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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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August 22, 2013

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a no-cost contract extension with AMEC Environment & Infrastructure, Inc. (vendor code #128767) of Plymouth Meeting, Pennsylvania for the purposes of an Environmental Services contract (Indefinite Deliverable/Indefinite Quantity) by extending the contract end date from September 30, 2013 to March 30, 2014. This contract was approved by the Governor & Council on September 22, 2010, item #36, and the contract renewal option was approved on September 14, 2011, item #11. **100% Federal Funds.**

EXPLANATION

A contract extension is needed as the National Guard Bureau has requested that additional documentation be provided in both our Environmental Assessment and Integrated Cultural Resources Management plans, which require additional reviews from Army Guard Directorates; thus creating a delay in the completion of the contract services. The New Hampshire Army National Guard has a number of immediate and recurring needs for environmental services to include air emissions inventories, environmental assessments, US Army required management plans and geographic information system data development; and this contract provides certain Environmental Services in support of those needs. These services are required to be performed in accordance with various federal and state laws and regulations and US Army Regulations.

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

Respectfully Submitted,

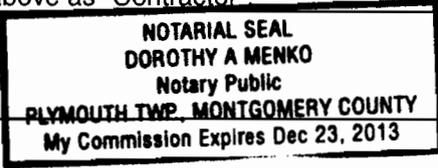
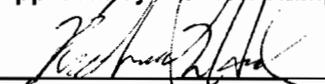
William N. Reddel, III
Major General, NH National Guard
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: Environmental Services 2011-2013

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the contractor, AMEC Earth & Environmental, Inc, 502 West Germantown Pike Plymouth Meeting, PA 19462, hereby mutually agree as follows to amend the existing agreement for Environmental Services 2011-2013:

This amendment to the existing agreement which was approved by The Governor & Executive Council on September 14, 2011, item #15 hereby extends the contract end date from the original end date of September 30, 2013 to March 30, 2014. No cost is involved in this extension. In addition, this amendment recognizes the contractor's change of name from AMEC Earth & Environmental, Inc. to AMEC Environment & Infrastructure, Inc. that became effective on November 1, 2011.

Contractor's Signature: 	Name and Title of Contractor Signatory: Robert J. Feighery, Vice President
Acknowledgment: The State of Pennsylvania, County of Montgomery, on the date of August 15, 2013, before the undersigned officer, personally appeared the person, Robert J. Feighery identified as "Contractor" in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor's Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Contractor"	
Signature of Notary Public: 	{Seal} 
Name & Title of Notary Public Dorothy A. Menko, Notary Public	
State Agency Signature:  Stephanie L. Milender, Administrator Date: 8/21/13	
Approval by The New Hampshire Department of Justice for Form, Substance and Execution:  , Assistant Attorney General Date: 8/27/13	
Approved by Governor & Executive Council:	
Date:	Item #:

Subject:

Environmental Services 2011-2013 - AMEC Earth and Environmental, Inc.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Adjutant General's Department	1.2 State Agency Address 1 Minuteman Way, Concord, NH 03301-5607
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1.3 Contractor Name AMEC Earth and Environmental, Inc.	1.4 Contractor Address 502 West Germantown Pike, Suite 850, Plymouth Meeting, PA
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1.5 Contractor Phone Number 610-828-8100	1.6 Account Number 010-012-2262-102-500731	1.7 Completion Date September 30, 2013	1.8 Price Limitation \$150,000
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1.9 Contracting Officer for State Agency Stephanie Milender	1.10 State Agency Telephone Number 603-225-1361
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1.11 Contractor Signature 	1.12 Name and Title of Contractor Signatory D. Robert Gan, Ph.D., P.E., Senior vice President
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1.13 Acknowledgement: State of no, County of Somerset

On 7/13/11, 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
 Michelle L. Vigilante
 Notary Public of New Jersey
 ID No. 2265693
 My Commission Exp. Oct. 11, 2015
 [Seal]

1.13.2 Name and Title of Notary or Justice of the Peace
 Michelle L. Vigilante, administrative assistant

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Stephanie Milender, Administrator III
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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: 8/22/11

1.18 Approval by the Governor and Executive Council
 By: **DEPUTY SECRETARY OF STATE** **SEP 14 2011**

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.

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

P37 AGREEMENT

EXHIBIT A: THE SERVICES

SUBJECT: Environmental Services 2011-2013 --AMEC Earth and Environmental Inc.

GENERAL

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

BACKGROUND

The NH Adjutant General's Department (NHAGD) has Readiness Centers, Field Maintenance Shops, the State Military Reservation, the NH National Guard Training Site, Army Aviation Support Facility and future Regional Training Institute that are used for training and support of the New Hampshire Army National Guard (NHARNG). The NHARNG has a state-wide environmental management program that manages the 18 facilities/locations around the state for compliance with Federal, state and local environmental regulations. The NHARNG Environmental Program has various environmental service needs that are not currently met by existing contracts or specific projects that are put out to bid. This need includes compliance with portions of the Clean Water Act, Clean Air Act, National Environmental Policy Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response and Liability Act as well as their NH state counterparts and other laws and regulations. The NHAGD is seeking one or more service contractors to enter into fixed quantity indefinite deliverable contract(s) to meet current and future needs.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

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

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

Air Emission Inventory (Primary)

The Contractor will be expected to conduct and prepare a current Air Emissions Inventory and Air Toxics Compliance Determination for the State Military Reservation (SMR), Concord, NH which serves as NHARNG's headquarters in accordance with a detailed Statement of Work. This inventory will be an update of the Air Emission Inventory and Air Toxics Compliance Determination dated June 2007 prepared by AMEC Earth & Environmental and will include: comprehensive data gathering to identify, document and evaluate air emission sources (including point, fugitive, stationary and mobile emission sources) as required by federal and state regulations, review existing records of known air emissions sources, identify and document any new air emission sources that have been created since the last inventory was conducted; to collect the requisite data necessary to calculate actual and potential emissions of criteria pollutants, including volatile organic compounds (VOCs), carbon monoxide (CO), nitrogen oxides (NOx), sulfur oxides (SOx), Lead (Pb), particulate matter (PM) and particulate matter of 10 microns diameter or less (PM-10); hazardous air pollutants (HAPs) listed in Title III of the Clean Air Act Amendments (CAAA), any of the listed New Hampshire Regulated Toxic Air Pollutants (RTAPs) referenced in NH Code of Administrative Rules Chapter Env-A 1400, and ozone depleting substances (ODSs) defined under Title VI (protection of stratospheric ozone) requirements of the CAAA; and to perform air dispersion modeling for this installation (SMR) in accordance with NH Env-A 800, Testing and Monitoring Procedures,, should that ultimately be necessary. Data from source-specific emission tests or continuous emission monitors will not be available for the emission sources identified. Therefore, emissions estimates shall be calculated by mass balance or by using EPA emission factors, such as those presented in the EPA's Compilation of Air Pollutant Emission Factors (AP-42) and associated calculation methods based on established EPA and New Hampshire Department of Environmental Services (NHDES) protocols and policies. Ultimately, the Air Emissions Inventory and Air Toxics Compliance Determination shall identify, document and evaluate air emission sources as required above and verify compliance with all applicable federal and state permitting and recordkeeping requirements. It shall also include a clear description of the regulatory evaluation methodology that was utilized.

The SMR includes the following facilities: Building A – United States Property & Fiscal Office (USP & FO)-NH Admin. Bldg; Building B – Offices/State Storage; Building C – Adjutant General's Department Offices and Boiler Room; Building D – Vehicle Storage; Building E- Vehicle Storage; Building F – State Maintenance Shop/ Construction & Facilities Management Office; Building G – Combined Support Maintenance Shop (CSMS) Annex; Building H – CSMS (to include a paint booth); Building L – USP & FO Warehouse; Building M – Readiness Center – Concord Armory; Building Q – Flammable Materials/General Purpose Storage Building; Building T – General Purpose –

Storage; ;Building 1, NH National Guard Joint Force Headquarters and a Civil Support Team(CST) Ready-Building with garages.

Environmental Assessment (Secondary)

The Contractor may be assigned and will be expected to prepare an Environmental Assessment (EA) on a proposed action and proposed alternatives -in accordance with a detailed Statement of Work and the provisions of the National Environmental Policy Act (NEPA). The NEPA analysis and documentation will identify and evaluate all relevant environmental effects (positive and negative), conditions and issues associated with the proposed action, in accordance with the President's Council on Environmental Quality Regulations (CEQ) (40 CFR parts 1500-1508) , 32 CFR Part 651, Environmental Analysis of Army Actions [Army Regulation (AR) 200-2 dated March 29, 2002] and all applicable Executive Orders. The EA shall comply fully with NEPA requirements, both procedurally and analytically, including the above-referenced regulations, Executive Orders , current National Guard Bureau Environmental Programs Division (NGB-ARE) policies and shall be legally sufficient to withstand a challenge in Federal court. The Contractor shall make use of all existing applicable rules, regulations and directives, as well as the most recent edition (dated June, 2006) of the National Guard Bureau (NGB) NEPA Handbook, "Guidance on Preparing Environmental Documentation for Army National Guard Actions in Compliance with the National Environmental Policy Act of 1969", prepared for Army National Guard by U.S. Army Corps of Engineers Mobile District with Technical Assistance from Tetra Tech, Inc. and Wilbur & Associates of Fairfax, VA. The EA shall fully conform to the requirements of this handbook.

Geographic Information System Data Development (Secondary)

The NHARNG also needs development of GIS data to support many of the project types covered by this contract and potentially others. All GIS data developed shall be delivered with the following specifications:

Format – ESRI ARCGIS Personal Geodatabase (Spatial Data Standards (SDS) Compliant)

Projection – NH State Plane Feet 2800

Datum – NAD 83

Spatial accuracy requirements: Will Vary as available

Additional requirements:

- Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
- Data must adhere to SDSFIE standards as described by the Army Corp of Engineers CADD/GIS Technology Center and adopted by the National Guard Bureau.

Specifically the NHARNG is looking to develop SDS Feature Classes as deliverable to specific project or as specific GIS projects. Conversion of graphical hard copy reports, CADD Data and other information into SDS data layers may also be requested.

Army Management Plans(Secondary)

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

PROJECT MANAGEMENT AND DELIVERY INSTRUCTIONS

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

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

8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the NHAGD.

PERIOD OF PERFORMANCE

The period of performance will be from the date of Governor and Executive Council approval (expected August 2011) through September 30, 2013.

NHAGD PRIMARY CONTACT and PROJECT MANAGERS

PRIMARY CONTACT

New Hampshire Adjutant General's Department
NGNH-CS-ENV (ATTN: Mr. Zachary Boyajian)
1 Minuteman Way
Concord, NH 03301-5607
(603) 227-1439
zachary.boyajian@us.army.mil

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

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

P37 AGREEMENT

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

SUBJECT: Environmental Services 2011-2013 AMEC Earth and Environmental Inc.

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$150,000.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft to P. O Box 24445, Seattle WA 98124-0445 or as amended by submitting an updated State of New Hampshire Alternate W-9 Form.

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

Terms of Payment

Invoicing shall be monthly lump sum based on the percent complete per task as established in the Project (s) Notice to Proceed memo for the specific task (s). Travel expenses will be reimbursed based on the Joint Travel Regulation (Federal Per Diem rates) for actual travel incurred during the billing month. Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the NH Adjutant General's Department Primary Contact.

Rate Schedules

The following rate schedules will be used to develop project fixed cost proposals per task. Rates will be used for projects proposal finalized in the appropriate time period.

These rates are effective for NHARNG from 10/1/2012 to 9/30/2013

AMEC Employee

Proposed

Labor Category	Direct Labor	Labor Overhead	G & A	Profit	Total Billing Rate
Program Manager	\$51.76	\$74.57	\$12.69	\$13.90	\$152.91
Contract Administrator	\$51.76	\$74.57	\$12.69	\$13.90	\$152.91
QA/QC	\$51.76	\$74.57	\$12.69	\$13.90	\$152.91
Senior Scientist/Specialist	\$50.91	\$73.34	\$12.48	\$13.67	\$150.40
Staff Scientist/Specialist	\$37.92	\$54.63	\$9.29	\$10.18	\$112.03
Junior Scientist/Specialist	\$27.20	\$39.19	\$6.67	\$7.31	\$80.37
Senior Engineer	\$61.48	\$88.57	\$15.07	\$16.51	\$181.63
Staff Engineer	\$49.99	\$72.02	\$12.25	\$13.43	\$147.68
Junior Engineer	\$40.72	\$58.66	\$9.98	\$10.94	\$120.29
Sr. GIS Specialist	\$34.71	\$50.01	\$8.51	\$9.32	\$102.56
GIS Specialist	\$24.23	\$34.91	\$5.94	\$6.51	\$71.59
Word Processor	\$18.05	\$26.01	\$4.42	\$4.85	\$53.34
Technical Editor	\$27.34	\$39.39	\$6.70	\$7.34	\$80.77

A 10% markup will be applied on Other Direct Costs Travel will be proposed and billed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by General Services Administration (GSA), unless otherwise specified in the contract.

These rates are effective for NHARNG from 10/1/2011 to 9/30/2012						
AMEC Employee Labor Category	Direct Labor	Labor Overhead	G & A	Profit	Proposed Total Billing Rate	
Program Manager	\$50.25	\$72.20	\$12.31	\$13.48	\$148.23	
Contract Administrator	\$50.25	\$72.20	\$12.31	\$13.48	\$148.23	
QA/QC	\$50.25	\$72.20	\$12.31	\$13.48	\$148.23	
Senior Scientist/Specialist	\$49.42	\$71.01	\$12.10	\$13.25	\$145.79	
Staff Scientist/Specialist	\$36.82	\$52.90	\$9.02	\$9.87	\$108.61	
Junior Scientist/Specialist	\$26.41	\$37.95	\$6.47	\$7.08	\$77.91	
Senior Engineer	\$59.69	\$85.76	\$14.62	\$16.01	\$176.07	
Staff Engineer	\$48.53	\$69.73	\$11.89	\$13.01	\$143.16	
Junior Engineer	\$39.53	\$56.80	\$9.68	\$10.60	\$116.61	
Sr. GIS Specialist	\$33.70	\$48.43	\$8.25	\$9.04	\$99.42	
GIS Specialist	\$23.53	\$33.80	\$5.76	\$6.31	\$69.40	
Word Processor	\$17.53	\$25.18	\$4.29	\$4.70	\$51.70	
Technical Editor	\$26.54	\$38.14	\$6.50	\$7.12	\$78.30	
A 10% markup will be applied on Other Direct Costs						
Travel will be proposed and billed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by General Services administration (GSA), unless otherwise specified in the contract.						

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P37 AGREEMENT

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Environmental Services 2011-2013 AMEC Earth and Environmental Inc.

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

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.
2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition
4. **General Provisions** are amended as follows:
 - a. **Provision 7. PERSONNEL. Sub-part 7.2:** Delete the period at the end of the provision and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."
 - b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.:** Add the following sub-part:

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

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

14.1.3 insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000 per person bodily injury liability, \$500,000 per occurrence bodily injury liability and \$50,000 property damage liability.

5. ADD the following as Special Provisions:

A. **NONDISCRIMINATION:** The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. **LOBBYING:** a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

C. **DRUG FREE WORK PLACE:** a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. ENVIRONMENTAL STANDARDS: a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414 and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communications from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. Of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

E. DEBARMENT AND SUSPENSION: a. Contractor/Vendor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. **HATCH ACT:** The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. **EQUAL EMPLOYMENT OPPORTUNITY:** *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

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

I. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. **DAVIS-BACON ACT:** When required by Federal assistance program legislation, such as the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, environmental remediation construction will have the provisions of the Davis-Bacon Act [40 U.S.C. 276a, as supplemented by Department of Labor regulations (29 CFR Parts 1, 3 and 5)], inserted in construction contracts over \$2,000 that are awarded by States and State contractors and subcontractors.) *The Recipient agrees that it will comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 5 are incorporated by reference in this agreement. As applied to this agreement, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.*

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

The significant environmental aspects are listed below:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

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

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

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

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

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

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your contract.

Vehicle Travel (fleet) Between Work Stations

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

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

(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:

(To be discussed at the Kickoff meeting)

Contact Information:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

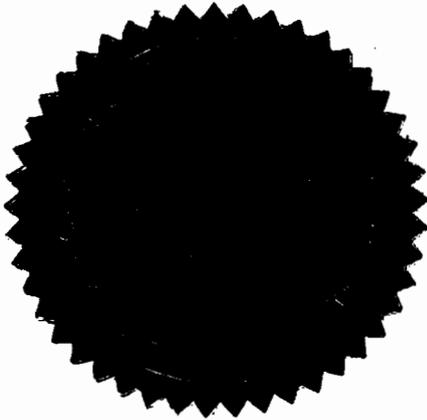
Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMEC Environment & Infrastructure, Inc. a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on July 20, 2001. 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 14th day of August, A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

William M. Gardner
Secretary of State



**CERTIFICATE OF SECRETARY
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
("Corporation")**

I, Robert J. Feighery, hereby certify that I am a duly elected Vice President and Assistant Corporate Secretary of AMEC Environment & Infrastructure, Inc. and hold authority to bind the Corporation by signing the Amendment to Agreement between the Corporation and the State of New Hampshire, Adjutant General's Department for Environmental Services 2011-2013 (Agreement) extending the Agreement's term from September 30, 2013 to March 30, 2014 and recognizing the Contractor's name change from AMEC Earth & Environmental, Inc. to AMEC Environment & Infrastructure, Inc.

A handwritten signature in black ink, appearing to read "R. Feighery", written over a horizontal line.

Robert J. Feighery
AMEC Environment & Infrastructure, Inc.

Dated: August 15, 2013





STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	9-14-11
Item #	15

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

August 5, 2011

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to exercise a contract renewal option with AMEC Earth and Environmental, Inc. of Plymouth Meeting PA, (#128767) in the amount of \$150,000.00 for the purpose of Environmental Services for the period of October 1, 2011 through September 30, 2013. The original contract was approved on September 22, 2010 item #36. **100% Federal Funds.**

Funds are available in the following appropriation:

02-12-12-120010-2262 ADJUTANT GENERAL – ARNG Environmental Resources

Fiscal Year 2012	10-01200-22620000-102-500731	Contracts for Program Services	\$80,000.00
Fiscal Year 2013	10-01200-22620000-102-500731	Contracts for Program Services	\$70,000.00
		Total	<u>\$150,000.00</u>

EXPLANATION

This contract provides certain Environmental Services in support of the New Hampshire Army National Guard Environmental Program. The New Hampshire Army National Guard has a number of immediate and recurring needs for environmental services to include air emissions inventories, environmental assessments, US Army required management plans and geographic information system data development. These services are required to be performed by various federal and state laws and regulations and US Army Regulations. A general environmental services contract is much more efficient than individually contracting each of these projects. It allows for quicker execution of immediate needs and ensures execution of federal funds provided for the support of the NH Army National Guard.

August 5, 2011

The request for qualification procedures used to identify the chosen vendor followed the requirements of RSA 21-I:22 Selection of Engineers, Architects and Surveyors as one of the primary tasks with immediate and recurring service requirements (integrated contingency plans) requires a professional engineer stamp to be legally sufficient. The chosen vendors were identified by placing a legal notice in the Concord Monitor from June 11, 2010 through June 13, 2010 and by distributing twenty five (25) Requests for Qualification. Six (6) Qualification packages were received timely. Qualification packages were independently evaluated by three employees of the Adjutant General's Department in accordance with the published qualification evaluation procedures. The Adjutant General's Department elected to execute two (2) contracts in accordance with the Request for Qualifications that specified that one or more companies would be chosen. AMEC received the second highest rating and has specific expertise in air emission inventories, US Department of the Army management plans and National Environmental Policy Act environmental assessments that the Adjutant General's Department desires capacity to be performed. The Adjutant General's Department negotiated with AMEC Earth and Environmental, Inc. to establish the rates of compensation. The rates were compared with recent NH Bureau of Public Works contracts for environmental engineering services. The Adjutant General's Department determined that the negotiated rates were fair and reasonable. The request for qualifications was advertised with a one (1) year base period and the option for one (1) two-year renewal period, subject to further Governor and Executive Council approval. The Adjutant General's Department is pleased with AMEC's work to date and is pleased to execute this two-year renewal.

The federal funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for projects executed with this contract prior to September 30, 2011. Projects executed after September 30, 2011 are subject to the availability of federal fiscal year 2012 and 2013 funding. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



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



STATE OF NEW HAMPSHIRE
 THE ADJUTANT GENERAL'S DEPARTMENT
 BUSINESS ADMINISTRATION
 STATE MILITARY RESERVATION
 4 PEMBROKE ROAD
 CONCORD, NEW HAMPSHIRE 03301-5652

G & C	9-22-10
Item #	36

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

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

Stephanie L. Milender
Administrator

Phone: 603-223-1360
 Fax: 603-223-1341
 TDD Access: 1-800-735-2964

August 31, 2010

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with AMBC Earth and Environmental, Inc. (vendor code #128767) of Plymouth Meeting, Pennsylvania in the amount of \$50,000.00 for an Environmental Services contract (Indefinite Deliverable/Indefinite Quantity) for the period of Governor and Council approval through September 30, 2011. 100% Federal Funds.

Funds are available in the following appropriation:

02-12-12-120010-2262 ADJUTANT GENERAL - ARNG Environmental Resources

Fiscal Year: 2011 - 10-01200-22620000-102-500731 Contracts for Program Services:	\$50,000.00
Total	<u>\$50,000.00</u>

EXPLANATION

This proposed contract is to provide certain Environmental Services in support of the New Hampshire Army National Guard Environmental Program. The New Hampshire Army National Guard has number of immediate and recurring needs for environmental services to include air emissions inventories, environmental assessments, US Army required management plans and geographic information system data development. These services are required to be performed by various federal and state laws and regulations and US Army Regulations. A general environmental services contract is much more efficient than individually contracting each of these projects. It allows for quicker execution of immediate needs and ensures execution of federal funds provided for the support of the New Hampshire Army National Guard.

The request for qualification procedures used to identified the chosen vendor(s) followed the requirements of *RSA 21-1:22, Selection of Engineers, Architects and Surveyors* because one of the primary tasks with immediate and recurring service requirements (integrated contingency plans) requires a professional engineer stamp to be legally sufficient. This process began by placing Legal Notice/Request for Qualifications (RFQ) in the Concord Monitor from June 11, 2010 through 13, 2010 and by distributing twenty five (25) RFQ packets. Six (6) RFQ's (bids) were received timely. The qualification packages were independently evaluated by three employees of The Adjutant General's Department in accordance with the published qualification evaluation procedures.

In accordance with the RFQ, which specified that one or more companies could possibly be chosen for these services, we are electing to execute two contracts as a result of the bids received. AMEC received the second highest rating and has specific expertise in the following required categories: Air Emission Inventories, US Department of the Army Management Plans, and National Environmental Policy Act Environmental Assessments. The Adjutant General's Department negotiated with AMEC Earth and Environmental, Inc. to establish the rates of compensation. The rates were compared with recent NH Bureau of Public Works contracts for environmental engineering services. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. As advertised, the base contract term is for approximately one year with the potential for one, two-year period subject to Federal Funds availability and additional Governor and Executive Council approval.

The Federal Funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for projects executed with this contract prior to September 30, 2010. Projects executed after September 30, 2010 are subject to the availability of federal fiscal year 2011 Funding. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



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



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

Carolyn Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

September 19, 2011

“NOTICE OF CONTRACT RENEWAL”
Environmental Services 2011-2013

Marc Grant
AMEC Earth and Environmental, Inc.
2 Robbins Road
Westford, MA 01886

Dear Mr. Grant,

You are hereby notified that the Environmental Services contract has been renewed for two year by the Governor of New Hampshire and Executive Council at their meeting on September 14, 2011, Item #15.

I have attached a fully executed copy of the agreement including the exhibits for your use. The contract is in effect through September 30, 2013. The price limitation is 150,000.00. Individual scopes of work, fixed cost price proposals and notices to proceed will be used to define the exact work to be accomplished and compensation.

I will remain the primary point of contract for contract execution issues. Individual project managers will be assigned either in the scope of work or notice to proceed. If you should have any question please contact me at (603) 227-1439. Again thank you for your service and patience.

Sincerely,

BOYAJIAN.ZACHARY
.LEVON.1265215510

Digitally signed by
BOYAJIAN.ZACHARY.LEVON.1265215510
DN: c=US, o=U.S. Government, ou=DoD, ou=PMO,
ou=USA,
cn=BOYAJIAN.ZACHARY.LEVON.1265215510
Date: 2011.09.19 14:52:59 -0400

Zachary Boyajian
Environmental Program Manager
NH Adjutant General's Department

Encls

Cf. Ms. Stephanie Milender, NH Adjutant General's Department



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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

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

Stephanie L. Milender
Administrator

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

NGNH-FMO-ENV

September 24, 2010

"NOTICE OF CONTRACT APPROVAL"
Environmental Services 2010-2011

D. Robert Gan
AMEC Earth and Environmental, Inc.
502 West Germantown Pike, Suite 850
Plymouth Meeting, PA 19462

Dear Mr. Gan,

You are hereby notified that the Environmental Services 2010-2011 contract was approved by the Governor of New Hampshire and Executive Council at their meeting on September 22, 2010 Item #36. E-mail notification is being provided to Marc Grant, Program Manager with an advance copy of this memo.

I have attached a fully executed copy of the agreement including the exhibits for your use. The contract is in affect until September 30, 2011, and has one two year renewal periods subject to further Governor and Executive Council approval. The price limitation is 50,000.00. Individual scopes of work, fixed cost price proposals and notices to proceed will be used to define the exact work to be accomplished and compensation.

I will remain the primary point of contract for contract execution issues. Individual project managers will be assigned either in the scope of work or notice to proceed. If you should have any question please contact me at (603) 227-1439. Again thank you for your service and patience.

Sincerely,

Zachary Boyajian
Environmental Program Manager
NH Adjutant General's Department

Encls.

Cf. Ms. Stephanie Milender, NH Adjutant General's Department.
Marc Grant, AMEC