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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 21, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **RETROACTIVE** contract with GZA GeoEnvironmental, Inc. (GZA), Bedford, NH, (VC# 174515), in the amount of \$2,555,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites, CERCLA sites and Brownfields sites effective as of July 1, 2015 through June 30, 2019 upon Governor and Council approval. Funding is 69% Federal, 9% General, 18% Other and 4% Capital (General) Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 through State FY 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Fund Name & Account Number 03-44-44-	FY 2016	FY 2017	FY 2018	FY 2019	Totals
Superfund Match 444030-4997-034-500731	\$50,000.00	\$50,000.00	-	-	\$100,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$480,000.00
CERCLA Programs 444010-2590-102-500731	\$225,000.00	\$175,000.00	\$180,000.00	\$195,000.00	\$775,000.00
Pease Hazardous Waste Sites 444010-2592-102-500731	\$190,000.00	\$190,000.00	\$190,000.00	\$190,000.00	\$760,000.00
Brownfields State Response 444010-2514-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
CERCLA Maintenance 444010-2589-102-500731	-	-	\$120,000.00	\$120,000.00	\$240,000.00
Totals:	\$635,000.00	\$585,000.00	\$660,000.00	\$675,000.00	\$2,555,000.00

EXPLANATION

A **Retroactive** contract is necessary because the funding for the Superfund Match was provided via the capital budget and an account number could not be established until after the capital budget was approved by the House and Senate and signed by the Governor. The purpose of the contract is to provide DES with

professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields and CERCLA sites. Over the past 20 years, the Governor and Executive Council have approved similar contracts to provide professional environmental services. The current five contracts expired on June 30, 2015. DES has completed a new qualifications-based selection process and GZA was selected as one of the firms for a new four-year contract.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of GZA will be available to assist DES in the investigation, monitoring and remediation of contaminated sites such as Superfund, Petroleum, and Brownfields sites in NH. This use of professional engineering services allows DES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate the required cleanup action, protect public health, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

In July 2014, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received sixteen qualification packages which were reviewed and evaluated by a seven-member DES evaluation committee. The group of sixteen firms was reduced to eight firms based on detailed evaluations and determination of engineering capabilities, experiences, staff and resources in New Hampshire. DES sent Interview Packages and interviewed the eight short-listed firms in November 2014. Each firm was provided the opportunity to present its proposed project team, summarize its approach and accomplishments to completed projects, and present responses to a number of standard and site-specific questions by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the eight firms as follows.

• Weston Solutions, Inc.	665.0
• Sanborn Head & Associates	639.0
• Weston & Sampson Engineers, Inc.	628.0
• Nobis Engineering, Inc.	613.0
• GZA GeoEnvironmental, Inc.	604.0
• Stone Environmental/Tighe & Bond	590.0
• GeoInsight, Inc.	543.0
• Ransom Consulting, Inc.	528.0

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

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered. Proposed rates and terms have been submitted, and DES has worked with GZA in order to develop fair and reasonable rates and terms for the contract. Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2017. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

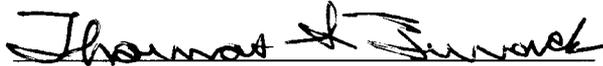
DES has successfully negotiated pre-approved scopes-of-work/budgets, multipliers and prices with GZA for the proposed environmental work and reached an agreement on the contract terms and conditions. The

Her Excellency, Governor Margaret Wood Hassan
And the Executive Council
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approved hourly labor rates, indirect costs and profit multipliers, and other direct costs, are detailed in the GZA proposal dated March 6, 2015, and April 28, 2015 response letter.

This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 four year Price Breakdown.

We respectfully request your approval.


Thomas S. Burack
Commissioner

Attachments

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;">NH Department of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">GZA GeoEnvironmental, Inc.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">5 Commerce Park North, Suite 201, Bedford, NH 03110</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-623-3600</div>	1.6 Account Number <i>See Exhibit B.1 for detailed list of Account numbers used for funding</i>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2019</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$2,555,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Steven R. Lamb, P.G.; Principal and Senior Vice president</div>	
1.13 Acknowledgement: State of NH , County of Hillsborough On June 15, 2015 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> [Seal] <div style="text-align: center;"></div> <div style="text-align: right; font-size: small;"> KAREN REED, Notary Public My Commission Expires March 20, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">Karen Reed, Administrative Assistant</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: 8-3-2015			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

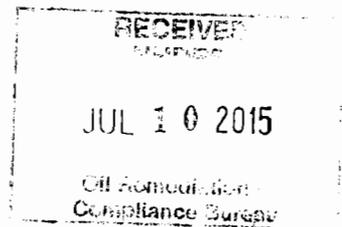


Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION, REMEDIATION DESIGN,
IMPLEMENTATION OVERSIGHT AT PETROLEUM AND HAZARDOUS WASTE SITES,
CERCLA AND BROWNFIELDS PROJECTS

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

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

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

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

Contractor Initials *GW*
Date 7/9/15

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

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

TOTAL: \$2,555,000.00

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

II. Submission of Invoices by GZA

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

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

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

B. GZA shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and

Contractor Initials gza
Date 7/9/15

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

III. Payments to GZA

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

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

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

IV. Labor Rate Re-negotiation

It is understood that the salary rates provided in this contract shall be effective through June 30, 2017. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2017 through the end of the contract, June 30, 2019.

Contractor Initials
Date 7/9/15

EXHIBIT B-1

EPA FORM 5700-41

PART I - GENERAL	
1. GRANTEE NH Department of Environmental Services	2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR GZA GeoEnvironmental, Inc.	4. DATE OF PROPOSAL 3/6/2015
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 5 Commerce Park North, Suite 201 Bedford, New Hampshire 03110	6. TYPE OF SERVICE TO BE FURNISHED Contract for Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning Estimated Budget \$2,555,000

PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal (capped rate)	500	\$63.00	\$31,500.00	
Sr. Project Manager (capped rate)	1,100	\$47.00	\$51,700.00	
Project Manager	1,400	\$38.00	\$53,200.00	
P-III level professional	4,400	\$33.00	\$145,200.00	
P-II level professional	3,800	\$30.00	\$114,000.00	
P-I level professional	3,300	\$27.00	\$89,100.00	
Senior Technician	850	\$30.00	\$25,500.00	
Technician	400	\$25.00	\$10,000.00	
Drafter	775	\$29.00	\$22,475.00	
Specialist (CIH EH&S, etc.)	1,000	\$38.00	\$38,000.00	
Word Processor	750	\$18.00	\$13,500.00	
DIRECT LABOR TOTAL:				\$594,175.00
8. INDIRECT COSTS (Specify indirect cost pools)	Rate	X Base =	ESTIMATED COST	
Overhead, fringe, G&A	1.85	\$594,175.00	\$1,099,223.75	
INDIRECT COSTS TOTAL:				\$1,099,223.75
OTHER DIRECT COSTS				
9. TRAVEL				
TRANSPORTATION			\$3,000.00	
PER DIEM			\$2,000.00	
			TRAVEL SUBTOTAL:	\$5,000.00
10. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)				
Equipment Rental			\$85,000.00	
Materials / Supplies			\$82,000.00	
			EQUIPMENT SUBTOTAL:	\$167,000.00
11. SUBCONTRACTS				
Drilling			\$280,841.00	
Laboratory			\$135,010.25	
			SUBCONTRACTS SUBTOTAL:	\$415,851.25
12. OTHER (Specify categories)				
			OTHER SUBTOTAL:	\$0.00
OTHER DIRECT COSTS TOTAL:				\$587,851.25
TOTAL ESTIMATED COST				\$2,281,250.00
PROFIT (12 percent)				\$273,750.00
TOTAL PRICE				\$2,555,000.00

PART III - PRICE SUMMARY

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

PART IV - CERTIFICATIONS

14. CONTRACTOR

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

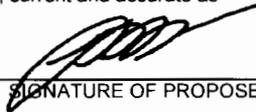
YES NO *(If "Yes" give name address and telephone number of reviewing office)*

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c. This proposal is submitted for use in connection with and in response to (1) Contract for Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) 3/6/2015 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 6/15/2015
DATE OF EXECUTION


SIGNATURE OF PROPOSER

Principal / Senior Vice President
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

15. EPA REVIEWER (If applicable)

DATE OF EXECUTION

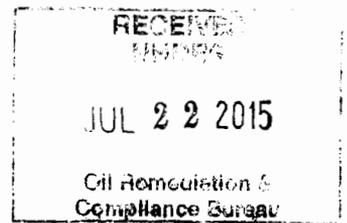
SIGNATURE OF REVIEWER

TITLE OF REVIEWER

EXHIBIT C
SPECIAL PROVISIONS

No Special Provisions are requested.

Contractor Initials ATD
Date 7/8/15



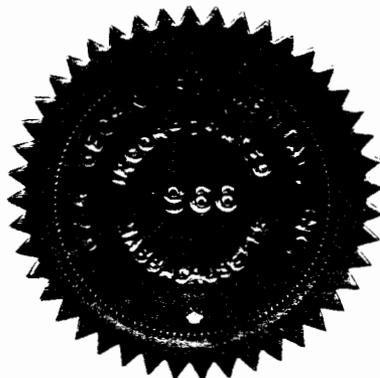
GZA GEOENVIRONMENTAL, INC.

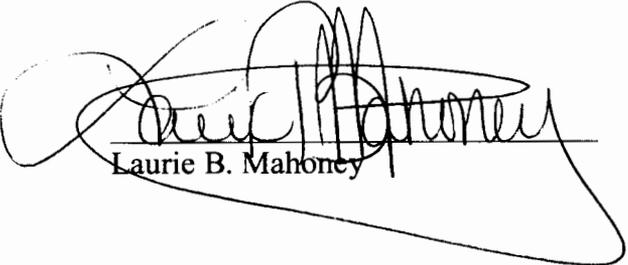
SECRETARY'S CERTIFICATE

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

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

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




Laurie B. Mahoney

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GZA GEOENVIRONMENTAL, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May, A.D. 2015

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

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

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Accountancy
Manufactured Housing



Friday, November 07, 2014

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

CERTIFICATE

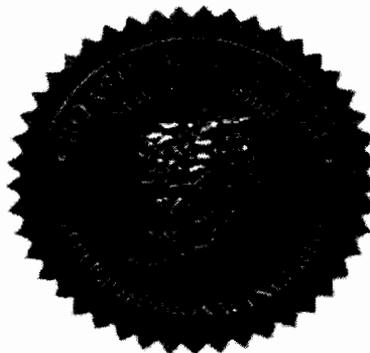
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2015** unless renewed by application prior to that date.

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

Board of Professional Engineers

Certificate # 00348



ATTACHMENT A

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

Firm Name	RFQ Score	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL INTERVIEW SCORE
Weston Solutions, Inc.	241	95	95	94	97	96	97	91	665
Sanborn, Head & Associates	216	90	91	91	93	98	87	89	639
Weston & Sampson, Inc	135	96	89	83	93	94	89	84	628
Nobis Engineering, Inc.	223	93	95	82	89	85	86	83	613
GZA GeoEnvironmental, Inc.	226	87	92	88	85	88	79	85	604
Stone Environmental/Tighe & Bond	148	85	91	88	73	86	80	87	590
GeoInsight, Inc.	232	84	84	72	78	82	84	59	543
Ransom Consulting, Inc.	212	82	85	66	80	79	80	56	528
Cardno ATC Associates	104	Not selected for interview							
Loureiro Engineering Associates, Inc.	59	Not selected for interview							
Geosyntec Consultants	89	Not selected for interview							
Terracon Consultants, Inc.	129	Not selected for interview							
TRC Environmental Corp.	93	Not selected for interview							
CEA, Inc	71	Not selected for interview							
HRP Associates, Inc.	8	Not selected for interview							
Sovereign Consultants, Inc.	122	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
Gary Lynn, P.E.	Sanitary Engineer VII	35+
Jennifer Marts, P.G.	Hydrogeologist IV	26
Robin Mongeon, P.E.	Civil Engineer VII	35+
Joshua Whipple, P.G.	Hydrogeologist V	28
Rebecca Williams, P.G.	Hydrogeologist IV	25+
H. Keith DuBois, P.G.	Assistant WMD Director	35+