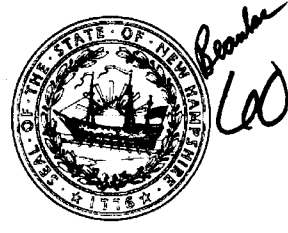




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

July 22, 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 Weston Solutions, Inc. (Weston Solutions), Concord, NH, (VC #175179), in the amount of \$5,028,000.00, to perform site investigations, Brownfields assessments, cleanup planning, design and remediation services at contaminated sites and CERCLA sites maintenance effective as of July 1, 2015 through June 30, 2019 upon Governor and Council approval. 48.5% Federal Funds, 12% Other Funds (Hazardous Waste Cleanup Fund, Oil Pollution Control Fund, and Gasoline Remediation & Elimination Ethers Fund), 38% General Funds, and 1.5% Capital 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.

<b>Fund Name &amp; Account Number 03-44-44-</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>Totals</b>
Oil Pollution Control Fund 444010-1400-102-500731	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$120,000.00
Gasoline Remediation & Elimination Ethers Fund 444010-1419-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
Brownfields State Response 444010-2514-102-500731	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$200,000.00
CERCLA Programs 444010-2590-102-500731	\$200,000.00	\$200,000.00	\$1,325,000.00	\$510,000.00	\$2,235,000.00
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00
Superfund Match 444030-4997-034-500731	\$73,000.00	-	-	-	\$73,000.00
CERCLA Maintenance 444010-2589-102-500731	\$420,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$1,920,000.00
<b>TOTALS:</b>	<b>\$893,000.00</b>	<b>\$900,000.00</b>	<b>\$2,025,000.00</b>	<b>\$1,210,000.00</b>	<b>\$5,028,000.00</b>

## 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. Further, Weston Solutions maintains the groundwater extraction and treatment system at the Savage Well Superfund Site. This system provides critical hydraulic containment for the groundwater contamination plume and continued operation and maintenance of the system is a necessity. 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 Weston Solutions 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 Weston Solutions will be available to assist DES in the investigation, monitoring and remediation of contaminated sites such as Superfund, ETHER, 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 interviewed the eight 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 Weston Solutions 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 Weston Solutions for the proposed environmental work and reached an agreement on the contract terms and conditions. The approved hourly labor rates, indirect costs and profit multipliers, and other direct costs, are detailed in the Weston Solutions proposal dated March 6, 2015 and April 23, 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

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

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">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;">Weston Solutions, Inc</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">45 Constitution Avenue, Suite 100, Concord, NH 03301</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-656-5400</div>	1.6 Account Number <i>See Exhibit B.1 for detailed list of acct. 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;">\$5,028,000.00</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;">Todd Wallis, Principal-in-Charge</div>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">Merrimack</span> On <span style="border: 1px solid black; padding: 2px;">5/21/15</span> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">[Seal] </div>		 <i>notary public</i>	
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;"></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: <i>8-3-2015</i>			
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.

Contractor Initials       
Date 5/21/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials TJW  
Date 5/21/15

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.

TJW  
5/21/15

**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 Weston Solutions, Inc. (Weston) to complete within specified time periods during the four year contract duration.

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

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

Contractor Initials TW  
Date 7/9/15



**Exhibit B**  
**Estimated Budget and Payment Method**

**I. Funding Account Numbers**

<b>Fund Name and Account Number</b>	<b>Totals</b>
Oil Pollution Control Fund 03-44-44-444010-1400	\$120,000.00
Gasoline Remediation & Elimination Ethers Fund 03-44-44-444010-1419	\$200,000.00
Brownfields State Response 03-44-44-444010-2514	\$200,000.00
CERCLA Programs 03-44-44-444010-2590	\$2,235,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$280,000.00
Superfund Match 03-44-44-444030- <del>4997</del>	\$73,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$1,920,000.00
	<b>\$5,028,000.00</b>

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

**II. Submission of Invoices by Weston**

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

1. Weston name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as 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. Weston shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required

Contractor Initials

Date

*UW*  
7/9/15

work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

### **III. Payments to Weston**

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

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

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

D. DES shall pay Contractor for services performed in accordance with the rates and authorized costs set forth in the Agreement, including any approved project budgets. Invoices for Contractor's services will be submitted monthly and shall be payable within a reasonable timeframe upon the DES project manager's approval.

### **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     JLW      
Date     7/9/15

**EXHIBIT B-1**

**EPA FORM 5700-41**

**COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER  
U.S. EPA GRANTS**

Form Approved  
OMB No. 158-R0144

<b>1. GRANTEE</b> NH Department of Environmental Services	<b>2. GRANT NUMBER</b>
<b>3. NAME OF CONTRACTOR OR SUBCONTRACTOR</b> Weston Solutions, Inc.	<b>4. DATE OF PROPOSAL</b> May 20, 2015
<b>5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR</b> 45 Constitution Avenue, Suite 100 Concord, NH 03301	<b>6. TYPE OF SERVICE TO BE FURNISHED</b> Site Investigations, Remediation Design, Implementation Oversight at Petroleum and Hazardous Waste Sites, CERCLA, and Brownfields Projects Contract

**PART II - COST SUMMARY**

<b>7. DIRECT LABOR</b>	<b>Est Hours</b>	<b>Hourly Rate</b>	<b>Est Cost</b>	<b>TOTALS</b>
Principal	40	\$ 79.39	\$ 3,175.60	
Project Manager	2,700	\$ 44.87	\$ 121,149.00	
Engineer I	1,700	\$ 26.63	\$ 45,271.00	
Engineer II	2,200	\$ 35.10	\$ 77,220.00	
Engineer III	1,500	\$ 46.66	\$ 69,990.00	
Geologist I	3,000	\$ 23.90	\$ 71,700.00	
Geologist II	5,500	\$ 30.23	\$ 166,265.00	
Geologist III	4,000	\$ 42.92	\$ 171,680.00	
Scientist I	800	\$ 22.31	\$ 17,848.00	
Scientist II	1,050	\$ 30.53	\$ 32,056.50	
Scientist III	500	\$ 38.98	\$ 19,490.00	
Technician	1,800	\$ 28.59	\$ 51,462.00	
Drafter (CAD)	2,800	\$ 30.65	\$ 85,820.00	
Admin/Word Processor	2,300	\$ 24.90	\$ 57,270.00	
CIH/Safety Professional	400	\$ 50.07	\$ 20,028.00	
IT Specialist	200	\$ 33.39	\$ 6,678.00	
Subcontracts Manager	500	\$ 55.36	\$ 27,680.00	
Sr. Technical Manager	1,200	\$ 59.89	\$ 71,868.00	
Treatment System Operator	1,200	\$ 34.17	\$ 41,004.00	
<b>DIRECT LABOR TOTAL:</b>				<b>\$ 1,157,655.10</b>
<b>8. INDIRECT COSTS</b>	<b>Rate</b>	<b>x Base =</b>	<b>Est. Cost</b>	
Indirect Costs	1.56	\$ 1,157,655.10	\$ 1,805,941.96	
<b>INDIRECT COSTS TOTAL:</b>				<b>\$ 1,805,941.96</b>
<b>9. OTHER DIRECT COSTS:</b>			<b>Est. Cost</b>	
a. TRAVEL				
(1) Transportation - External expenses			\$ 33,000.00	
(2) Transportation - Mileage			\$ 5,000.00	
(3) Per Diem & Lodging			\$ 2,303.00	
<b>TRAVEL SUBTOTAL:</b>			<b>\$ 40,303.00</b>	
b. EQUIPMENT, MATERIALS, SUPPLIES:				
(1) Externals			\$ 200,000.00	
(2) Internals			\$ 12,113.00	
<b>EQUIPMENT SUBTOTAL:</b>			<b>\$ 212,113.00</b>	
c. SUBCONTRACTS:				
Laboratory Analyses			\$ 475,000.00	
Drilling Services			\$ 560,000.00	
Excavation/Waste Disposal - Two contracts @ 40K each			\$ 80,000.00	
Excavation/Waste Disposal - One contract @ 75K			\$ 75,000.00	
Excavation/Waste Disposal - One contract @ 100K			\$ 100,000.00	
<b>SUBCONTRACTS SUBTOTAL:</b>			<b>\$ 1,290,000.00</b>	
d. OTHER:				
<b>OTHER SUBTOTAL:</b>			<b>\$ -</b>	
<b>e. OTHER DIRECT COSTS TOTAL:</b>				<b>\$ 1,542,416.00</b>
<b>10. TOTAL ESTIMATED COST</b>				<b>\$ 4,506,013.06</b>
<b>11. PROFIT</b>				<b>\$ 521,986.95</b>
<b>12. TOTAL PRICE</b>				<b>\$ 5,028,000.00</b>



**EXHIBIT C**

**SPECIAL PROVISIONS**

**22.0 Right of Entry.** "State grants to Contractor the right, exercisable from time to time, of entry to the State's Site by Contractor, its agents, employees, consultants, contractors, and subcontractors, for the purpose of performing all acts, studies, and research which comprise the Services. Should State not own the Site, State shall provide reasonable assistance to obtain permission of Site owner and/or Site occupant in order to grant Contractor this right of entry. Contractor may be tasked by DES to prepare access documents for site entry during the Contractor's work assignment."

Contractor Initials

Date

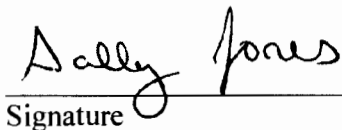
*DUN*  
*7/9/15*

## Signature Authority Delegation

To: Todd Walles, CNH

In accordance with Operating Practice 04-03-001, *Signature Authority Operating Practice*, I hereby delegate to you the following signature authority:

1. Authority is granted to execute the “**Contract for Site Investigation, Remediation Design, Implementation Oversight at Petroleum and Hazardous Waste Sites, CERCLA and Brownfield Projects, Period 2015-2019**” on behalf of Weston Solutions, Inc.
2. This delegation is limited as follows:
  - a. Signature authority granted under this delegation is limited to contract documents involving up to \$5,028,000.
  - b. This delegation will expire on 12/31/2015.
  - c. Other limitation(s):

  
\_\_\_\_\_  
Signature

Sally Jones  
East RCO Director

May 20, 2015  
\_\_\_\_\_  
Date

# State of New Hampshire Department of State

## CERTIFICATE

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



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

A handwritten signature in black ink, 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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Court Reporters  
Home Inspectors  
Accountancy  
Manufactured Housing



Monday, September 15, 2014

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

**CERTIFICATE**

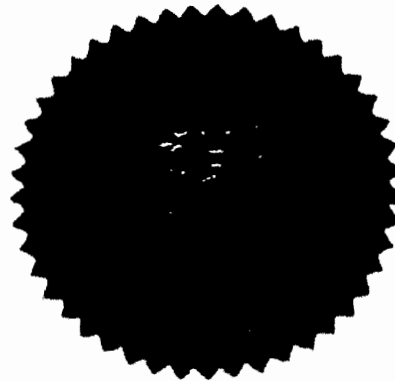
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 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 # 00027





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2015

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

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

<b>PRODUCER</b> MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360  J25367--GAWUP-15-16	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Greenwich Insurance Company		22322
<b>INSURER B:</b> Liberty Insurance Corporation		42404
<b>INSURER C:</b> N/A		N/A
<b>INSURER D:</b> Liberty Mutual Fire Ins Co		23035
<b>INSURER E:</b> N/A		N/A
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-003270368-43                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$75,000  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GEC3000717	03/01/2015	03/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A12-631-477160-045	01/15/2015	01/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-63D-477160-015 (AOS)	01/15/2015	01/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
D	Y / N <input checked="" type="checkbox"/> N    N / A			WC7-631-477160-055 (OR, WI)	01/15/2015	01/15/2016	<input type="checkbox"/> OTH-ER	
							E L EACH ACCIDENT	\$ 1,000,000
							E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ATN: T. HUBBARD <i>S. Droce</i> 29 HAZEN DRIVE P O BOX 95 CONCORD, NH 03302-1964	<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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2015

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

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

<b>PRODUCER</b> MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360  J25367--GAWUP-15-16	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	N/A	N/A	INSURER B :	N/A	N/A	INSURER C :	XL Specialty Insurance Company	37885	INSURER D :	N/A	N/A	INSURER E :	N/A	N/A	INSURER F :	
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INSURER C :	XL Specialty Insurance Company	37885																				
INSURER D :	N/A	N/A																				
INSURER E :	N/A	N/A																				
INSURER F :																						
<b>INSURED</b> WESTON SOLUTIONS, INC. 1400 WESTON WAY WEST CHESTER, PA 19380																						

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-003269459-51                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC0046352	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

<b>CERTIFICATE HOLDER</b>  NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ATN: <del>THEODORE</del> S. CROSS 29 HAZEN DRIVE P O BOX 95 CONCORD, NH 03302-1964	<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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

# 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

Evolution 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+