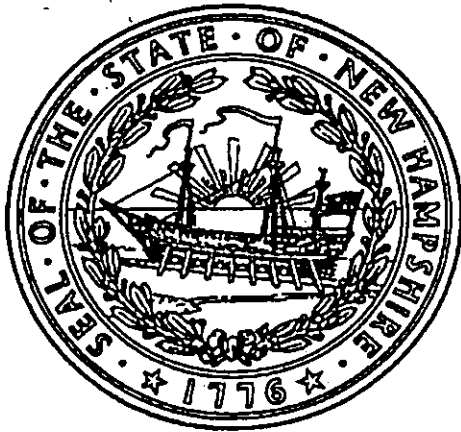
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: 140923

Certificate Number : 0004514288



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of May A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2018

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

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

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company A(XV)</td> <td></td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Insurance Company A(XV)</td> <td></td> <td>35289</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company A+ (XV)</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER D: Beazley Syndicate 2623/623 at Lloyd's A+, XV</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Valley Forge Insurance Company A(XV)		20508	INSURER B: Continental Insurance Company A(XV)		35289	INSURER C: Hartford Casualty Insurance Company A+ (XV)		29424	INSURER D: Beazley Syndicate 2623/623 at Lloyd's A+, XV			INSURER E:			INSURER F:	
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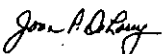
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 VWD	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6043450373	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6043450339	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6043450356	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	08WEGEK8600	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			W2030E180401	09/30/2018	09/30/2019	Per Claim \$ 2,000,000
D	& Pollution			W2030E180401	09/30/2018	09/30/2019	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

Project No.93000.00 Name: LRPC Brownfields 2016  
  
Lakes region Planning Commission (LRPC) shall be listed as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. A 10 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Lakes Region Planning Commission Attn: Jeffrey R. Hayes, MRP Huminston Building 103 Main Street, Suite #3 Meredith, NH 03253	<b>CANCELLATION</b>  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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State of New Hampshire  
 DEPARTMENT OF ADMINISTRATIVE SERVICES  
 OFFICE OF THE COMMISSIONER  
 25 Capitol Street - Room 120  
 Concord, New Hampshire 03301

#95  
 10/31/18

Charles M. Arlinghaus  
 Commissioner  
 (603)-271-3201

Joseph B. Bouchard  
 Assistant Commissioner  
 (603)-271-3204

Catherine A. Keane  
 Deputy Commissioner  
 (603)-271-2059

October 8, 2018

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

**REQUESTED ACTION**

1. Pursuant to RSA 4:8, Gifts to the State, authorize the Department of Administrative Services to accept a donation from the United States Environmental Protection Agency (EPA) in the form of a payment of \$100,000 to Nobis Engineering, Inc. to conduct a Targeted Brownfields Environmental Assessment of the Lakes Region Property formerly known as the Laconia State School on Route 106 in Laconia (Property).
2. Pursuant to the approval of Requested Action #1 above, further authorization is requested for the Department of Administrative Services to enter into a Consent for Access to Property Agreements with the United States Environmental Protection Agency (EPA) and Nobis Engineering Inc., detailing mutual covenants, conditions, and agreements to allow Nobis Engineering Inc. to conduct a Targeted Brownfields environmental assessment of the Property effective upon Governor and Council through the completion of the assessment not to exceed June 30, 2019.

**EXPLANATION**


In accordance with Chapter 340, Laws of 2017, the Lakeshore Redevelopment Planning Commission has been established to study the former Laconia State School Property and "identify potential development alternatives for the purpose of developing the state-owned property for self-sustaining economic development and job creation for the benefit of the city of Laconia, Belknap County and the State of New Hampshire." One of the major obstacles and risks for redeveloping the Property is determining the extent of potential environmental hazards on the Property, especially those identified in a Phase I site assessment in 2010. The EPA is offering to conduct through its local consultant a Targeted Brownfields Assessment of the Property that will benefit the State of New Hampshire through further investigation and identification of these potential environmental hazards. The Targeted

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 8, 2018  
Page 2 of 2

Brownfields Assessment will include the following: ground penetrating radar surveys, test pit investigations, surface soil sampling, drilling and monitoring wells, collecting and analyzing ground water samples, and taking photographs.

The EPA has contracted with Nobis Engineering Inc., to conduct the testing. Administrative Services personnel will be present during any field activities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus". The signature is fluid and cursive, with a large initial "C" and "A".

Charles M. Arlinghaus  
Commissioner



**TARGETED BROWNFIELDS ASSESSMENT**

**CONSENT FOR ACCESS TO PROPERTY**

Lakes Region Facility, Laconia

**NAME:**

State of New Hampshire

**PROPERTY:**

Parcel of land approximately 200 acres bounded on three sides by NH Route 106, Meredith Center Road, and Eastman Road

**ADDRESS OF PROPERTY:**

Lakes Region Facility  
1 Right Way Path (NH Route 106)  
Laconia, New Hampshire

I (We) consent to the officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives of the United States Environmental Protection Agency (EPA) entering and having access to the above-referenced Property (with the exclusion of buildings and structures on the Property) subject to the terms set forth in the attached letter from EPA dated October 4, 2018 for the sole purpose of conducting a Targeted Brownfields Assessment (the "Assessment"), which may include, and shall be limited to, any or all of the following activities:

- Conducting ground penetrating radar survey
- Conducting test pit investigations
- Collecting and analyzing surface soil samples
- Drilling and monitoring groundwater wells
- Collecting and analyzing ground water samples
- Taking Photographs

I (We) realize that these actions by the EPA are undertaken pursuant to EPA's authority under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. 9601 et. seq.).

This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) June 30, 2019.

I (We) give this written permission voluntarily with knowledge of my (our) right to refuse and rescind such permission at any time.

Targeted Brownfields Assessment  
Consent for Access to Property  
Lakes Region Facility, Laconia, NH

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

Date: 10/9/18

By: 

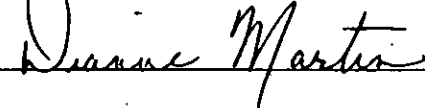
Name: Charles Arlinghaus

Title: Commissioner

Address: 25 Capitol St  
Concord NH 03301

Phone: 603-271-3201

OFFICE OF THE ATTORNEY GENERAL

By: 

Sr. Assistant Attorney General

On: 10/11/18

The foregoing agreement was approved  
by the Governor and Council

On OCT 31 2018, 2018.

Signed: 

**DEPUTY SECRETARY OF STATE**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

October 4, 2018

Mike Connor  
State of New Hampshire  
Department of Administrative Services  
25 Capital Street, Room 112  
Concord, NH 03301

Re: Request for Access to Property for Targeted Brownfield Assessment

Dear Mr. Connor:

The United States Environmental Protection Agency ("EPA") respectfully requests permission for EPA, its agents, and other authorized representatives to have access to property owned by the State of New Hampshire ("State") located at 1 Right Way Path, Laconia, NH and known as the Lakes Region Facility (the "Property").

EPA requests access to the Lakes Region Facility to perform a Targeted Brownfields Assessment, through its contractor Nobis Engineering, Inc. EPA understands access will not be provided for any building or structure located at the Lakes Region Facility. The Assessment will be performed in compliance with Targeted Brownfields Assessment TASK ORDER #108-SIBZ-0100 and will include the following activities:

- conducting ground penetrating radar survey,
- conducting test pit investigations,
- collecting and analyzing surface soil samples,
- drilling and monitoring groundwater wells,
- collecting and analyzing ground water samples, and
- taking photographs.

EPA's Targeted Brownfields Assessment (TBA) program helps states, tribes, and municipalities minimize the uncertainties of contamination often associated with Brownfields. This program supplements other efforts under the Brownfields program to promote the cleanup and redevelopment of brownfields. TBAs are considered a grant of services and are conducted by an EPA contractor. Services include site assessments, cleanup options and cost estimates, and community outreach. The purpose of a TBA is to minimize the uncertainties surrounding the actual or perceived contamination associated with these sites.

EPA agrees that 1) an authorized State representative shall be present for all site visits or work on or within the Property; 2) the State may terminate its permission for access at any time upon providing written notice to EPA; 3) EPA (or its contractor) shall notify the State at least (3) days in advance of any visit to or site work to be performed on the Property; 4) an authorized State representative will be notified and invited to attend any planned meeting pursuant to the task order referenced above; and 5) EPA or its contractor will provide to the State draft and draft-final copies, for review and comment, and final copies of the work plan/QAPP and the TBA Report at least one business day prior to sharing or distribution to any third party.

Please signify the State's consent to access by signing the attached document and returning it to me by email at [peterson.alan@epa.gov](mailto:peterson.alan@epa.gov) or at the following address:

Alan Peterson, Project Officer  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100 (OSRR07- 2)  
Boston, MA 02109-3912

If you have any questions, I can be reached at 617-918-1022 or at the email address above.

Sincerely,



Alan Peterson  
Brownfields Project Officer  
Office of Site Remediation and Restoration

Enclosure

## **CONSENT FOR ACCESS TO PROPERTY**

Lakes Region Facility, Laconia

**NAME:** State of New Hampshire

**PROPERTY:** Parcel of land approximately 200 acres bounded on three sides by NH Route 106, Meredith Center Road, and Eastman Road

**ADDRESS OF PROPERTY:** Lakes Region Facility  
1 Right Way Path (NH Route 106)  
Laconia, New Hampshire

I (We) consent to the officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives of Nobis Engineering Inc., (Contractor) entering and having continued access to the above-referenced Property subject to the terms and conditions set forth herein for the sole purpose of conducting a Targeted Brownfields Assessment (the "Assessment"), which may include, and shall be limited to, any or all of the following activities:

- Conducting ground penetrating radar survey
- Conducting test pit investigations
- Collecting and analyzing surface soil samples
- Drilling and monitoring groundwater wells
- Collecting and analyzing ground water samples
- Taking Photographs

I (We) realize that these actions by the Contractor are undertaken pursuant to Environmental Protection Agency (EPA)'s authority under the Small Business Liability Relief and Brownfields Revitalization Act.

### **TERMS AND CONDITIONS:**

The State of New Hampshire, through its Department of Administrative Services (the "State"), acknowledges and understands that all site work and visits will be conducted by the Contractor on behalf of the EPA. The EPA acknowledges that the State has no contractual or direct formal relationship with the Contractor for this scope of work, and the EPA further acknowledges and understands the State's reasonable liability concerns that arise from allowing a private third party over which it has no direct supervisory authority and with which it has no formal agency or contractual relationship to conduct the activities contemplated hereby. Therefore, in exchange for the foregoing consent, the Contractor hereby expressly agrees to observe and comply with the following terms and conditions:

1. The Assessment and each of its component activities listed above shall be conducted entirely within the scope of, and in strict compliance with, that certain Targeted Brownfields Assessment TASK ORDER #108-SIBZ-0100, in the form attached

hereto, which is incorporated herein by reference. No activities other than those listed above shall be undertaken on the Property without the prior express written consent of the State. Notwithstanding the foregoing or any other provision of this Consent, the State shall not be responsible for and shall have no obligation to pay EPA or Contractor for any work performed by Contractor pursuant to the Assessment.

2. The Contractor shall conduct no site visit or work on or within the Property except in the presence of an authorized State representative.
3. Under no circumstances shall this Consent be construed to permit access to any building or structure located at the Lakes Region Facility.
4. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) June 30, 2019.
5. Notwithstanding the foregoing, the State may terminate this Agreement at any time for any or no reason upon providing written notice to the Contractor.
6. 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.
7. The Contractor shall, at its sole expense, repair any damage to the Property as may result from the access granted by this Consent. The Contractor shall, at its sole expense, clean the Property as needed to restore it to its original condition as of the date immediately prior to the effective date of this Consent. The Contractor shall, at its sole expense, promptly and properly remove and dispose of any waste or debris, hazardous or otherwise, as may be generated, removed from, or left on or within the Property by the Contractor, in accordance with all applicable local, state, and federal laws and regulations.
8. The State shall be simultaneously provided conforming copies of any final reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information as may be generated by or exchanged between the Contractor, the EPA, or their employees or contractors regarding or relating to the Assessment. No reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information regarding or relating to the Assessment, whether in draft or final form, will be shared or distributed to any department of NH State government or any other individual or entity other than EPA, the Contractor, or their employees or contractors without distributing such information to the State at least one business day prior to such sharing or distribution to such department of third person.
9. The Contractor shall be solely responsible for damage to property or injuries to (or death of) persons which may arise from or be attributable or incident to the exercise

of the privileges granted under this Consent including approaching a deteriorating building for damage to the property of the Contractor, and for damage to the property or injuries to the person of any of the Contractor's employees, agents, principals, subcontractors, or representatives or others who may have entered the Property at their invitation or at the invitation of any one of them.

10. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, the following insurance:

A. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:

1. Employers Liability – Limits of Liability:

- a. \$100,000 each accident.
- b. \$500,000 Disease policy limit.
- c. \$100,000 Disease – each employee.

Any applicable deductibles shall be shown on the insurance certificate.

B. Comprehensive General Liability Insurance:

1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause Paragraph 11.) Explosion, Collapse, Underground coverages:

a. Limits of Liability:

- 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
- 2) \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement
- 3) \$2,000,000 Products/ Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be names as additional insured.

C. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.

1. Limits of Liability:

- a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

D. Commercial Umbrella Liability

1. Limits of Liability:"

- a. \$1,000,000 Each Occurrence
- b. \$1,000,000 General Aggregate
- c. \$1,000,000 Completed Operations Aggregate

E. General Insurance Conditions

1. All of the insurance policies required by this Agreement shall require the insurer to provide the State with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

2. The policy described 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.
3. For all insurance coverages for which the State of New Hampshire must be named as an additional insured, the certificate of insurance shall state the certificate holder as:

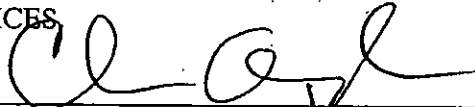
State of New Hampshire  
Department of Administrative Services  
Charles Arlinghaus or designee  
25 Capitol Street, Room 120  
Concord, NH 03301

11. The Contractor shall defend, indemnify, save, and hold harmless the State, its officers, employees, and agents from and against any and all losses suffered by the State, its officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the State, its officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Contractor in conducting the activities contemplated by this Consent. Nothing contained in this Consent shall be construed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby expressly reserved to the State.
12. The Contractor shall not be allowed on or within the Property until they have first signed this Consent and delivered the original to the State.
13. The foregoing terms and conditions provisions shall be included (or expressly incorporated by reference) in any agreement between the Contractor and its contractor(s) or subcontractor(s) relating to the Property and the Assessment described herein.

I (We) give this written permission voluntarily with knowledge of my (our) right to refuse and rescind such permission at any time.

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

Date: 10/9/18

By: 

Name: Charles Arlinghaus

Title: Commissioner



Address: 25 Capital St  
Room 120  
Concord NH 03301  
Phone: (603) 271-3201

The Contractor hereby acknowledges and agrees to the foregoing terms and conditions set forth in this Consent.

Date: August 23, 2018

NOBIS ENGINEERING INC.

By: 

Name: Kenneth R. Koornneef, P.E.

Title: President/CEO

Address: 18 Chenell Drive

Concord, NH 03301

Phone: (603)224-4182

OFFICE OF THE ATTORNEY GENERAL

By: 

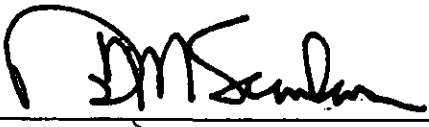
Sr. Assistant Attorney General

On: 10/11/18

The foregoing agreement was approved  
by the Governor and Council

On \_\_\_\_\_, 2018.

OCT 31 2018

Signed: 

**DEPUTY SECRETARY OF STATE**  
Title: \_\_\_\_\_

**Targeted Brownfields Assessment Amended Statement of Work**  
**Task Order # 108-SIBZ-0100**  
**Date: May 2018**

**Site Name:** Laconia State School, Laconia, NH

**Introduction/Background Discussion:**

The Laconia State School site is a 200-acre facility. From 1903 to 1991 it was the home of the New Hampshire School for the Feeble-Minded Children, which later became simply known as the Laconia State School. Following closure of the school, the state Department of Correction occupied the space and operated the Lakes Region Facility prison until 2009. The site has languished since that time, and with the high cost of maintaining the property, the state is focused on selling the property for future redevelopment in the best interest of the community.

**Goals for Redevelopment**

The state has authorized the Lakeshore Redevelopment Planning Commission to assess the site and engage in strategic planning activities to determine viable redevelopment options.

**Pertinent Previous Investigations:** A Phase I investigation was performed by Credere Associates in 2010.

**Work To Be Performed (Activities/Tasks):**

Overall Objectives of Targeted Brownfields Assessments are to: 1) make preliminary determinations of the types and general extent of contamination on site (e.g. in soil, groundwater, and contamination within buildings), 2) determine the risks posed by contamination using published state and federal risk-based regulatory standards, 3) develop potential cleanup alternatives for the site, and 4) provide order of magnitude costs estimates of implementing the clean-up alternatives that will help support decisions in redevelopment of the Brownfields sites. Specific requirements for this task order include:

**Task 1Q - Project Planning and Support**

**1Q.1 Task Order Initiation:**

This subtask includes all activities necessary plan and initiate the Task Order for this Targeted Brownfields Assessment project, including:

**1Q.1.1 *Attend scoping meeting via teleconference:*** The Contractor shall contact the agency to schedule a meeting according to the terms of the contract.

**1Q.1.2 *Task Order Proposal:*** The contractor shall prepare and submit a task order proposal within 30 days after receipt of the task order. The contractor shall use information from the task order, appropriate EPA guidance, and technical direction provided by the EPA COR as the basis for preparing the proposal. The task order proposal shall include a draft work plan, project

schedule, and estimated costs for the work to be accomplished. The contractor shall use their QA/QC control systems and procedures to ensure that the task order proposal and other deliverables are of professional quality requiring only minor revisions.

**1Q.1.3 *Task Order Proposal Negotiation:*** The contractor shall participate in a task order proposal negotiation session, if necessary. EPA and the contractor will discuss and agree upon the final technical approach and costs required to accomplish the tasks outlined in the statement of work. The contractor shall prepare and submit a revised work plan and cost estimate incorporating the agreements made in the negotiation meeting.

**1Q.1.5 *Provide Conflict of Interest Disclosure:*** The contractor shall prepare and submit a conflict of interest disclosure statement that complies with contract requirements with the work plan/cost estimate submittal.

#### **1Q.2 Develop Health and Safety Plan (HASP):**

This subtask includes all activities necessary plan and prepare the site-specific HASP. The contractor shall prepare a site-specific health and safety plan that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 40 CFR 300.150 of the NCP and 29 CFR 1910.120 (1) and (1) (2). The project specific HASP must also be prepared to address health and safety requirements for site visits.

#### **1Q.4 Provide Site-Specific Project Management**

This subtask includes all activities necessary plan and implement the following Project Management activities:

**1Q.4.1 *Prepare and Submit Monthly Progress Reports and Invoices:*** The contractor shall prepare Monthly Progress Reports to document performance status and costs to date. The contractor shall document the technical progress and status of each task for the reporting period. Costs are to be reported bases on the number of hours expended by Job Title for the reporting period as well as cumulative amounts expended to date are required. Monthly invoices will be prepared and submitted in accordance with the contract.

**1Q.4.2 *Progress Updates and Routine Communication:*** This subtask includes the contractor's routine internal management updates on the progress of this project. NOTE, site-specific meetings for project development and implementation are to be conducted under Task 2. This subtask also includes routine telephone and/or email updates to the EPA COR during project planning, field work and reporting activities. The contractor will notify the EPA COR two weeks prior to the commencement of field activities and increase routine communication during the field work to discuss progress reached and any issues that may have been encountered.

**1Q.4.3 *Attend Site Visit and Meeting:*** The Contractor will perform a site visit with the EPA COR prior to completing the Field Task Work Plan. This task includes planning, preparation, travel, and attendance at the meeting. It is anticipated that the meeting will be held at the municipal offices on the same day as the site visit.

**1Q.4.4 Subcontract Procurement and Support Activities:** This subtask includes subcontract procurement and support activities needed to complete the field investigation at the site. The following subcontracts will be procured, administered, and managed:

- GPR survey
- Test Pit investigation
- Direct push soil boring and groundwater well installation
- Analytical Services
- IDW analysis and disposal

#### **Task 18 –Site Assessment Activities**

##### **18.1.1 Develop Field Task Work Plan:**

This subtask includes all activities necessary plan and prepare a draft FTWP. The contractor will prepare a draft field task work plan (FTWP) that contains the elements of the negotiated work plan developed in Task 1 and the relevant site-specific QAPP addendum requirements. The draft plan will describe in detail all field and sampling and analytical tasks necessary to gain a current understanding of the environmental conditions at the site. The contractor will issue electronic copies of the draft FTWP to the project team, including: EPA, the State and the municipality. Following receipt of comments, the FTWP will be revised, as appropriate, approved by EPA and the State, and final copies will be submitted to the project team.

**NOTE:** This task included additional time to conduct document reviews for the purpose of locating potential areas concern for GPR surveys and test pit investigations.

##### **18.1.2 Phase II Investigation:**

This subtask includes all activities relevant to mobilization planning, implementation of the FTWP, and demobilization. The following scope of work for the Phase II investigation is to be used in developing the work plan/cost estimate and FTWP:

##### **Areas of Concern Investigation:**

- a) **Garage:** Investigate potential buried waste to south and southwest of the garage.
  - Conduct a GPR/magnetometer surveys and test pits investigations as appropriate.
  - Up to 1 soil boring/monitoring well.
- b) **Laundry:** Investigate potential UST.
  - Conduct GPR/magnetometer survey
  - Up to 1 soil boring/monitoring well.
- c) **Warehouse:** Investigate potential UST/AST adjacent to building.
  - Conduct GPR/magnetometer survey
  - Up to 1 soil boring/monitoring well.
- d) **Boiler House:** Investigate potential buried waste to south of the boiler house.
  - Conduct a GPR/magnetometer survey and test pits investigations as appropriate.
  - Up to 1 soil boring/monitoring well in buried waste area.
  - Up to 1 soil boring/monitoring well down gradient of the two 12,000-gallon

- petroleum USTs.
- e) *Poultry House*: Investigate potential buried waste proximal to the poultry house.
    - o Conduct test pit investigation as appropriate.
    - o Up to 2 surface soil samples for pesticides and herbicides
    - o Up to 1 soil boring/monitoring well.
  - f) *Toll Building*: Investigate potential buried waste to north of the building.
    - o Conduct a GPR/magnetometer surveys and test pits investigations as appropriate.
    - o Up to 1 soil boring/monitoring well.
  - g) *North Barn*: Investigate surficial contamination around the generator.
    - o Up to 2 surface soil samples
    - o Up to 1 soil boring/monitoring well.
  - h) *Former Chlorination Plant*: Attempt to locate the plant and investigate demolition debris and potential treatment facility wastes.
    - o Conduct GPR/magnetometer survey and test pit investigation as appropriate
    - o Up 1 soil boring/monitoring well.
  - i) *Speare Building*: Investigate potential contamination associated with former UST.
    - o Up 1 soil boring/monitoring well.
  - j) *Dwinell Building*: Investigate potential contamination associated with former UST.
    - o Up 1 soil boring/monitoring well.
  - k) *Rice Building*: Investigate potential contamination associated abandoned UST.
    - o Conduct a GPR/magnetometer surveys as appropriate
    - o Up 1 soil boring/monitoring well.
  - l) *Greenhouse*: Investigate potential contamination associated with the AST and the potential use of pesticides and herbicides.
    - o Up to 2 surface soil samples for pesticides and herbicides
    - o Up to 1 soil boring/monitoring well
  - m) *Additional soil borings/monitoring wells*: Locations are judgmental and should be based on conditions encountered in the field, spatial distribution across site and up-gradient locations intended to separate potential areas of concern.
    - o Up to four (4) additional soil borings/monitoring wells.

#### Analytical Summary

- *Groundwater*: Up to 17 groundwater samples (plus QC) for VOCs (8260) and PAHs (8270). Up to 2 groundwater samples for PFAS analysis.
- *Soil Borings*: Up to 17 soil boring samples (plus QC) for VOCs (5035/8260), and PAHs (8270). Up to 6 samples for petroleum fingerprint analysis, GRO and/or DRO (8015B) analyses.
- *Test Pit Areas*: Up to 15 samples for VOCs, PAHs, PCBs and RCRA 8 metals
- *Surface soil*: Up to 4 surface soil samples (plus QC) for pesticides (8081B) and herbicides (8151A)

## 18.2 Data Evaluation and Targeted Brownfields Assessment Reporting

### 18.2.1 Data Evaluation and Risk Characterization

This subtask includes all activities necessary to plan, perform and document the data evaluation and risk characterization. The contractor will evaluate the field and laboratory analytical data in

accordance with the Brownfields generic QAPP and state guidance requirements, as appropriate. The contractor will document any significant data quality and usability issues identified and provide an opinion on how these issues impact the use of the data. Based on the data evaluation, the contractor will prepare data summary tables (including relevant data qualifiers) showing the data against applicable state standards. The contractor will then evaluate the field and laboratory data and develop site figures to illustrate the data and assist the municipality in interpreting the results. The data summary tables and figures shall be incorporated into the Draft and Final Targeted Brownfields Assessment (TBA) report for the site.

#### 18.2.2 Phase II Investigation Report

This subtask includes all activities necessary to plan, develop and document the results of the Phase II investigation. The contractor will prepare a Draft Phase II Report that includes an Executive Summary, and documents the results of the site investigation activities, updates the conceptual site model, and provides a summary of the findings and conclusions from the project work, including any recommendations for additional site assessment work that is needed (if any). The complete report will include the Phase II investigation results, all data summary tables and figures, findings from the QA data evaluation, all the field and laboratory data generated.

The contractor will submit the Draft Phase II report electronically to the project team for review and comment. For purposes of the draft review, the laboratory data deliverables may be omitted to reduce the file size. The contractor will respond to the comments and revise the draft report as necessary. The contractor will distribute copies of the final TBA report to the project team.

#### 18.2.4 TBA Completion

Final Technical Meeting: This subtask includes all activities associated with preparation, travel, and attendance at the final meeting. For the meeting, the contractor will prepare a presentation to present to the project team highlighting the results of the final TBA report. This task assumes one person will travel and present at the meeting.

Final TBA Report Distribution: The final TBA report will be distributed electronically to the project team, and on a CD if requested. Please provide two pdf versions of the Phase II investigation, one pdf with the laboratory data, and one without. The ABCA may be provided as a separate pdf file or incorporated into the Phase II report based on state requirements. Please provide a CD copy to the project team (if requested), and 2 CD copies to EPA. Electronic files should be uploaded to the state databases, as appropriate.

ACRES Data: The contractor will provide relevant data for the ACRES database using the excel spreadsheet provided by EPA.

**The POP end date for this Task Order is 09/20/19.**

#### **Project Contacts:**

Alan Peterson  
Targeted Brownfields Assessment Program

USEPA Region 1 - New England  
5 Post Office Square, Suite 100 (OSRR07-2)  
Boston, MA 02109.  
Phone: (617) 918-1022      FAX: (617) 918-0022  
EMAIL: [peterston.alan@epa.gov](mailto:peterston.alan@epa.gov)

Rosanne Sawaya-O'Brien  
Regional Project Officer  
Phone (617)918-1423  
FAX (617)918-0423  
EMAIL: [obrien.rosanne@epa.gov](mailto:obrien.rosanne@epa.gov)





nobis

August 23, 2018

Mr. Michael Connor  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street, Room 12  
Concord, NH 03301

Dear Mr. Connor:

The certificate of authority approved by the Board of Directors on April 4, 2018 is still in effect and such authority has not been repealed, rescinded, or amended.

Sincerely,

Nobis Engineering, Inc.

Kenneth Koornpeel, P.E.  
Assistant Secretary

**Action by Unanimous Written Consent of the  
Board of Directors of Nobis Engineering, Inc.  
(Contract Authority)**

The undersigned, being all of the directors of Nobis Engineering, Inc., a New Hampshire corporation (the "Corporation") hereby adopt the following resolutions by unanimous written consent. The following resolutions hereby adopted have the same force and effect as such resolutions would have if adopted at a duly convened meeting of the Board of Directors of the Corporation, and shall also serve to ratify, confirm and approve all actions heretofore taken by the Corporation with respect to the consummation of the transactions authorized below:

**RESOLVED:** That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments, and is further authorized to execute any such related documents and certificates on behalf of the Corporation, which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

**RESOLVED:** That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the United States Federal Government, any State or municipality in the United States and any and all subdivisions, agencies, bureaus, authorities or departments of any of the foregoing, and is further authorized to execute any such related documents and certificates which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

**RESOLVED:** That the Unanimous Written Consent of Chief Executive Officer and Sole Director in Lieu of Special Meeting of the Board of Directors, dated May 10, 2010, regarding "GENERAL CONTRACT SIGNATORY AUTHORITY PER COMPANY PROJECT", as thereafter amended or restated prior to the effective date hereof, is hereby amended and restated in its entirety as follows: From the effective date of these consent resolutions and continuing until the authority hereby granted is revoked or modified by subsequent action of the Corporation's board of directors, that the following officers are hereby each authorized and empowered, acting singly or together, to enter into, execute and deliver contracts and agreements on behalf of the Corporation with existing or new private customers of the Corporation, who are not federal, state or municipal customers, for services to be rendered by the Corporation in the ordinary course of the Corporation's business and within the Corporation's ordinary geographic market area, without the further prior consent of any other Corporation officer or the Corporation's board of directors, provided that such respective contract approval and signatory authority for the respective officers shall not exceed the aggregate maximum per project contract

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
Kenneth R. Koornneef, as CEO and/or as President	Unlimited Authority
Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer	Unlimited Authority
Peter W. Delano, as Senior Vice President	\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.


DIRECTORS:

April 23, 2018  
Date

  
Kirk B. Leon, Director

Date

April 4, 2018  
Date

Roseline H. Boucher, Director  
  
Abhijit Nobis, Director

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
Kenneth R. Koornneef, as CEO and/or as President	Unlimited Authority
Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer	Unlimited Authority
Peter W. Delano, as Senior Vice President	\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

**DIRECTORS:**

\_\_\_\_\_  
Date  
April 24, 2018  
\_\_\_\_\_  
Date  
April 4, 2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirk B. Leoni, Director  
Roseline Bougher  
\_\_\_\_\_  
Roseline H. Bougher, Director  
Abhijit Nobis  
\_\_\_\_\_  
Abhijit Nobis, Director

# State of New Hampshire

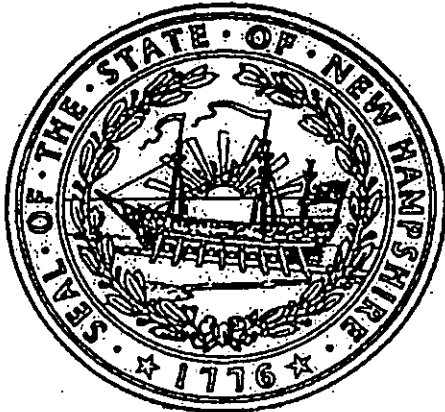
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: 140923

Certificate Number : 0004169544



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of August A.D. 2018.

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

William M. Gardner  
Secretary of State



NOBIENG-01

MCALLAHAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2018

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

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

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A: Valley Forge Insurance Company A(XV)</b>			<b>20508</b>
<b>INSURER B: Continental Insurance Company A(XV)</b>			<b>35289</b>
<b>INSURER C: Hartford Casualty Insurance Company A+ (XV)</b>			<b>29424</b>
<b>INSURER D: Beazley Syndicate 2623/623 at Lloyd's A+, XV</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**

Nobis Engineering, Inc./D/B/A Nobis Group  
 18 Chenell Drive  
 Concord, NH 03301

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

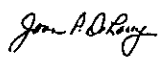
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADPL 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6043450373	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6043450339	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043450356	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WEGEK8600	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			W2030E180401	09/30/2018	09/30/2019	Per Claim 2,000,000
D				W2030E180401	09/30/2018	09/30/2019	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All Coverages are in accordance with the policy terms and conditions.

Project Site No. 80108.18 - Laconia State School Environmental Site Assessment

The State of New Hampshire, its agencies, and its agents and employees shall be included as additional insured with respects to General Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services Charles Arlinghaus or designee 25 Capitol Street, Room 120 Concord, NH 03301	<b>CANCELLATION</b>  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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