



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

5L

November 15, 2019

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 execute an amendment to the Agreement (PO #7002269) with John Turner Consulting, Inc., (Vendor Code #158313-B001), Dover, NH, to provide construction materials testing services at state-owned dams by extending the completion date of the Agreement to December 31, 2021 from December 31, 2019, upon Governor & Council approval. The original Agreement was approved by the Governor & Council on December 6, 2017 as Item #34. 100% Capital (General) Funds.

EXPLANATION

Under the current Agreement, John Turner Consulting, Inc. provides on-demand construction materials testing services to help meet New Hampshire dam safety requirements on repair/reconstruction projects at state-owned dams. NHDES currently has repair/reconstruction projects under way at state-owned dams including Chesham Dam (Harrisville) and Island Pond Dam (Stoddard) that will need significant testing services for concrete and soil materials in early 2020, in addition to several planned projects over the next two years.

John Turner Consulting, Inc. has agreed to continue under the negotiated terms, billing rates and conditions of the original Agreement. To date, \$15,377.50 has been spent of the original contract amount of \$30,000.00.

This amendment has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

Robert R. Scott, Commissioner

**AMENDMENT #1
TO AN
AGREEMENT
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
JOHN TURNER CONSULTING, INC.**

**PROFESSIONAL SERVICES – ON-DEMAND CONSTRUCTION
MATERIALS TESTING SERVICES**

WHEREAS the State of New Hampshire Department of Environmental Services (“NHDES”) has entered into an Agreement with John Turner Consulting, Inc. in the amount of \$30,000.00 for professional on-demand construction materials testing services for repair/reconstruction projects on dams owned by the State of New Hampshire for the period December 6, 2017 through December 31, 2019.


WHEREAS NHDES wishes to execute an Amendment 1 to the Agreement to extend the completion date of the Agreement to December 31, 2021 from December 31, 2019, upon Governor & Council approval.

WHEREAS John Turner Consulting, Inc. has agreed to extend the current Agreement using the original approved rates assigned in Table B-1 of the Agreement.

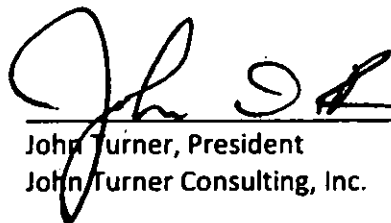
NOW THEREFORE, amend the original Agreement between NHDES and John Turner Consulting, Inc. as approved by Governor and Council on December 6, 2017, as Item #34 in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement to read: December 31, 2021.

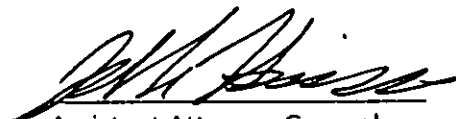
All other conditions outlined in the contract shall remain in effect.



Robert R. Scott, Commissioner
Department of Environmental Services



John Turner, President
John Turner Consulting, Inc.



Assistant Attorney General
Department of Justice



JOHN TURNER CONSULTING, INC.

Certificate of Vote

I, Nancy B Hutchins Nancy B. Hutchins, hereby certify that I am the duly elected Secretary of John Turner Consulting, Inc. I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on 11/7/19 at which a quorum of the Board was present and voting.

VOTED:

The purpose of this meeting was to name those persons within the corporation who are authorized to sign documents on behalf of the Corporation for the NH Department of Environmental Services, 17 228:1-VIII-A, Dam Repairs and Reconstruction, Capital Projects (03-44-44-442030-1544-034-500161).

RESOLVED, that the following persons are authorized to sign, as indicated:

President, Treasurer, and Director for all purposes. All document authors for the purpose of technical reports.

11/7/19 I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of 11/7/19 and that John D. Turner is the duly elected CEO, President, Treasurer, and Director of this corporation.

Date: 11/7/19


Nancy B Hutchins, Clerk/Secretary

State of New Hampshire

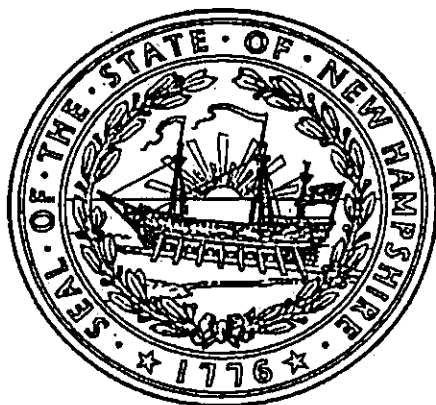
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHN TURNER CONSULTING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 03, 1997. 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: 279565

Certificate Number: 0004613084



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

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 Cross Insurance-Portsmouth 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	CONTACT NAME: Amethyste Spardel	
	PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073 E-MAIL ADDRESS: aspardel@crossagency.com	
INSURED John Turner Consulting Inc. 44 Lafayette Road, Suite 6 PO Box 953 North Hampton NH 03862	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: The Charter Oak Fire Ins Co	25615
	INSURER E: Admiral Insurance Company	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019-2020 GL MASTER REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			630-9N221189	10/30/2019	10/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-9N222033	10/30/2019	10/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-9N222948	10/30/2019	10/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9N223195	10/30/2019	10/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL LIABILITY			EO000050359	10/30/2019	10/30/2020	AGGREGATE \$3,000,000 EACH CLAIM \$3,000,000

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

John Turner is excluded from the Workers Comp. Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies.

CERTIFICATE HOLDER

NH Department of Environmental Services
PO BOX 95
29 Hazen Drive
Concord
NH 03302

CANCELLATION

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
Amethyste L. Spardel AAI-M



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

November 7, 2017

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

APPROVED G & C

DATE 12/6/17

ITEM # 34

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an Agreement with John Turner Consulting, Inc., (VC # 158313-B001) Dover, New Hampshire, in the amount of not-to-exceed \$30,000 to provide on-demand construction materials testing services for repair and reconstruction projects at certain dams owned by the State of New Hampshire, effective upon Governor & Council approval through December 31, 2019. Funding is 100% Capital (General) Funds.

Funds are available in the account as follows:

FY 2018
03-44-44-442030-1544-034-500161 \$30,000
Dept. of Environmental Services, 17 228:1-VIII-A, Dam Repairs and Reconstruction, Capital Projects

EXPLANATION

The State of New Hampshire owns 278 dams, including many of the largest and most economically important dams in the state. NHDES is responsible for the operation and maintenance of most state-owned dams. Many dam repair and reconstruction projects require construction materials testing per New Hampshire dam safety requirements. NHDES has multiple projects in the planning stages that will require construction materials testing. Because the list of projects and schedules may be revised over time with changes in priorities, an "on-call" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.

In April 2017, NHDES advertised in the Union Leader and on the Department of Administrative Services website a request for qualifications and standard test rates from construction materials testing providers for on-demand construction materials testing services. NHDES received responses from Terracon of Manchester, ConTest Consultants, Inc. of Goffstown, and John Turner Consulting, Inc., of Dover. NHDES approved the qualifications of all three companies. The rates were requested for the applicable ASTM (American Society for Testing and Materials) standard tests for soil and

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

concrete, laboratory procedures, and mileage/expenses. A cost analysis was performed by applying the rates provided in the proposals received to a list of six project locations around the state where testing services are anticipated to be required during the duration of this contract. The primary criterion for rating proposals were the estimated cost to provide on-demand construction materials testing services for the six projects. The results of the analysis are summarized in the following table (a more complete summary table by project is provided in Attachment A).

Construction Materials Testing Provider	Estimated Total Project Costs
Terracon	\$51,270.16
John Turner Consulting, Inc.	\$25,460.00
ConTest Consultants, Inc.	\$46,684.40

Based on the lowest cost of the proposals received, John Turner Consulting, Inc. was selected to establish an agreement for on-demand construction testing services using the rates and expenses provided in their proposal. NHDES has negotiated terms and conditions for the services to be provided, the process for establishing scopes of work for individual projects, authorization to conduct work, billing rates, and a not-to-exceed cost of \$30,000 for this agreement with John Turner Consulting, Inc.

Because the number and choice of testing for each project varies, individual scopes of work must be established for each project. The process for this is outlined in Exhibit A (Services). The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

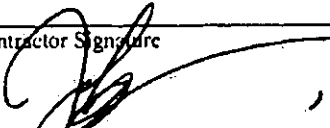
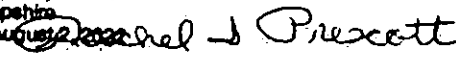
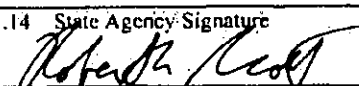
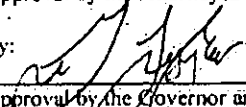
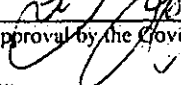
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION:

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name John Turner Consulting, Inc.		1.4 Contractor Address 19 Dover Street, Dover, NH 03820	
1.5 Contractor Phone Number 603-749-1841	1.6 Account Number 03-44-44-442030-1544-034-500161	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Timothy C. Carney		1.10 State Agency Telephone Number 603-271-8871	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Turner, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>9-20-17</u> , 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: RACHEL I. PRESCOTT, Notary Public State of New Hampshire My Commission Expires August 2, 2022  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rachel I Prescott, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Robert R. Scott, Commissioner</u> Date: <u>8 Nov 17</u>	
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) (if applicable) By:  On: <u>11/16/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

Jan
11/20/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

**EXHIBIT A
SERVICES**

1. **WORK TO BE PERFORMED BY THE CONTRACTOR**

- 1.1 Work Program: The Work Program, as described below in Section 2, contains certain activities to be performed with the funds pursuant to this Agreement.
- 1.2 Contractor Assurance: John Turner Consulting, Inc., heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the New Hampshire Department of Environmental Services (NHDES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).
- 1.3 Work Products: All materials, maps, reports, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to NHDES on or before the due dates, and in the number of copies and format specified in the Work Program.

2. **WORK PROGRAM**

- 2.1 Title: On Demand Construction Materials Testing Agreement.
- 2.2 Project Locations: Certain state-owned dams as authorized by NHDES.
- 2.3 Objective: The purpose of this agreement is to provide "on-call" construction materials testing services at certain dams owned by the State of New Hampshire.
- 2.4 Background/Description: The State of New Hampshire owns 278 dams, including many of the largest and most economically important dams in the state. NHDES serves as "owner" to most of those dams, and is responsible for the operation and maintenance of those and most other state-owned dams. Many dam repair and reconstruction projects require construction materials testing per New Hampshire dam safety requirements. NHDES has multiple projects in the planning stages that will require construction materials testing. Because the list of projects and schedules may be revised over time with changes in priorities, an "on-call" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.
- 2.5 Work Tasks: Project specific work tasks will be assigned by NHDES in a scope of work for each individual project. When DES has need for construction materials testing services, NHDES shall submit to the Contractor a proposed scope of work a minimum of 24-hours before the work is to be done. The Contractor will complete the scope of work within the time frame agreed to in scope of work unless otherwise mutually agreed to by

A-1

Contractor Initials

Date

J.A.
9/20/11

- 2.9 Timeliness of Results: Results from Sieve Analysis (C117), Sieve Analysis Fines (C136), Laboratory Compaction (D698), and Modified Proctor (D1557) tests shall be made available to NHDES within 24 hours of the test. Results from Constant Head Permeability (D2434) test shall be made available to NHDES within 48 hours of the test. Results from Sieve/Hydrometer Analysis (D422) tests shall be made available to NHDES within 72 hours of the test.
- 2.10 Other Services: Hourly rates for Project Engineer, Special Inspector, Project Manager, Professional Engineer, and Principal can only be applied if specifically requested in writing by NHDES as an extra service and are not attachable to any other rates.
- 2.11 Project Duration: Governor and Council approval through December 31, 2019.

EXHIBIT B
AGREEMENT PRICE, METHOD, AND TERMS OF PAYMENT

1. PROGRAM COSTS AND REVIEW

- 1.1 Program Costs: As used in this Agreement, the term "program costs" shall mean all expenses directly or indirectly incurred by John Turner Consulting, Inc., heretofore referred to as the "Contractor", in the performance of the program activities, as determined by the New Hampshire Department of Environmental Services (NHDES) to be eligible and allowable for payment in accordance with this Agreement and scopes of services approved under the provisions of this Agreement.
- 1.2 Payment of Program Costs: Subject to the terms and conditions of this agreement, NHDES agrees to pay the Contractor all allowable program costs, provided, however, that in no event shall the total of all payments made by the NHDES pursuant to this Agreement exceed the amount of the contract price as set out in paragraph 1.8 of the General Provisions and that the program costs have been incurred prior to the completion date. Program costs may be paid if requested within 90 days after the completion date.
- 1.3 Payment of Reimbursable Program Costs: NHDES agrees to reimburse the Contractor for program costs, except that program costs may be retained until the NHDES determines that a particular program activity or portion of the program activity hereunder has been satisfactorily completed.
- 1.4 Conditions Precedent to Payment: Notwithstanding the foregoing provisions of this Section or anything to the contrary contained herein, it is understood and agreed that each payment shall be conditioned upon NHDES' determination that the project activities have been and are being performed in a satisfactory manner.
- 1.5 Review by NHDES; Disallowance of Costs: At any time during the performance of the program activities, and upon receipt of any interim work products, progress reports, final work products, or an audited financial report, NHDES may review all program costs incurred by the Contractor and all payments made to date. Upon such review NHDES shall disallow any expense items which are not allowable or are determined to be in excess of actual expenditures and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If NHDES disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

If payment has been made with respect to costs that are subsequently disallowed, NHDES may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Contractor refund to the NHDES the amount of the disallowed costs.

2. PAYMENT PROCEDURE

B-1

Contractor Initials

Date

JT
9/2/17

TABLE B-1

Construction Materials Testing Rates

<u>FIELD TESTING</u>	UNITS	RATE
A. Soils Field Inspection (ASTM D1556 and/or D2922)	half day	\$140.00
	full day	\$240.00
B. Concrete with Reinforcing Steel Field Inspection (ASTM C31, C138, C143, C173, C1064)	half day	\$140.00
	full day	\$240.00
C. Nuclear Density Testing (D2922)	per visit	\$20.00
D. Staff Engineer	per hour	\$70.00
E. Special Inspector	per hour	\$75.00
F. Project Manger	per hour	\$60.00
G. Senior Engineer	per hour	\$90.00
 <u>LABORATORY TESTING (ASTM SOIL TESTING METHODS)</u>		
A. Sieve Analysis (C117)	each	\$50.00
B. Sieve Analysis fines (C136)	each	\$50.00
C. Sieve/Hydrometer Analysis (D422)	each	\$90.00
D. Laboratory Compaction (D698)	each	\$70.00
E. Modified Proctor (D1557)	each	\$90.00
F. Constant Head Permeability (D2434)	each	\$90.00
G. Direct Shear - Consolidated, Drained (D3080)	each	\$450.00
H. Hydraulic Conductivity (D5084)	each	\$450.00
 <u>LABORATORY TESTING (ASTM CONCRETE TESTING METHODS)</u>		
A. Compressive Strength	each	\$11.00

Contractor Initials *LO*
 Date 9/2/17

**EXHIBIT C
SPECIAL PROVISIONS**

1. The New Hampshire Department of Environmental Services (NHDES) has negotiated terms and conditions for the services to be provided, the process for establishing scopes of work for individual projects, authorization to conduct work, billing rates, and a not-to-exceed cost for this Agreement with John Turner Consulting, Inc., heretofore referred to as the "Contractor". Because the number and choice of testing for each project varies, individual scopes of work requested by NHDES must be established for each project.
2. Project specific work tasks will be formulated by a scope of work for each individual project. NHDES alone has the responsibility of allocating projects or tasks (an "assignment"). When NHDES has need for construction materials testing services, NHDES shall contact the Contractor with a proposed scope of work. With a minimum notice of 24 hours, the Contractor shall be on-site to provide the services requested in the scope of work.
3. Only work authorized by NHDES under an approved scope of work will be eligible for compensation under this Agreement. NHDES will not approve payment for any work outside of the parameters set forth in an approved scope of services. Rates for testing procedures and services are provided in Exhibit B (Table B-1).
4. Assignment of subcontractors is not allowed under this contract without an approved amendment from the Governor and Executive Council.

C-1

Contractor Initials

Date

JS

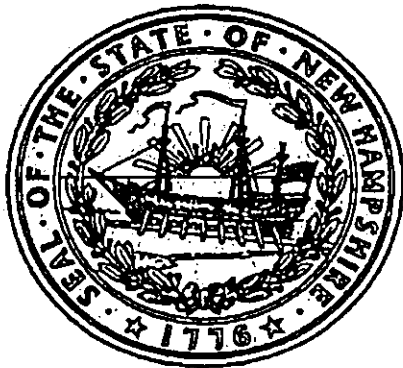
9/2/17

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 JOHN TURNER CONSULTING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 03, 1997. 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: 279565



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:
John Turner Consulting, Inc. Corporation; and that

2. John Turner is duly elected

President of said corporation; and that

3. On January 1, 2017 at a duly authorized meeting of the Board of Directors of said corporation at * which all the Directors were present or waived notice, it was voted that

John Turner - President of this corporation

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. The above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:


(Signature of Clerk or Secretary)

Name: Amy Steves

(please print or type name of Clerk/Secretary)

Date: August 10, 2017

(insert date Certificate signed by Clerk or Secretary)**

*This date must be on or before the date that the corporate officer signs the contract.

**This date must be on or after the date that the corporate officer signs the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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

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

PRODUCER John J. Flynn Ins Agy Inc 818 Central Ave Dover NH 03820		CONTACT NAME: John Flynn PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370 E-MAIL ADDRESS: John.Flynn@Flynninsurance.net	
INSURED John Turner Consulting Inc. 19 Dover St Dover NH 03820		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual INSURER B: Admiral Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL17102443602 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BR658301086	10/20/2017	10/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.A. OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA658301086	10/20/2017	10/20/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		UB058301086	10/20/2017	10/20/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	XWS34301086	10/20/2017	10/20/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		R0000040091-01	10/20/2017	10/20/2018	EACH OCCURRENCE 3,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Business Owner, John Turner, is excluded from the Workers Compensation policy.

CERTIFICATE HOLDER NH Department of Environmental Services PO BOX 95 29 Hazen Drive Concord, NH 03302	CANCELLATION 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 John Flynn/SRM
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Attachment A

Summary of On-Demand Materials Testing Proposal Cost Analysis

		<i>Terracon</i>	<i>John Turner Consulting, Inc.</i>	<i>Contest, Inc.</i>
Project	Town	Estimated Project Cost	Estimated Project Cost	Estimated Project Cost
Mendums Pond Dam	Nottingham	\$7,049.00	\$3,845.00	\$7,195.40
Childs Bog Dam	Harrisville	\$7,012.28	\$4,325.00	\$5,715.00
Howe Reservoir Dam	Harrisville	\$2,877.84	\$1,750.00	\$3,498.00
Little Bog Dam	Odell	\$18,082.60	\$7,135.00	\$16,464.00
Armington Lake Dam	Piermont	\$8,159.56	\$3,475.00	\$7,342.00
Chesham Pond Dam	Harrisville	\$8,088.88	\$4,930.00	\$6,470.00
Total Cost		\$51,270.16	\$25,460.00	\$46,684.40