



The State of New Hampshire  
**Department of Environmental Services**

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**Robert R. Scott, Commissioner**

May 31, 2022

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Terracon Consultants, Inc. (VC #203553-B001), Manchester, NH, for a not-to-exceed contract value of \$12,250 to install three groundwater level monitoring wells located in Colebrook, Concord and Franklin, NH, effective upon Governor & Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in the account listed below:

	<u>FY 2022</u>
03-44-440010-40360000-102-500731	\$12,250
Dept. Environmental Services, Geomorphic Grant, Contracts for Program Services	

**EXPLANATION**

The purpose of the requested action is to provide NHDES with professional well drilling services to replace three existing monitoring wells in the New Hampshire Groundwater Level Monitoring Network that have been damaged or compromised. The New Hampshire Geological Survey (NHGS), a unit of NHDES, received federal grant funds from the US Geological Survey to support these well replacement projects. This use of professional well drilling services and replacement projects are necessary to allow NHDES to maintain the long-term integrity of the statewide Groundwater Level Monitoring Network which provides valuable data on statewide groundwater levels and informs water resource decisionmaking, particularly during times of drought.

In December 2021, NHDES issued a Request For Bids (RFB) from firms that provide professionally licensed well drilling services. The selection process summarized here is further detailed in Attachment A. NHDES received responses to the RFB from two firms. The RFB included a contractor's bid schedule, with a quantity assigned to each task item for the bidder to provide unit rates to each task category. To enable proper comparison of bids, a sample project with hypothetical tasks with work to be conducted under the contract was provided. Terracon Consultants provided the lowest bid amount. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Terracon Consultants to be fair and reasonable.

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
Page 2

The amount of funding is a not-to-exceed amount of \$12,250. The contract has been approved by the Office of the Attorney General as to form, execution, and content. In the event federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott, Commissioner

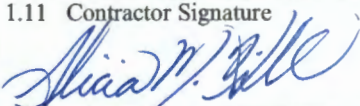
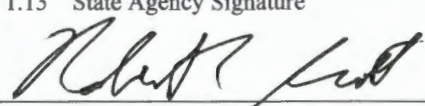
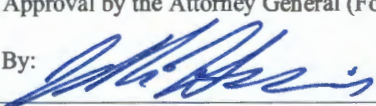
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services, New Hampshire Geological Survey		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Terracon Consultants, Inc.		1.4 Contractor Address 77 Sundial Ave, Suite 401W Manchester, NH 03103	
1.5 Contractor Phone Number 603-649-9700	1.6 Account Number 03-44-440010- 4036-102-500731	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$12,250.00
1.9 Contracting Officer for State Agency Michael W. Howley		1.10 State Agency Telephone Number 603-271-7332	
1.11 Contractor Signature  Date: 5/25/22		1.12 Name and Title of Contractor Signatory Alicia M. Hill Vice President	
1.13 State Agency Signature  Date: 5/31/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 6/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 5/25/22

**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

**17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**

**SPECIAL PROVISIONS**

The following provisions are ADDED to those listed in the State of New Hampshire Agreement Form P-37.

**25. VOLUME OF WORK.** The DEPARTMENT reserves the right to reduce the volume of services requested of the CONTRACTOR. Therefore, the DEPARTMENT does not guarantee that the CONTRACTOR will be requested to provide MONITORING WELL INSTALLATIONS equivalent to that stipulated in this contract.

**EXHIBIT B**

**SCOPE OF SERVICES**

**New Hampshire Groundwater Level Monitoring Network  
Well Replacement Project**

**1. LOCATION AND DESCRIPTION OF PROJECT**

The types of services required under this AGREEMENT shall be MONITORING WELL INSTALLATION and MONITORING WELL DECOMMISSIONING, as defined herein, which the DEPARTMENT may require until the completion date of this AGREEMENT. The work sites for this project are located in Concord, Franklin, and Colebrook, New Hampshire.

**2. SUPPLEMENTARY DEFINITIONS**

In addition to terms defined elsewhere in this AGREEMENT, the following definition shall be applicable:

**2.1 GEOLOGIST**

An employee or designated representative of the DEPARTMENT, responsible for observation of work performed by the CONTRACTOR and for communication with CONTRACTOR concerning the DEPARTMENT's project objectives and requirements. The term GEOLOGIST includes without limitation geologists, hydrogeologists, geomorphologists and other environmental scientists.

**2.2 MONITORING WELL INSTALLATION**

The term MONITORING WELL INSTALLATION shall include well drilling operations to be performed by CONTRACTOR with geotechnical drilling equipment using hollow stem augers or cased wash borings for the purpose of construction of overburden monitoring wells in stratified glacial aquifers (sand and gravel deposits).

**2.3 DEPARTMENT**

The term DEPARTMENT shall refer to the New Hampshire Geological Survey, a unit within the Office of the Commissioner, within the New Hampshire Department of Environmental Services. The DEPARTMENT is the primary entity responsible for the management of this AGREEMENT.

**3. SCOPE OF WORK**

**3.1 MONITORING WELL INSTALLATION To Be Provided**

The work to be performed under the terms of this AGREEMENT shall be overburden MONITORING WELL INSTALLATION, as defined under Paragraph 2.2 of this AGREEMENT, to be conducted at the three locations, identified as Concord, Franklin, and Colebrook, NH. The locations of the existing monitoring wells and the proposed



locations of the MONITORING WELL INSTALLATIONS are shown in Figures 1, 2, and 3, attached to this AGREEMENT in Attachment 1.

All work conducted under this work scope shall be conducted in conformance with the New Hampshire Water Well Board's Code of Administrative Rules, We 100-1000, by a drilling contractor holding a current license issued by the New Hampshire Water Well Board.

### **3.2 Purpose and Cooperation**

The purpose of these MONITORING WELL INSTALLATIONS is to replace existing overburden groundwater monitoring wells at three locations within the state. Each well will be primarily used to collect water level data. The CONTRACTOR will be overseen by a DEPARTMENT GEOLOGIST and mutually convenient dates will be agreed to prior to prosecution of the work plan.

### **3.3 Equipment and materials to be furnished by the CONTRACTOR**

This AGREEMENT requires MONITORING WELL INSTALLATIONS to be conducted such that the contract deliverables meet technical specifications as to content and format. The CONTRACTOR shall have the capability of furnishing, when directed, one working track/ATV drill rig with accessory equipment and equipment operators on the site. Drilling shall be conducted in accordance with ASTM D5783 - 95(2006), ASTM D5872 - 95(2006), and ASTM D5784 - 95(2006) or their successor standards.

In the performance of all MONITORING WELL INSTALLATIONS, under no circumstances will the CONTRACTOR sublet more than 25% of the total work under this AGREEMENT. Specific phases of the work may be sublet in their entirety provided the CONTRACTOR performs at least 75% of the total work under this AGREEMENT with its own forces.

This AGREEMENT requires MONITORING WELL INSTALLATIONS to be made utilizing specific materials, equipment, and preparatory products. Definitions of the categories of equipment and preparatory products that are required to be provided by the CONTRACTOR are provided in paragraphs 9 through 11 of this AGREEMENT.

#### **3.3.1 Drilling Rig to Be Furnished by the CONTRACTOR**

This AGREEMENT requires MONITORING WELL INSTALLATIONS to be conducted such that the contract deliverables meet technical specifications as to content and format. Definitions of the Track/ATV drill rig to be provided by the CONTRACTOR are listed below.

The CONTRACTOR shall have the capability of furnishing, when directed, one working Track/ATV drill rig with accessory equipment and equipment operators on the site at all times for the duration of the work. If the drill rig breaks down or becomes damaged so it is unusable, it shall be replaced with a working drill rig without compensation.

**Track/ATV Rig**

A track/ATV rig means a test boring drilling machine mounted on a tracked vehicle or on an all-terrain vehicle (ATV) which is normally transported to the work site on a trailer and which can then be driven under its own power off the highway over rough terrain to the boring location.

**3.4 Equipment Condition**

All equipment required to be provided by the CONTRACTOR shall be properly maintained and in sound condition that is suitable for drilling. The GEOLOGIST may reject any equipment that does not, in their judgment, meet these conditions, and the CONTRACTOR will replace the rejected equipment without additional compensation.

**3.5 Personnel**

The CONTRACTOR shall furnish only qualified personnel for all phases of the project covered by this AGREEMENT. During any drilling operations, the CONTRACTOR shall also keep at the site of work, a competent boring foreman and all necessary assistants. The boring foreman shall represent the CONTRACTOR, and all directions given by the GEOLOGIST to the foreman shall be binding as if given to the CONTRACTOR directly.

**3.6 Landowner Contacts**

The CONTRACTOR shall not notify or contact site landowners without obtaining prior written approval from the DEPARTMENT. As described under Paragraph 4.2, the DEPARTMENT, or its designee, shall be responsible for landowner contacts for site landowner granting of access for the completion of project work covered under this AGREEMENT.

**3.7 Pre-Job Meeting**

Upon issuance of a Notice to Proceed by the DEPARTMENT to the CONTRACTOR under Paragraph 5.2, the CONTRACTOR shall provide a representative to meet with representatives from the DEPARTMENT to discuss the proposed MONITORING WELL INSTALLATIONS. The Pre-Job Site Meeting will occur a minimum of 10 business days prior to initiation of MONITORING WELL INSTALLATION virtually using Microsoft Teams. The purpose of the Pre-Job Site Meeting will be to discuss the proposed scope of work, site and landowner access, and all other issues relating to the performance of the MONITORING WELL INSTALLATION(S). The DEPARTMENT will schedule and coordinate the Pre-Job Site Meeting.

**3.8 Professional Conduct**

CONTRACTOR shall perform the work under this AGREEMENT in a professional and cooperative manner. The GEOLOGIST may disqualify CONTRACTOR's personnel from work if, in his or her judgment, these conditions are not met. CONTRACTOR shall not be compensated separately for replacement of personnel rejected by the

GEOLOGIST or for standby time resulting from the CONTRACTOR's failure to meet these conditions.

**3.9 Insurance and Other Certificates**

The CONTRACTOR shall provide to the DEPARTMENT certificate(s) of insurance for Commercial Liability insurance and proof of Workers' Compensation in accordance with and in the amounts specified in the State of New Hampshire Agreement Form P-37, sections 14 and 15. The CONTRACTOR shall also submit a notarized Certificate of Authority indicating that the person who will execute the contract is authorized to enter into such agreements on behalf of the company, and a current Certificate of Good Standing from the New Hampshire Secretary of State.

**4. MATERIAL FURNISHED BY THE DEPARTMENT**

The DEPARTMENT will provide the following items to the CONTRACTOR.

**4.1 Project Plans**

The DEPARTMENT will provide the CONTRACTOR with a well drilling location. The general well locations are provided in Figures 1, 2, and 3. Additional ancillary data that, in the judgment of the CONTRACTOR, may provide additional benefit for the successful completion of the work under this AGREEMENT, may be requested from the DEPARTMENT by the CONTRACTOR.

**4.2 Landowner Contacts for Property Access**

The DEPARTMENT, or its designee, will be responsible for communicating with owners of properties that are to be affected by the work stipulated under this AGREEMENT for the purposes of MONITORING WELL INSTALLATION(S). Upon request by the CONTRACTOR, documentation by the DEPARTMENT relative to communication with landowners concerning property access, will be provided.

**5. WORK SCHEDULES AND PROGRESS REPORTS**

**5.1 Assignment Start Date**

The CONTRACTOR shall begin work on the start date specified in the Notice to Proceed, or on a later date that is mutually agreed upon by the CONTRACTOR and the GEOLOGIST. Once given Notice to Proceed, the CONTRACTOR shall work continuously to complete the project without delays.

**5.2 Notice to Proceed**

The DEPARTMENT will issue a Notice to Proceed, notifying the CONTRACTOR to begin work on the project under this AGREEMENT. The Notice to Proceed will include a maximum dollar cost for the work that will not be exceeded by the CONTRACTOR. The Notice to Proceed will also include dates, set in consultation with the CONTRACTOR, for starting and completing work on the project under this AGREEMENT.

### **5.3 Utility Clearance**

New Hampshire State Law, RSA 374:48-56, requires that anyone who excavates in a public way or utility easement must notify the utility damage prevention system, DIG-SAFE, at least 72 hours prior to starting work.

The CONTRACTOR shall be responsible to notify the DIG-SAFE Call Center (Tel. No. 1-888-DIGSAFE (1-888-344-7233)) at least 72 hours in advance of starting any excavation or erecting permanent construction signing. Saturdays, Sundays and legal holidays are not to be included in the computation of the required 72-hour notice.

The GEOLOGIST will mark the proposed locations of the MONITORING WELL INSTALLATIONS with wooden stakes prior to issuing a Notice to Proceed.

### **5.4 Erosion Control and Water Quality Management**

A Storm Water Pollution Prevention Plan will not be required for this project. However, appropriate pollution preventative measures and "Best Management Practices (BMP)" as outlined within the New Hampshire Stormwater Manual Vol. 3 - Erosion Control and Sediment Controls During Construction (December 2008), available on-line at the New Hampshire Department of Environmental Services website, shall be employed by the Contractor to assure that any detrimental impacts are minimized to the extent practicable.

Amend BMP's as necessary to provide for continued erosion and sediment control through the duration of the project. Appropriate temporary measures shall be constructed as necessary to prevent erosion based upon the Contractor's method of operation and schedule. Erosion control is incidental to the project and shall be subsidiary to the Work.

### **5.5 Inspection of the Work**

The CONTRACTOR's work shall be done in accordance with this AGREEMENT under the general direction of the DEPARTMENT or its authorized representatives. All work shall be accomplished only in the presence of the GEOLOGIST.

### **5.6 Work Hours**

The CONTRACTOR shall prosecute the work a minimum of 8 hours per working day until completion, excluding breakdowns or inclement weather. If the CONTRACTOR finds it impossible to start the work as stated above, the CONTRACTOR may make a written request to the GEOLOGIST for an extension of times. Any such request shall contain reasons, which the CONTRACTOR believes will justify the granting of the request. In the request, the CONTRACTOR shall submit the proposed starting date.

The CONTRACTOR shall not perform any work involving high noise machinery prior to 7:00 a.m. or after 7:00 p.m., unless otherwise approved by the GEOLOGIST. No work will be permitted on Saturdays and Sundays unless otherwise directed.

### **5.7 Assignment Completion Date**

The completion date for all work in this project will be specified in the Notice to Proceed. Extension of the completion date beyond that originally specified in the Notice to Proceed shall be at the discretion of the DEPARTMENT, after consultation with the CONTRACTOR.

### **5.8 Submission of Materials and Reports**

Upon completion of MONITORING WELL INSTALLATIONS, well completion reports will be submitted to the DEPARTMENT, per the Water Well Board Administrative Rules We 100-1000. All samples for each well, collected in the manner as specified in Paragraph 9.4 shall be provided to the GEOLOGIST of the DEPARTMENT at the site of drilling, using the methods specified in Paragraph 9.3.

### **5.9 Obstructions**

The DEPARTMENT makes no representations as to the character of the ground on which MONITORING WELL INSTALLATION is to be made, or that any location given will be free of obstructions. If field conditions indicate the need to offset any MONITORING WELL INSTALLATION from their planned location, the new conditions shall be approved by the GEOLOGIST before work is started at the offset location.

### **5.10 Excavation Permit and Purchase of Bond (Colebrook Site)**

For the replacement well drilling site in Colebrook, the successful contractor will also be required to complete a New Hampshire Department of Transportation (NHDOT) Excavation Permit and to provide to the NHDOT a bond or irrevocable letter of credit, valid for 24 months after MONITORING WELL INSTALLATION has been completed, in the amount specified on the Excavation Permit form. The application for the Excavation Permit and provision of the bond to NHDOT will be by and the responsibility of the CONTRACTOR. The DEPARTMENT will assist in completion of the Excavation Permit.

## **6. ABANDONED BORINGS**

Borings shall not be abandoned before reaching the final depth ordered by the DEPARTMENT except on the approval of the GEOLOGIST. No payment will be made for borings abandoned by reasons of error, accident, or negligence on the part of the CONTRACTOR. Borings abandoned prior to reaching required depth, caused by an obstruction or other reasonable cause beyond the control of the CONTRACTOR such that a boring cannot be completed, shall be replaced by a supplementary boring sited adjacent to the original and driven to the required depth. Penetration of the supplemental boring to the completed depth of the original boring may be made by any specified means selected by the CONTRACTOR and approved by the GEOLOGIST. Samples shall be taken in the supplementary boring from the elevation at which the original boring was abandoned in a manner specified for the original boring.

No payment will be made for any work on an abandoned boring.

## 7. SEALING BORINGS

The CONTRACTOR shall be responsible for the sealing of all completed borings, as per the acceptable methods specified in the New Hampshire Water Well Board Code of Administrative Rules, Chapter 600, Part We-604, Section We-604.05. The CONTRACTOR shall be responsible for addressing any and all issues concerning compliance with these stipulated rules.

## 8. DEVELOPING MONITORING WELLS

Once installed, each well will be pumped to develop the well filter pack and remove fine sediments from the well. A minimum of three volumes of well water should be evacuated until the purged water is free of sediment. The total volume pumped for each well shall be at the discretion of the GEOLOGIST.

## 9. CASING AND HOLLOW-STEM AUGERS (HSA)

### 9.1 Preferred Method

CONTRACTOR shall commence MONITORING WELL INSTALLATIONS using 4 ¼ inch ID HSA, covered under this section, unless the drive and wash technique is deemed to be required (as covered in Section 10), which may be used, after consultation with and approval of the GEOLOGIST.

### 9.2 Equipment Requirement

The CONTRACTOR shall provide drill casings and hollow-stem augers in quantities and sizes sufficient for work to be expedited. All holes are to be cased or augered for the length of the bore hole, as needed to satisfy field conditions.

### 9.3 Methodological Requirements

HSA shall be used in this work, and shall be equipped with a bottom plug during drilling to limit entrance of soil up inside the augers. The locations at which borehole data is collected shall be electronically georeferenced utilizing GPS by the GEOLOGIST.

### 9.4 Sampling Procedures, Preservation, and Labeling Requirements

Split spoon samples shall be taken at 5-foot intervals, although sampling may occur at a greater frequency if dictated by stratigraphic changes or as specified by the GEOLOGIST. Samples shall be collected in accordance with ASTM Method D-1586. Upon reaching the required sampling depth, drilling shall be stopped. If determined by the GEOLOGIST to be necessary, disturbed materials shall be removed from the hole, and a split spoon sample of the underlying undisturbed material shall be taken using a sampler that uses a sample retainer basket. Samples shall be removed from the hole in an unwashed condition such that they are representative of the natural environment within the hole from which they were recovered. Upon removal from the hole, a portion of the recovered sample shall be placed into a glass sample jar that is tightly sealed and of sufficient capacity that the samples are not distorted in the process of placement within

samples jars in any way. Each sample jar shall be assigned a sample number, and labeled with this number plus the location of the hole, the depth from which the sample was taken, the recovered length of the soil sample taken and the hammer blow counts needed to retrieve the sample. All samples from a specific hole shall be placed in a box labeled for that borehole.

## 10. BORING BY USE OF DRIVE AND WASH

CONTRACTOR may use drive and wash methods only after consultation with and approval by the GEOLOGIST.

Borings will typically be made by advancing a casing measuring 4 inches ID, and removing soil within the casing by washing with water or drilling with a rotary drill utilizing clean wash water. Recirculation of wash water using a washtub is permitted, so long as the washtub is of sufficient capacity and is equipped with a baffle to eliminate the reintroduction of cuttings into the hole. The use of drilling mud or fluid to increase the viscosity of the wash water shall not be permitted. Casing shall be advanced to the specified final depth of the boring prior to installation of the PVC well, drilling an uncased boring or "open hole" shall not be permitted. Casing shall not be advanced in stages that exceed the sampling intervals specified by the GEOLOGIST, after which the material within the casing shall be cleaned out to the depth of the casing using a tri-cone roller bit. Bottom discharge washing, including washing through a sampling spoon or open-ended drill rod, shall not be permitted without prior approval from the GEOLOGIST. Sampling will be conducted in accordance with section 9.4, above.

## 11. LOGS, AND DATA AND SAMPLE DELIVERY

### 11.1 Boring Logs

During the progress of each data collection operation, the DEPARTMENT will provide a GEOLOGIST to keep a log of all data collection and drilling operations.

### 11.2 Data and Sample delivery

All data from samples collected as described in Section 9.4, in addition to any soil and rock core samples shall be delivered to a location designated by the DEPARTMENT.

## 12. CLEAN UP, SITE RESTORATION

The CONTRACTOR shall clean up and leave all work sites in a neat and workmanlike manner, to the satisfaction of the GEOLOGIST. The CONTRACTOR shall exercise every caution in not damaging property, and shall repair any damage that may occur. Any property damage resulting from the CONTRACTOR's work shall be immediately reported to the GEOLOGIST. On completion of work at a specific location, the CONTRACTOR shall remove all equipment, materials, spoil, brush, and cuttings. All boreholes shall be sealed prior to worksite departure, as specified in Section 7. No holes, depressions, cracks or protrusions resulting from the work and which is unsightly or could present a public hazard shall remain. The CONTRACTOR may be recalled to any site, during the **one-year** period following completion of the work, to repair

surface settlement or cracks that develop in the work area. The CONTRACTOR shall not be compensated additionally for return site visits for clean-up, filling of holes, or other site restoration.



## EXHIBIT C

### METHOD OF PAYMENT

#### Payment schedule and stipulations

The work performed under this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

#### Method of measurement

The amount of work to be paid for shall be the quantity of work, satisfactorily performed by the CONTRACTOR under the terms of the AGREEMENT, completed and accepted by the DEPARTMENT as conforming to these specifications.

#### Basis of payment and definition of pay items

The accepted quantity of work will be paid for at the contract unit prices as defined below.

#### ITEM NO. 1 Mobilization and Demobilization

##### ITEM NO 1.1 – Pre-job virtual meeting

Prior to mobilization for field work, one representative of the CONTRACTOR is required to participate in a 1-hour virtual meeting prior to MONITORING WELL INSTALLATION for the purposes as specified in Exhibit B, Paragraph 3.7. This item, per meeting, shall include all associated costs including personnel for attending a pre-job meeting. The unit price for this item shall be One Hundred Fifty (\$150) Dollars.

##### ITEM NO. 1.2 – General Mobilization and Demobilization

This item shall include the costs associated with mobilizing a drill rig, as specified in Paragraph 3.3 of Exhibit B of this AGREEMENT, and 2-man crew, as specified in Paragraph 3.5 of Exhibit B of this AGREEMENT to each of the three (3) locations identified herein to conduct MONITORING WELL INSTALLATION. This item includes all costs of providing and maintaining the necessary equipment, tools, supplies and personnel stipulated in this AGREEMENT, and for costs of moving to and from the job site, including loading, unloading, trucking and transportation. An exchange of equipment units for any aspect of work covered under this AGREEMENT does not constitute a separate mobilization for pay purposes. For each MONITORING WELL INSTALLATION location, one mobilization set-up charge will be paid at the contract unit price, specified in the following items.

**ITEM NO. 1.2.1 – Mobilization to Concord, NH**

The unit price for this item shall be Six Hundred (\$600) Dollars.

**ITEM NO. 1.2.2 – Mobilization to Franklin, NH**

The unit price for this item shall be Eight Hundred (\$800) Dollars.

**ITEM NO. 1.2.3 – Mobilization to Colebrook, NH**

The unit price for this item shall be One Thousand Eight Hundred (\$1,800) Dollars.

**ITEM NO. 2 MONITORING WELL INSTALLATION**

**ITEM NO. 2.1 – Day Rate for Drilling Services**

For 4 ¼-inch inside diameter hollow stem auger borings or 4-inch drive and wash borings, payment will be made at the contract unit price per day. A day of drilling is defined as up to 8 hours on-site, not including mobilization time, as required for each of the three (3) MONITORING WELL INSTALLATIONS. One day rate for drilling services for installation of each of the three (3) monitoring wells is assumed. The unit price for this item shall be One Thousand Nine Hundred (\$1,900) Dollars.

**ITEM NO. 2.2 Steel protective casing with locking cap**

This item shall include the cost for a steel protective casing, 4 inches in diameter and 5 feet in length, with a locking Royer cap, for installation at the surface of each MONITORING WELL, on a per well, each basis. The unit price for this item shall be Eight-Five (\$85) Dollars.

**ITEM NO. 2.3 Well Materials - PVC pipe**

This item shall include the cost for flush-joint threaded PVC pipe, 2 inches in diameter, for installation in a MONITORING WELL, on a per foot basis. This includes both slotted well screen and solid well riser pipe. No more than 10 feet of well screen will be required for each replacement well (maximum of 30 feet total of well screen). The unit price for this item shall be Eleven (\$11) Dollars.

The total cost of all work, expenses and profit under this AGREEMENT shall not exceed **Twelve Thousand Two-Hundred Fifty (\$12,250) Dollars**. No payment will be made for work performed in excess of this amount.

The rates tabulated in the attached Bid Schedule shall include all charges attributed to direct costs, fringe benefits, payroll taxes, overhead, and direct expenses and shall be used in billing for all work done under this AGREEMENT.

All invoices for payment submitted to the DEPARTMENT by the CONTRACTOR must show unit prices and total units completed. Invoices may be submitted to the DEPARTMENT by the CONTRACTOR no more frequently than monthly upon completion of the MONITORING

WELL INSTALLATION at each site. Payment to the CONTRACTOR by the DEPARTMENT will be made no later than thirty (30) days after each invoice submittal has been received by the DEPARTMENT.

Invoices shall be mailed to:

Michael Howley  
Geoscience Program Specialist  
New Hampshire Geological Survey  
New Hampshire Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

# 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 TERRACON CONSULTANTS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 21, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 588945

Certificate Number: 0005641530



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of January A.D. 2022.

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

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State

### 2022 ANNUAL REPORT

Filed
Date Filed: 3/8/2022
Effective Date: 3/8/2022
Business ID: 588945
William M. Gardner
Secretary of State

BUSINESS NAME: <b>TERRACON CONSULTANTS, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>588945</b>
STATE OF INCORPORATION: <b>Delaware</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
10841 S Ridgeview Road Olathe, KS, 66061, USA	10841 S Ridgeview Road Olathe, KS, 66061, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: <b>CORPORATION SERVICE COMPANY (150560)</b>	
REGISTERED AGENT OFFICE ADDRESS: <b>10 Ferry Street Suite 313 Concord, NH, 03301, USA</b>	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / Engineering consulting services - Environmental, Geotechnical and Construction Material Testing.</b>	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
M. Gayle Packer	10841 S Ridgeview Road, Olathe, KS, 66061, USA	President
Michael J Yost	10841 S Ridgeview Road, Olathe, KS, 66061, USA	Secretary
Donald J. Vrana	10841 S Ridgeview Road, Olathe, KS, 66061, USA	Treasurer
M. Gayle Packer	10841 S Ridgeview Road, Olathe, KS, 66061, USA	Chairman of the Board of Directors
Timothy W Anderson	4685 S. Ash Ave, Suite H4, Tempe, AZ, 85282, USA	Director
Victor R Donald	10841 S Ridgeview Rd, Olathe, KS, 66061, USA	Director
Robert W Pavlicek	5463 W Waters Ave., STE 830, Tampa, FL, 33634, USA	Director
Vanessa D Zambo	10841 S Ridgeview Rd., Olathe, KS, 66061, USA	Director
M. Gayle Packer	10841 S Ridgeview Road, Olathe, KS, 66061, USA	Chief Executive Officer

<p>I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.</p> <p style="text-align: center;">Title: <b>Secretary</b></p> <p style="text-align: center;">Signature: <b>Michael J Yost</b></p> <p style="text-align: center;">Name of Signer: <b>Michael J Yost</b></p>
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(/online/Home/)  Back to Home (/online)

## Business Information

### Business Details

Business Name: TERRACON CONSULTANTS, INC.	Business ID: 588945
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 12/21/2007	Name in State of Incorporation: TERRACON CONSULTANTS, INC.
Date of Formation in Jurisdiction: 12/21/2007	
Principal Office Address: 10841 S Ridgeview Road, Olathe, KS, 66061, USA	Mailing Address: 10841 S Ridgeview Road, Olathe, KS, 66061, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: blboerner@terracon.com	Phone #: 913-599-6886
Notification Email: blboerner@terracon.com	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Engineering consulting services - Environmental, Geotechnical and Construction Material Testing.	

Page 1 of 1, records 1 to 1 of 1



10841 S. Ridgeview Road  
 Olathe, KS 66061  
 P (800) 593-7777  
 F (913) 599-0547  
 Terracon.com

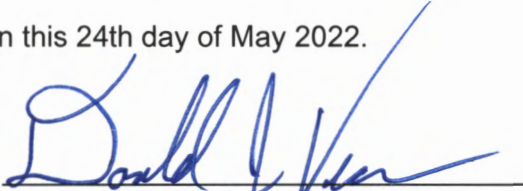
**CERTIFICATION OF CORPORATE AUTHORITY**

I, Donald J. Vrana, the undersigned Executive Vice President of Terracon Consultants, Inc., the "Corporation" hereby certify that:

The Corporation is duly organized and existing under the laws of the State of Delaware. A Resolution adopted at the January 6, 2022, board meeting, resolved that the Corporation's Officers have the authority to sign any and all documents on behalf of said Corporation. The Corporation's Board of Directors adopted the Resolution, which is contained in Corporation's minute book, at a duly authorized board meeting. A quorum of Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with Corporation's charter and by-laws. The Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

Alicia M. Hill is a Vice President and Officer of the Corporation and as such is authorized, empowered, and directed to take all actions and to execute, deliver, and perform for or on behalf of the Corporation, all instruments, documents, agreement, certificates, or writing, and any amendments thereof, as such authorized person deems advisable in connection with all Corporation's projects.

Witness my hand and seal of the Corporation this 24th day of May 2022.

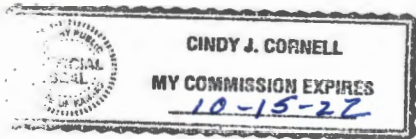
  
 Donald J. Vrana  
 Executive Vice President, Treasurer, CFO

**ACKNOWLEDGEMENT**

State of Kansas )  
 ) ss.  
 County of Johnson )

This instrument was acknowledged before me on May 24, 2022 by Donald J. Vrana, as Executive Vice President of Terracon Consultants, Inc.

  
 Notary Signature





# CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

4/6/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : The Travelers Indemnity Company		25658
INSURER D :		
INSURER E :		
INSURER F :		

INSURED 1312891 TERRACON CONSULTANTS, INC.  
77 SUNDIAL AVENUE  
MANCHESTER, NH 03103

COVERAGES TERCO01 CERTIFICATE NUMBER: 18403284 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	TC2J-GLSA-1118L293	1/1/2022	4/1/2022	EACH OCCURRENCE \$ 2,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TC2J-GLSA-9P529930	4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> XCU COVERAGE						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	N	N	TC2J-CAP-131J3858.	1/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXX
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	N	N	ZUP-91M46583	1/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000
B	<input type="checkbox"/> EXCESS LIAB			(EXCLUDES PROF. LIAB.)			AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$ XXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N	N/A	UB-6S387647-22-51R (AOS)	1/1/2022	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			UB-6S630271-22-51R(AZ,MA,WI)	1/1/2022	4/1/2022	E.L. EACH ACCIDENT \$ 1,000,000
B	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1T88663A-22 (AOS)	4/1/2022	4/1/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C				UB-1T885681 (AZ,MA,WI)	4/1/2022	4/1/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2022	4/1/2023	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER 18403284 NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES 29 HAZEN DRIVE CONCORD NH 03301	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ATTACHMENT A**  
**Procurement Process**

The procurement process for this Agreement was conducted in accordance with the NH Code of Administrative Rules, CHAPTER Adm 600, PART Adm 606(c). In December 2021, NHDES advertised on the Department of Administrative Services website and in the Union Leader Newspaper a Request For Bids (RFB) from licensed drilling contractors for the installation of three (3) groundwater monitoring wells to be installed in Colebrook, Concord, and Franklin, New Hampshire. NHDES provided detailed specifications in the Invitation to Bid document for installation of the monitoring wells and instructions for submission of bids on the DAS website. Attachment 1 of the RFB was a spreadsheet with quantities assigned for each item with a request for the bidder to assign unit rates to the specified categories. Attachment 2 of the RFB was the P-37 Standard Contract Form with Exhibits A, B, and C included. Attachment 3 of the RFB were maps and images of the three sites for monitoring well installation.

The following two firms responded to the RFB:

- Terracon Consultants, Inc. – Manchester, NH
- New England Boring Contractors, Inc. – Derry, NH

NHDES verified that the two firms that responded to the RFB are drilling contractors holding a current license issued by the New Hampshire Water Well Board and are in good standing. Both of the qualified firms provided unit rates for the item categories in the bid spreadsheet to NHDES. To enable proper comparison of bids, a sample project with hypothetical tasks for work to be conducted under the agreements was provided in this manner. The bids were opened and read aloud on January 14, 2022 in the lobby of 29 Hazen Drive. The computed total bid determined by summing the unit rates and quantities specified for all bid items is summarized in the following table:

<b>Drilling Contractor</b>	<b>Total Bid Amount</b>
Terracon Consultants, Inc.	\$10,845.00
New England Boring Contractors, Inc	\$11,905.00

Terracon Consultants, Inc. provided the lowest bid. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Terracon Consultants, Inc. to be fair and reasonable. NHDES negotiated a scope of services and timeframe for providing the drilling services specified in the Invitation to Bid documents and attachments.