

Charles M. Arlinghaus Commissioner (603) 271-3201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Joseph B. Bouchard Assistant Commissioner (603) 271-3204

Catherine A. Keane Deputy Commissioner (603) 271-2059

May 14, 2019

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

REQUESTED ACTION

- 1. Pursuant to RSA 4:8, Gifts to the State, authorize the Department of Administrative Services to accept an additional donation of \$18,323 for a revised total of \$101,000 from the Lakes Region Planning Commission in the form of a payment to Nobis Engineering, Inc., to conduct additional testing as part of a Brownfields Environmental Assessment of portions of the Lakes Region Property formerly known as the Laconia State School on Route 106 in Laconia (Property). The Governor and Council approved the original request on October 31, 2018, item #94.
- 2. Pursuant to the approval of Requested Action #1 above, the Department of Administrative Services is requesting further authorization to amend a Property Access Agreement with the Lakes Region Planning Commission and the Consent for Access to Property Agreement with Nobis Engineering Inc., its site assessment contractor by extending the completion date from June 30, 2019 to September 20, 2019 and increasing the scope of work for additional environmental assessment testing.

EXPLANATION

In accordance with Chapter 340, Laws of 2017, the Lakeshore Redevelopment Planning Commission was established to study the former Laconia State School Property and "identify potential development alternatives for the purpose of developing the state-owned property for self-sustaining economic development and job creation for the benefit of the city of Laconia, Belknap County and the State of New Hampshire." One of the major obstacles and risks for redeveloping the Property is determining the extent of potential environmental hazards on the Property, especially those identified in a Phase I site assessment in 2010.

His Excellency, Governor Christopher T. Sununu and the Honorable Council May 14, 2019 Page 2 of 2

Nobis Engineering recently completed a partial Phase II Environmental Assessment and we are requesting that the State approve the additional payment to Nobis Engineering, Inc., to complete additional testing of gap areas identified in the initial phase II environmental assessment and extend the contract completion date to September 20, 2019.

The Lakes Region Planning Commission is offering an additional portion of their EPA Brownfields grant funds to Nobis Engineering, Inc., to complete additional environmental assessment testing. The additional environmental testing includes two days of subsurface exploration, installation of an additional monitoring well, surface soil sampling and collecting supplemental groundwater samples.

Respectfully Submitted,

Charles M. Arlinghaus Commissioner

Property Access Agreement Amendment Brownfields Partial Phase II Environmental Assessment

It is hereby agreed that the Property Access Agreement that was part of a contract approved by NH Governor and Council on October 31, 2018 between Lakes Region Planning Commission, as "LRPC" and the Department of Administrative Services as "State", for a Brownfields partial phase II environmental site assessment at the Lakes Region Facility (formerly known as the Laconia State School), is amended as follows:

- Delete Paragraph 5 in its entirety and replace it with the following:
 - 5. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) September 20, 2019.
 - 2. All other provisions of that certain service agreement, approved by Governor and Council on October 31, 2018, shall remain in full force and effect.

LAKES REGION PLANNING COMMISSION 'STATE OF NEW HAMPSHIRE

BY Suffy Hayes Selfry R. Hayes (Print Name) Title: Executive Director Date: 4/30/19	Charles Arlinghaus (Print Name) Title: Commissioner Date: 5-16-19
On the 30th day of April 2010, there appeared before me, in the State and county foresaid a person who satisfactorily identified himself as	OFFICE OF THE ATTORNEY GENERAL BY:
Jeffrey K. Hayes and acknowledged that he executed this document indicated above.	Title: <u>Assoc. AG</u> Date: <u>5/21/19</u>
In witness thereof, I hereunto set my hand and official seal. CONL. K. CONCL. Notary Public/Justice of the Peace	The foregoing contract amendment was approved by Governor and Council of New Hampshire on: Signed:
My Commission Expires CANDAMASSION COMMISSION DOPRES (Date)	(Print Name)

CERTIFICATE OF AUTHORITY

- I, Patricia Farley, do hereby certify that:
- (1) I am the duly-elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Commission;
- (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- (4) at its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts and that this authorization remains in full force until it is revoked;
- (5) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (6) the following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this **30th** day of April, 2019.

Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 2012 day of April, 2019, before me Carl. R. Carder the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Carl R. Carder

Carl R. Carder, Notary Public

Commission Expiration Date:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/2019

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(les) 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). CONTACT NAME: Jennifer Reckmeyer PRODUCER FAX (A/C, No): Melcher & Prescott Insurance Group PHONE (603) 524-4535 (A/C, No, Ext): E-MAIL 426 Main Street ireckmeyer@melcher-prescott.com ADDRESS: NAIC # INSURER(S) AFFORDING COVERAGE 24074 NH 03246 Ohio Casualty Insurance Co Laconia INSURER A INSURED INSURER B Lakes Region Planning INSURER C 103 Main Street-Humiston Bldg INSURER D : INSURER E NH 03253 Meredith INSURER F 18/19 Master **CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP AUOLISUBR TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence 100,000 CLAIMS-MADE | X OCCUR 15,000 MED EXP (Any one person) 1,000,000 BZO58692113 07/14/2018 07/14/2019 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY ___ PRO-JECT PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT s 1,000,000 AUTOMOBILE LIABILITY (Ea eccident) ANY AUTO **BODILY INJURY (Per person)** \$ OWNED AUTOS ONLY SCHEDULED BAO58692113 07/14/2018 07/14/2019 **BODILY INJURY (Per accident)** Α AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE HIRED AUTOS ONLY \$ \$ UMBRELLA LIAB 1,000,000 OCCUR EACH OCCURRENCE USO58692113 07/14/2018 07/14/2019 1,000,000 Α **EXCESS LIAB** AGGREGATE CLAIMS-MADE DED RETENTION \$ 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N XWO58692113 07/14/2018 07/14/2019 OFFICER/MEMBER EXCLUDED? 500 000 2 (Mandatory in NH) DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Statutory State(s): NH CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of New Hampshire Department of Administrative Services Charles Arlinghaus or Designee AUTHORIZED REPRESENTATIVE 25 Capital Street Rm 120 Jung Rulimage Concord NH 03301

Consent for Access to Property Amendment Brownfields Partial Phase II Environmental Assessment, Nobis Engineering, Inc.

It is hereby agreed that the Consent for Access to Property that was part of a contract approved by NH Governor and Council on October 31, 2018 between Lakes Region Planning Commission, as "LRPC" and the Department of Administrative Services as "State", for a Brownfields partial phase II environmental site assessment at the Lakes Region Facility (formerly known as the Laconia State School), is amended as follows:

- 1. Delete Paragraph 4 in its entirety and replace it with the following:
 - 4. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) September 20, 2019.
- 2. Add the following to the LRPC BFWA-2018-004.00 Proposed Work Scope and Budget dated August 16, 2018:

Two days of subsurface exploration to delineate pesticides in the vicinity of the Poultry House, additional monitoring well installation downgradient of fill materials confirmed in the vicinity of the Lumber Shed and Garage, surface soil sampling in the vicinity of newly identified drums and debris in the eastern undeveloped portion of the property, and supplemental groundwater sample collection from new wells and existing well MW-209. Total value of technical services increased not to exceed \$101,000.

3. All other provisions of that certain service agreement, approved by Governor and Council on October 31, 2018, shall remain in full force and effect.

NOBIS ENGINEERING INC.	STATE OF NEW HAMPSHIRE
BY Demont	By alan
Kenneth R. Koornneef, PE	Charles Arlinghous
(Print Name) Title: President/CEO	Title: (Print Name)
Date: 5/2/19	Date: 5-16-19
NOTARY PUBLIC/JUSTICE OF THE PEACE	OFFICE OF THE ATTORNEY GENERAL
On the 2 day of May 2019, there appeared before me, in the	BY:
2 <u>017</u> , there appeared before me, in the State and county foresaid a person who satisfactorily identified himself as	(Print Name)
Kenneth Kormeef, and	Title:
acknowledged that he executed this document indicated above.	Date:

n witness thereof, I hereunto set my nand and official seal.	The foregoing contract amendment was approved by Governor and Council of New Hampshire on:
Notary Public/Justice of the Peace	Signed:
Лу Commission Expires: JOANNA B. EDDY, Notary Рибло	Signed:
y Commission Expires December 23, 2019	(Print Name)
(Date)	Title:

;

Action by Unanimous Written Consent of the Board of Directors of Nobis Engineering, Inc. (Contract Authority)

The undersigned, being all of the directors of Nobis Engineering, Inc., a New Hampshire corporation (the "Corporation") hereby adopt the following resolutions by unanimous written consent. The following resolutions hereby adopted have the same force and effect as such resolutions would have if adopted at a duly convened meeting of the Board of Directors of the Corporation, and shall also serve to ratify, confirm and approve all actions heretofore taken by the Corporation with respect to the consummation of the transactions authorized below:

RESOLVED: That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments, and is further authorized to execute any such related documents and certificates on behalf of the Corporation, which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the United States Federal Government, any State or municipality in the United States and any and all subdivisions, agencies, bureaus, authorities or departments of any of the foregoing, and is further authorized to execute any such related documents and certificates which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: That the Unanimous Written Consent of Chief Executive Officer and Sole Director in Lieu of Special Meeting of the Board of Directors, dated May 10, 2010, regarding "GENERAL CONTRACT SIGNATORY AUTHORITY PER COMPANY PROJECT", as thereafter amended or restated prior to the effective date hereof, is hereby amended and restated in its entirety as follows: From the effective date of these consent resolutions and continuing until the authority hereby granted is revoked or modified by subsequent action of the Corporation's board of directors, that the following officers are hereby each authorized and empowered, acting singly or together, to enter into, execute and deliver contracts and agreements on behalf of the Corporation with existing or new private customers of the Corporation, who are not federal, state or municipal customers, for services to be rendered by the Corporation in the ordinary course of the Corporation's business and within the Corporation's ordinary geographic market area, without the further prior consent of any other Corporation officer or the Corporation's board of directors, provided that such respective contract approval and signatory authority for the respective officers shall not exceed the aggregate maximum per project contract

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

Maximum Aggregate Per Project Contract Authority
Officer
For Private Contracts

Kenneth R. Köörnneef, as CEO and/or as President
Unlimited Authority
Abhijit Nöbis, as Chief Strategy Officer

and/or as Treasurer

Unlimited Authority

Peter W. Delano, as Senior Vice President

\$250,000 per Project.

RESOLVED: That, these unanimous consent, resolutions may be executed in counterparts; each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective; as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth-herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

Date Roseline H. Bougher, Director

Date April 23 2018

Date Roseline H. Bougher, Director

April 4 2018

Abhlin Nobis Director

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

Maximum Aggregate Per Project Contract Authority For Private Contracts

Kenneth R. Koornneef, as CEO and/or as President

Unlimited Authority

Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer

Unlimited Authority

Peter W. Delano, as Senior Vice President

\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

DIRECTORS:

Date

Officer

14. 2018

Date

24,2018

Date

Kirk B. Leoni, Director

Roseline H. Bougher, Director

Abhijit Nobis/Director



May 2, 2019

Mr. Michael Connor State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 417 Concord, NH 03301

Dear Mr. Connor:

The certificate of authority approved by the Board of Directors on April 4, 2018 is still in effect and such authority has not been repealed, rescinded, or amended.

Sincerely,

Nobis Engineering, Inc.

Nannu Nobis, P.E.

Secretary

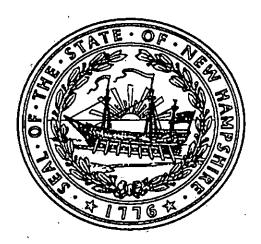
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: 140923

Certificate Number: 0004514288



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of May A.D. 2019.

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

VSANTOSUOSSO

DATE (MM/DD/YYYY) 5/2/2019

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	CONTACT NAME:					
Ames & Gough 859 Willard Street	PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617)					
Suite 320	EMAIL BORRESS: boston@amesgough.com					
Quincy, MA 02169	INSURER(5) AFFORDING COVERAGE					
•	INSURER A: Valley Forge Insurance Company A(XV)					
INSURED	INSURER B : Continental Insurance Company A(XV) 3528					
Nobis Engineering, Inc.D/B/A Nobis Group 18 Chenell Drive Concord, NH 03301	INSURER C: Hartford Casualty Insurance Company A+ (XV)	29424				
	INSURER D : Beazley Syndicate 2623/623 at Lloyd's A+, XV					
	INSURER E:					
	INSURER F:	ļ				

COVERAGES CERTIFICATE NUMBER: 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	Ī	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	·s	
A	X	COMMERCIAL GENERAL LIABILITY					<u> </u>	EACH OCCURRENCE	\$	2,000,000
	L	CLAIMS-MADE X OCCUR			6043450373	9/30/2018	9/30/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GE	Y'L AGGREGATE LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- X LOC				ļ		PRODUCTS - COMP/OP AGG	\$	4,000,000
	<u> </u>	OTHER:							s	
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	<u> </u>	ANY AUTO			6043450339	9/30/2018	9/30/2019	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								,	s	
В	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			6043450356	9/30/2018	9/30/2019	AGGREGATE	\$	5,000,000
		DED X RETENTION\$ 10,000							s	
С		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 1	N/A		08WEGEK8600	9/30/2018	9/30/2019	E.L. EACH ACCIDENT	\$	1,000,000
	I -	idatory in NH)	7/2					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional Liab.			W2030E180401	9/30/2018	9/30/2019	Per Claim		2,000,000
D	& P	ollution			W2030E180401	9/30/2018	9/30/2019	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION			
State of NH/Dept Administrative Services Attn: Charles Arlinghaus 25 Capital Street Room 120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Concord, NH 03301	AUTHORIZED REPRESENTATIVE			
	Joan A. D. Lany			

CORD



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120 Concord, New Hampshire 03301

#94

Charles M. Arlinghaus Commissioner (603)-271-3201 Joseph B. Bouchard Assistant Commissioner (603)-271-3204

Catherine A. Keane Deputy Commissioner (603)-271-2059

October 8, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House, Concord, NH-03301

REQUESTED ACTION

- 1. Pursuant to RSA 4:8, Gifts to the State, authorize the Department of Administrative Services to accept a donation from the Lakes Region Planning Commission in the form of a payment of \$82,677 to Nobis Engineering, Inc. to conduct a Brownfields Environmental Assessment of portions of the Lakes Region Property formerly known as the Laconia State School on Route 106 in Laconia (Property).
- 2. Pursuant to the approval of Requested Action #1 above, further authorization is requested for the Department of Administrative Services to enter into a Property Access Agreement with the Lakes Region Planning Commission and Consent for Access to Property Agreement with Nobis Engineering Inc., its site assessment contractor, detailing mutual covenants, conditions, and agreements to allow Nobis Engineering Inc. to conduct a Brownfields Environmental Assessment of portions of the Property effective upon Governor and Council through the completion of the assessment not to exceed June 30, 2019.

EXPLANATION

In accordance with Chapter 340, Laws of 2017, the Lakeshore Redevelopment Planning Commission has been established to study the former Laconia State School Property and "identify potential development alternatives for the purpose of developing the state-owned property for self-sustaining economic development and job creation for the benefit of the city of Laconia, Belknap County and the State of New Hampshire." One of the major obstacles and risks for redeveloping the Property is determining the extent of potential environmental hazards on the Property, especially those identified in a Phase I site assessment in 2010. The Lakes Region Planning Commission is offering a portion of their EPA Brownfields grant funds to the State to conduct a partial Phase II assessment of portions of the Property that will benefit the State of New Hampshire through further investigation and identification of these potential environmental hazards. The Brownfields Assessment will include the following:

His Excellency, Governor Christopher T. Sununu and the Honorable Council October 8, 2018 Page 2 of 2

site inspection of the north and northeast forested areas, collecting and analyzing soil samples, drilling and monitoring wells, collecting and analyzing ground water samples and taking photographs.

The Lakes Region Planning Commission has contracted with Nobis Engineering Inc., to conduct the Brownfields Assessment. Administrative Services personnel will be present during any field activities.

Respectfully submitted,

Charles M. Arlinghaus

Commissioner :

PROPERTY ACCESS AGREEMENT

Lakes Region Facility, Laconia

This Property Access Agreement (this "Agreement") is made this 25 day of
2018 by and between the State of New Hampshire (the "State"), by and
hrough its Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire
03301, and the Lakes Region Planning Commission (the "LRPC"), 103 Main Street, Suite #3,
Meredith, New Hampshire 03253-9287.

- A. The State owns a parcel of land located in Laconia, New Hampshire known as the "Lakes Region Facility" (formerly known as the "Laconia State School") (hereinafter, the "Facility"), which is bounded on three sides by New Hampshire Route 106, Meredith Center Road, and Eastman Road, respectively, hereinafter referred to as the "Premises; and
- B. The LRPC desires for the employees, and contractors of Nobis Engineering Inc., (hereinafter, the "Contractor") to have access to the Premises for the purpose of performing a partial Phase II assessment (the "Assessment") of the Premises to be conducted at LRPC's sole cost pursuant to an Environmental Protection Agency (the "EPA") Brownfields grant received by the LRPC. The purpose of this partial Phase II site assessment is to make preliminary determinations of the types and general extent of contamination in the soil and groundwater on various portions of the Premises; and
- C. The State is willing to grant the requested access pursuant to the terms set forth herein.

In consideration of the promises and covenants set forth herein, the parties agree as follows:

- 1. The State hereby agrees to grant to the employees and contractors of the LRPC (collectively, the "Licensees") access to the Premises for the purposes of conducting the following tasks: site inspections of the north/northeast forested area, excavating test pits for observation, inspection and sampling, collecting and analyzing surface soil samples, drilling and monitoring groundwater wells, collecting and analyzing groundwater samples and taking photographs as part of the Assessment described hereinabove, such access to include the right to enter and leave the Premises in order to perform the aforementioned Assessment.
- 2. The LRPC and or the Licensees shall notify the State at least three (3) days in advance of any visit to or site work to be performed on the Premises by any of the Licensees. Such notification may be provided by telephone or electronic mail.
- 3. At least three (3) days in advance of any meeting to be held by or among any of the Licensees and EPA and/or any department of NH state government or any other third party (collectively, "Third Parties") regarding or relating to the Assessment, the LRPC and or the Licensees shall invite the State to attend and participate in such meeting. Such invitation may be provided by telephone or electronic mail.

- 4. Immediately upon receipt of LRPC of any final reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information from any of the Licensees regarding or relating to the Assessment, or any other information, whether in draft or final form, received by the LRPC or the Licensees from Third Parties, the LRPC or the Licensees shall provide to the State a conforming copy of such written or graphical information in the manner, medium, or format reasonably requested by the State. No reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information regarding or relating to the Assessment, whether in draft or final form, will be shared with or distributed to Third Parties without distributing such information to the State at least one business day prior to such sharing or distribution to such department of third person.
- 5. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) June 30, 2019.
- 6. Notwithstanding the foregoing, the State may terminate this Agreement at any time for any or no reason upon providing written notice to the LRPC.
- 7. Except as otherwise provided in this Agreement, any written communication to be provided hereunder or in connection herewith shall be sent via first class mail or electronic mail to the designated contact person for each party at the corresponding address indicated below:

State:

Michael Connor, or his designee or successor State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 112
Concord, NH 03301
(603) 271-6899
michael.connor@nh.gov

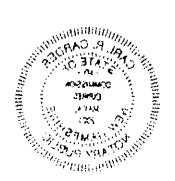
LPRC:

Jeffrey R. Hayes, or his successor Lakes Region Planning Commission 103 Main Street, Suite #3 Meredith, NH 03253-9287 (603) 279-8171 jhayes@lakesrpc.org

8. The State makes no representation about the condition, structural integrity, safety, or suitability of the Premises or any other building at the Facility for entry or approach by any person. Any of the Licensees who choose to enter or approach the Premises do so of their own free will, at their own risk, and with full knowledge of the poor and deteriorating condition of the Premises and the inherent risk of severe bodily injury and death posed by entering or approaching a structurally unsound building.

- 9. This Agreement shall not be construed to grant access to any buildings or other structures located at the Facility.
- 10. The rights granted under this Agreement shall be nontransferable, nonassignable, and nonexclusive.
- 11. The LRPC and /or the Licensees shall be liable for any and all property damage or bodily injury resulting, or claimed to result from Licensee's use of the Facility and Premises as provided in Consent for Access to Property.
- 12. This Agreement shall be construed according to the laws of the State of New Hampshire.
- 13. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.
- 14. This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.
- 15. Under no circumstances shall this Agreement be construed to constitute an offer, commitment, agreement, or option to sell or purchase any real property, including, without limitation, the Premises, the Facility, or any part thereof.
- 16. EFFECTIVE DATE OF AGREEMENT: This Agreement shall only become effective upon execution by both of the parties hereto.

March 19



1. M. M. J. B. M.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

STATE: STATE OF NEW HAMPSHIRE By and through its DEPARTMENT OF ADMINSTRATIVE SERVICES By: Charles M. Arlinghaus, Commissioner LRPC: Lakes Region Planning Commission By: Jeffrey Briayes, Executive Director STATE OF NEW HAMPSHIRE COUNTY OF BOLKNOO

On this 23rd day of August, 2018, before me, the undersigned officer, personally appeared Jeffrey R. Hayes, who acknowledged himself to be the Executive Director of the Lakes Region Planning Commission, and being so authorized, executed the foregoing instrument for the purposes therein contained.

Notary Public/Justice of the Peace

My Commission Expires:

COMMISSION

EXPRES

WAY A

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MAY A

MAY

The foregoing agreement was approved

by the Governor and Council

On <u>OCT 3 1 2018</u>, 2018

Signed:

DEPUTY SECRETARY OF STATE

Mike/memos/LRPC Draft Property Access Agreement clean rpc & dm 8-14-18 edits rev

CERTIFICATE OF AUTHORITY

- I, Patricia Farley, do hereby certify that:
- (1) I am the duly-elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the commission;
- (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- (4) at its regular meeting held on April 13, 2016, the executive board of the commission voted to grant the commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts and that this authorization remains in full force until it is revoked;
- (5) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (6) the following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 23rd day of August, 2018.

Price 4)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 23rd day of August 2018, before me Carl. R. Carder the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

lari K. Cardu

Carl R. Carder, Notary Public

Commission Expiration Date:



CONSENT FOR ACCESS TO PROPERTY

Lakes Region Facility, Laconia

NAME: State of New Hampshire

PROPERTY: Parcel of land approximately 200 acres bounded on three

sides by NH Route 106, Meredith Center Road, and

Eastman Road

ADDRESS OF PROPERTY: Lakes Region Facility

1 Right Way Path (NH Route 106)

Laconia, New Hampshire

I (We) consent to the officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives of Nobis Engineering Inc., (Contractor) entering and having continued access to the above-referenced Property subject to the terms and conditions set forth herein for the sole purpose of conducting a partial Phase II site assessment (the "Assessment"), which may include, and shall be limited to, any or all of the following activities:

> Site Inspection of north/northeast forested area

- > Excavating test pits for observation, inspection and sampling
- > Collecting and analyzing soil samples
- > Drilling and monitoring wells
- > Collecting and analyzing ground water samples
- > Taking Photographs

I (We) realize that these actions by the Contractor are undertaken pursuant to Environmental Protection Agency (EPA)'s authority under the Small Business Liability Relief and Brownfields Revitalization Act.

TERMS AND CONDITIONS:

The State of New Hampshire, through its Department of Administrative Services, (the "State"), acknowledges and understands that all site work and visits will be conducted by the Contractor on behalf of LRPC. The LRPC acknowledges that the State has no contractual or direct formal relationship with the Contractor for this scope of work, and the LRPC further acknowledges and understands the State's reasonable liability concerns that arise from allowing a private third party over which it has no direct supervisory authority and with which it has no formal agency or contractual relationship to conduct the activities contemplated hereby. Therefore, in exchange for the foregoing consent, the Contractor hereby expressly agrees to observe and comply with the following terms and conditions:

The Assessment and each of its component activities listed above shall be conducted entirely within the scope of, and in strict compliance with, that certain Brownfields Assessment TASK ORDER #BFWA-2018-004.00, in the form attached hereto, which

is incorporated herein by reference. No activities other than those listed above shall be undertaken on the Property without the prior express written consent of the State. Notwithstanding the foregoing or any other provision of this Consent, the State shall not be responsible for and shall have no obligation to pay LRPC or Contractor for any work performed by Contractor pursuant to the Assessment.

- 2. The Contractor shall conduct no site visit or work on or within the Property except in the presence of an authorized State representative.
- 3. Under no circumstances shall this Consent be construed to permit access to any building or structure located at the Lakes Region Facility.
- 4. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) June 30, 2019.
- 5. Notwithstanding the foregoing, the State may terminate this Agreement at any time for any or no reason upon providing written notice to the Contractor.
- 6. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 7. The Contractor shall, at its sole expense, repair any damage to the Property as may result from the access granted by this Consent. The Contractor shall, at its sole expense, clean the Property as needed to restore it to its original condition as of the date immediately prior to the effective date of this Consent. The Contractor shall, at its sole expense, promptly and properly remove and dispose of any waste or debris, hazardous or otherwise, as may be generated, removed from, or left on or within the Property by the Contractor. All work performed under this Assessment, including without limitation the removal and disposal of any waste or debris, hazardous or otherwise, shall be performed in accordance with all applicable local, state, and federal laws and regulations.
- 8. The State shall be simultaneously provided conforming copies of any final reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information as may be generated by or exchanged between the Contractor, the LRPC, or their employees, contractors, regarding or relating to the Assessment. No reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information regarding or relating to the Assessment, whether in draft or final form, will be shared or distributed to EPA or any department of NH State government or any other individual or entity other than LRPC, the Contractor, or their employees or contractors without distributing such information to the State at least one business day prior to such sharing or distribution to such department of third person.

- 9. The Contractor shall be solely responsible for damage to property or injuries to (or death of) persons which may arise from or be attributable or incident to the exercise of the privileges granted under this Consent, including without limitation approaching a deteriorating building resulting in damage to the building, for damage to the property of the Contractor, and for damage to the property or injuries to the person of any of the Contractor's employees, agents, principals, subcontractors, or representatives or others who may have entered the Property at their invitation or at the invitation of any one of them.
- 10. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - A. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:
 - 1. Employers Liability Limits of Liability:
 - a. \$100,000 each accident.
 - b. \$500,000 Disease policy limit.
 - c. \$100,000 Disease each employee.
 - Any applicable deductibles shall be shown on the insurance certificate.
 - B. Comprehensive General Liability Insurance:
 - 1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause Paragraph 11) Explosion, Collapse, Underground coverages:
 - a. Limits of Liability:
 - 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
 - 2) \$2,000,000 General Aggregate Include per Project Aggregate
 Endorsement
 - \$2,000,000 Products/ Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be names as additional insured.
 - C. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - 1. Limits of Liability:
 - a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage
 - D. Commercial Umbrella Liability
 - 1. Limits of Liability:
 - a. \$1,000,000 Each Occurrence
 - b. \$1,000,000 General Aggregate
 - c. \$1,000,000 Completed Operations Aggregate
 - E. General Insurance Conditions

- 1. All of the insurance policies required by this Agreement shall require the insurer to provide the State with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.
- 2. The policy described 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.
- 3. For all insurance coverages for which the State of New Hampshire must be named as an additional insured, the certificate of insurance shall state the certificate holder as:

State of New Hampshire
Department of Administrative Services
Charles Arlinghaus or designee
25 Capitol Street, Room 120
Concord, NH 03301

- 11. The Contractor shall defend, indemnify, save, and hold harmless the State, its officers, employees, and agents from and against any and all losses suffered by the State, its officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the State, its officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Contractor in conducting the activities contemplated by this Consent. Nothing contained in this Consent shall be construed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby expressly reserved to the State.
- 12. The Contractor shall not be allowed on or within the Property until they have first signed this Consent and delivered the original to the State.
- 13. The foregoing terms and conditions provisions shall be included (or expressly incorporated by reference) in any agreement between the Contractor and its contractor(s) or subcontractor(s) relating to the Property and the Assessment described herein.

I (We) give this written permission voluntarily with knowledge of my (our) right to refuse and rescind such permission at any time.

	DEPARTMENT OF ADMINISTRATIVE
	SERVICES O
8	By:

STATE OF NEW HAMPSHIRE

	Name: CHARLES ARLINGHAUS
<i>r</i>	Title: Commissioner Jomin Suc
	Address: STATE HOUSE AMER
•	25 CAPHOLST RM (20
	CONCORD NH 03301
	Phone: (603) 201-320(
The Contractor hereby acknowledge set forth in this Consent.	es and agrees to the foregoing terms and conditions
	NOBIS ENGINEERINGINC.
Date:August 23, 2018	of filleren
·	Name: Kenneth R. Koornneef, P.E.
	Title: President/CEO
	Address: _18 Chenell Drive
	Concord, NH 03301
	Phone: (603)224-4182
,	•
OFFICE OF THE ATTORNEY GENE By: Martn	RAL
Sr. Assistant Attorney General	
On: 10/11/18	—
' '	·

The foregoing agreement was approved by the Governor and Council

On OCT 3 1 2018

, 2018.

Signed:

DEPUTY SECRETARY OF STATE

Memos/nobis lrpc consent for access clean with rpc & dm 8142018 edits



August 16, 2018 Project No. 93004.00

Mr. Jeffery R. Hayes.
Executive Director
Lakes Region Planning Commission
103 Main Street, Suite # 3
Meredith, NH 03302-0095

Re: BFWA-2018-004.00

Proposed Work Scope and Budget
Phase II Environmental Site Assessment
Laconia State School
One Right Path Way
Laconia, NH 03246
NHDES Site No. 199212023, Project No. 24760

Dear Mr. Hayes:

Nobis Engineering, Inc. (Nobis) is pleased to provide the Lakes Region Planning Commission (LRPC) Brownfields Program with the following work scope and budget (WS&B), to perform a Phase II Environmental Site Assessment (ESA) for the above referenced site. As requested, this WS&B was prepared to address site-specific *Recognized Environmental Conditions* (*RECs*) identified during the completion of a prior Phase I ESA¹ of the site in August 2010.

This work will be completed under Nobis' agreement with LRPC for Conducting Hazardous Materials Brownfields Inventory and Assessments in the Lakes Region Planning Commission Region (as executed on March 16, 2017) as Brownfields Work Assignment (BFWA) No. BFWA-2018-004.00. These assessment efforts will use petroleum and hazardous waste funding available through Environmental Protection Agency (EPA) Brownfields Grant BF-00A00022 awarded to LRPC.

BACKGROUND

The property is currently owned by the State of New Hampshire and is situated in sparsely populated area of Laconia, New Hampshire. Nearby properties are generally residential in nature. The property was originally developed for institutional use. The property consists of two parcels of land with a total acreage of 212 acres, which can be accessed by Right Way Path in Laconia, New Hampshire. The property is currently zoned for single family residential use.

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¹ "Phase l'Environmental Site Assessment, Revision 2, Lakes Region Facility, 1 Right Way Path, Laconia, New Hampshire" by Credere Associates, LLC of Westbrook, ME dated August 26, 2010.



Historical records indicate that the subject property was originally developed for agricultural purposes. In 1903 the New Hampshire School for the Feeble-Minded began operations at the subject property. The State of New Hampshire acquired the property in 1915, and the institution continued to operate until 1991. The property was transferred to the Department of Corrections in 1991, and the property was converted to a minimum/medium security prison. The prison was closed during the summer of 2009. The property may be acquired by the City of Laconia with potential redevelopment of the property. Current redevelopment plans assume demolition of some of the existing Site buildings, and redevelopment of others.

SCOPE OF WORK

Brownfields Assessments are necessary to evaluate RECs identified previously. Based on our knowledge of the site history and assessment activities completed to date, we propose to complete investigations in an approach intended to compliment an EPA Targeted Brownfields Assessment (TBA) expected to occur concurrently. It is noted that to meet Brownfields eligibility requirements, only hazardous substances can be assessed. Our scope of work to complete Phase II investigations is as follows:

Task 0001 - Initial Site Visit and Work Scope Development

Task 001 includes a review of the TBA investigation elements to formulate an appropriate assessment/investigative scope and preparation of this WS&B estimate for review and approval by LRPC. The work scope development process also includes soliciting prices from:

- A licensed New Hampshire and NELAC Accredited Analytical Laboratory; and
- A licensed New Hampshire Driller.

Nobis attended an initial site visit on July 11, 2018 as part of our TBA scope and met with representatives of LRPC, EPA, NHDES, and the Lakeshore Redevelopment Planning Commission to review the site characteristics, and has subsequently prepared this WS&B. A summary of the costs per task for the supplemental investigations is included on the attached Budget Summary.

Task 0100 - Site-Specific QAPP Addendum

Based on the information gathered during the initial site visit, Nobis will prepare and submit (electronic format) to the NHDES and EPA a Site-Specific Quality Assurance Project Plan Addendum (SSQAPPA), which will describe the quality control (QC) and quality assurance (QA) protocols and other technical procedures to be followed during implementation of the work to ensure that the results meet the stated performance criteria. The SSQAPPA will be based on Nobis' Generic Quality Assurance Project Plan, Revision 3 (RFA# 16002) as approved by EPA and NHDES, and will refer to standard operating procedures for Nobis and our subcontractors. It is anticipated the SSQAPPA will be a combined document to include a description of assessment and investigation activities being funded by both LRPC and EPA.



Task 0200 - Health and Safety Plan

Prior to conducting site work, Nobis will prepare a site-specific health and safety plan (HASP) for all on-site activities in accordance with Occupational Safety and Health Administration (OSHA) requirements. It is anticipated the HASP will be a combined document to include a description of assessment and investigation activities being funded by both LRPC and EPA.

Utility clearance and Dig Safe notification will be completed as part of the TBA scope of work and is not included in this WS&B.

Task 0300 - Site Visit and Background Information Review

Prior to initiating intrusive activities, Nobis will visit the site to meet with owner representatives and will review available plans and historical information regarding the presence of former sources of potential contamination, such as petroleum and chemical storage tanks, floor drains, and other site infrastructure.

Additionally, Nobis will conduct an inspection of a forested area to the north/northeast of the main campus. This area contains foundation structures and other evidence of former buildings reportedly associated with a farm operation that historically existed on the property. The prior Phase I ESA documented the presence of these features but reportedly could not inspect the area in detail at the time. Nobis staff will inspect this area to evaluate for possible *RECs* not previously identified.

Task 0400 - Historic Resources Review and Coordination

As a federally-funded project, intrusive work is subject to review and approval by the New Hampshire Division of Historical Resources (DHR). The Site is considered of high historical value and subsurface activities and investigations proposed will be reviewed by representatives of DHR. It is anticipated that facilitation of the review process will require a visit to the DHR office in Concord, New Hampshire and completion of a Project Review Form and records check. Additionally, it is anticipated one meeting at this Site will be required with representatives of DHR to discuss the proposed assessment activities.

Task 0500 – Subsurface Investigation and Monitoring Well Installations

Based on our understanding of the project and anticipated subsurface conditions and as depicted on the attached Figure 1, Nobis will subcontract with a New Hampshire licensed drilling contractor to complete a drilling program comprised of advancing 14 test borings in areas of the site identified with *RECs*. The investigation and monitoring well installation locations will be designed in such a way as to complement assessment activities being performed for the EPA TBA concurrently. A total of five (5) days is anticipated to complete the drilling program.

Nobis assumes excess soil cuttings will be disposed of on the site if no environmental impacts are noted during field activities. If impacts are observed, investigation derived waste (IDW), such

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as excess soil cuttings will be placed in appropriate 55-gallon drums. Disposal options will be evaluated based on the results of the analytical testing for this investigation. Based on the results, additional testing may be required for final disposal.

Nobis will provide a full-time field geologist to monitor the explorations. Nobis' field representative will screen soil for total volatile organic compounds (VOCs) using a PID equipped with a 11.7 eV lamp, review soil samples for visual classification purposes, collect environmental soil samples in accordance with EPA Method 5035 protocols and prepare a boring log for each test boring.

Observations and PID readings will be recorded on the soil borings logs. One (1) soil sample from each boring exhibiting the highest level of total VOCs and/or in closest proximity to the water table elevation will be submitted for laboratory analysis.

Each soil sample collected will be placed in pre-preserved laboratory supplied containers, transported on ice and delivered under proper chain-of-custody procedures to Eastern Analytical, Inc. (EAI) for the following analyses:

- VOCs in accordance with the NHDES Petroleum and Hazardous Waste Full List of Analytes via EPA Method 8260B;
- Semi-volatile organic compounds (SVOCs) per EPA Method 8270;
- Total petroleum hydrocarbon (TPH) per EPA Method 8015 (diesel-range organics)
- Polychlorinated biphenyls (PCBs) per EPA Method 8082 using Soxhelet extraction;
- 13 Priority Pollutant Metals (Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn); and
- Pesticides per EPA Method 8081.

Although a SSQAPPA will be prepared to identify required QA/QC samples, for purposes of this work scope and budget, it is assumed that one (1) trip blank for VOCs and one (1) duplicate for each analysis proposed will be submitted for laboratory analysis.

Subsequent to completion of the test borings, the borings will be converted to groundwater monitoring wells. Each monitoring well will be constructed with its lowermost section consisting of a 0.010-inch slotted Polyvinyl Chloride (PVC) well screen. The length of the monitoring well screens will be set so that the screened portion of the monitoring wells spans the water table elevation observed during test boring advancement. The boring annulus for each monitoring well couplet will be backfilled with silica sand and sealed above the screened portion of the monitoring well with bentonite clay. The monitoring wells will be completed via 6-inch, locking steel road boxes set in concrete at surface grade.

Once monitoring well installation is complete, the monitoring wells will be developed using a surge block and inertial pump. The surge block significantly increases the surging/removal process by reducing the annular gap between the surge block and the inside wall of the monitoring well screen. As the surge block is forced up and down the screened portion of the monitoring well, water is forced in and out of the monitoring well screen, similar to traditional development



procedures for large domestic water supply wells. The in-and-out motion of the water through the monitoring well screen assists in settling and setting the silica sand pack and removing potentially stagnant water from the monitoring well. In addition, fines accumulated in the bottom of the monitoring well and from the surrounding sand pack annulus are removed which in turn allows a fresh influx-of groundwater from the surrounding geologic formation, thereby providing a more representative groundwater sample.

If evidence of contamination is noted (sheen, odor, free product, etc.), IDW, such as excess well development purge water, will be placed in appropriate 55-gallon drums and disposal options will be evaluated based on the results of the analytical testing for this investigation. If no evidence of contamination is noted during purging, extracted water will be discharged to the nearby ground surface and allowed to recharge.

Following monitoring well installations a wellhead location and elevation survey of each site monitoring well will be completed. Pertinent site features including the boring/monitoring well locations and the site-specific benchmark will be depicted on a plan and the newly acquired well elevations will be provided within a summary table. Given the number of wells and the aerial extent of the monitoring well network, it is anticipated up to four days will be required to complete well development and elevation survey of the newly-installed monitoring wells.

Task 0600 - Groundwater Sample Collection

A minimum of two weeks following well installation, groundwater samples will be collected from each of the 14 new monitoring wells. Groundwater levels will be measured at each well location prior to the collection of groundwater samples. Groundwater sampling will be performed in accordance with EPA's Low Flow/Low Stress (low flow) purging and sampling methodology. Based on the number of samples, it is anticipated groundwater sampling will be performed by two staff over a three-day period. The collected groundwater samples will be submitted to EAI for the following analyses:

- VOCs per EPA Method 8260B;
- SVOCs per EPA Method 8270;
- PCBs per EPA Method 8082;
- 13 Priority Pollutant Metals; and
- Pesticides per EPA Method 8081.

Additionally, three (3) monitoring wells will be selected for sample collection and analysis of perand polyfluoroalkyl substances (PFAS) in accordance with current NHDES policy for Brownfields assessments.



Although a SSQAPPA will be prepared to identify required QA/QC samples, for purposes of this work scope and budget, it is assumed that one (1) trip blank for VOCs and one (1) duplicate for each analytical method proposed will be submitted for analysis.

Task 0700 - Phase II ESA Report

Nobis will prepare a Phase II ESA report in accordance with ASTM E1903 – 11. The Phase II ESA report will include a summary of the field activities completed, a soil and groundwater laboratory data evaluation, a site hydrogeologic assessment and discussing including an assessment of subsurface stratigraphy and distribution of COCs. The Phase II ESA will also discuss groundwater flow directions and potential impact to nearby receptors, if any and will also include our recommendations. Laboratory data will be summarized in tables and sample locations and additional conceptual information will be shown on figures. A discussion of QA/QC, including data validation, will also be included. It is anticipated that this report will be combined with required reporting elements for the EPA TBA being performed concurrently with the intent of having a single document. A draft report will be prepared in an electronic Portable Document Format (PDF) for distribution or review to the EPA and LRPC and other stakeholders for review and comment. Once approved by the final report will be prepared and provided to stakeholders as a PDF and uploaded to the NHDES OneStop database. Bound paper copies of the report can also be provided, if requested.

Task 0800 - Project Management and Data Review

A Nobis Project Manager (PM) will manage all field, analytical, and reporting activities involved in this project. The PM will also be responsible for providing updates to LRPC regarding the field activities, analytical results, scheduling, and budget. The analytical data generated during the investigation tasks will be tabulated into a cumulative summary and forwarded to LRPC for review prior to preparation and submittal of the Phase II ESA Report.

The estimated budget for the Phase II ESA scope of services described above is provided in the attached budget spreadsheet. If you have any questions regarding this proposed Phase II WS&B,



please do not hesitate to contact the undersigned. We appreciate the opportunity to assist you on this project.

Sincerely,

Nobis Group®

Clarence "Tim" Andrews, P.G

Senior Project Manager

Director of Environmental Services

Attachment: Project Work Scope and Budget Estimate

Figure 1 - Proposed Test Boring Locations

LRPC BROWNFIELDS WORK ASSIGNMENT - BUDGET SHEET

SCOPE & BUOGET ESTIMATE

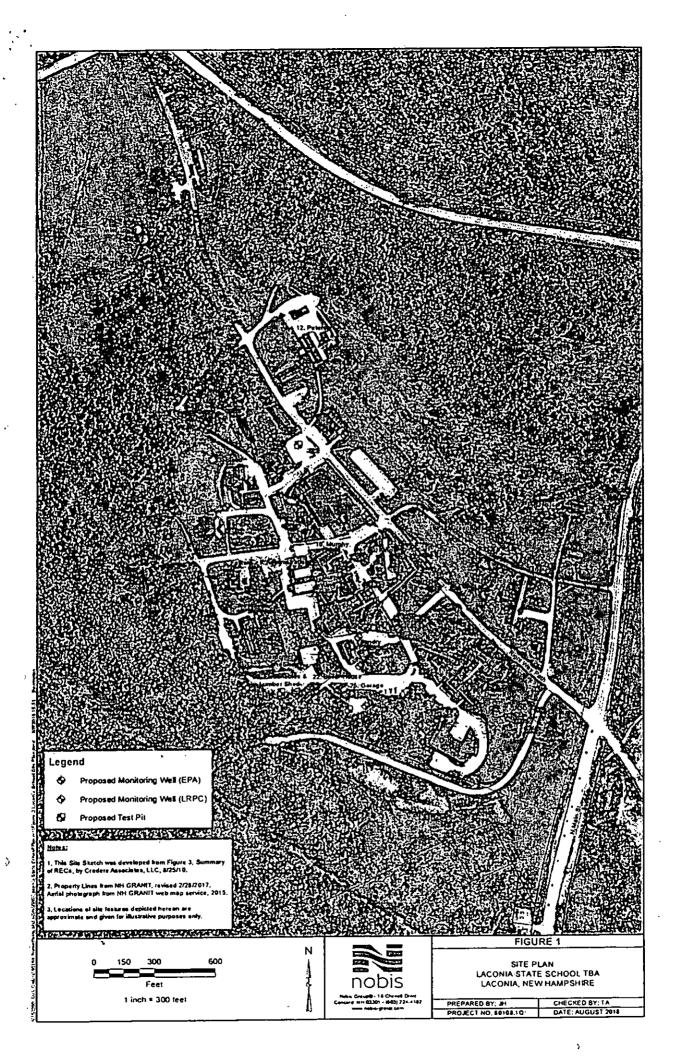
NHDES \$3to No.: 199212025 Facility: Lacarda State School

Terro:

Owner: State of New Hempehire

LRPC Work Assignment: BFWA-2018-004.00

NHDES Project No.; 24780 Date of Submitted: 08/03/18 Noble Project No.; 83004,00 Leb Code DE Limitario de Company (Lamid Relie de Company Colon Lett 14.00 \$0.00 0100 Site-Seedile CAPP Addention Sr. Project Menager Sr. Project Engineer \$155.00 ENO. 3155.00 \$155.00 \$145.00 \$290.00 \$290.00 E E E Project Geo/Sci B CAOD/Drefler Hour \$100.00 \$800.00 \$800.00 \$50,00 Imin/Word Precesso \$50.00 \$50.00 \$1,380.00 11 380 80 10.00 50.00 0200 Health and Salety Plan ENG. \$155.00 Staff Eng/Goo/Sci II (NASP Updote) E Hear \$85.00 \$340.00 \$340.00 \$170.00 \$170.00 1567.64 \$0,00 \$4.00 0300 Site Visit and Background EXQ. Sr. Project Menager Hou \$155.00 \$620.00 \$820.00 oject Geo/Sci ii \$100.00 \$2,400.00 E ece (Fleid Vehicle, 1 round trio) 80 10.535 \$32.10 \$32.10 \$3,852.10 \$0.00 \$3,062.10 54.00 0400 Historic Resources Rev ENO. Project Geo/Sci # \$100.00 \$1,000.00 E 18 Hour \$1,800.00 age (Fletd Vehicle, 1 round trip) \$2,862.10 34.00 \$4.00 O Bubourface investigation and \$155.00 \$775.00 \$776,00 Project Goo/Sci II (Sample management) Project Goo/Sci II (S days oversight) Staff Eng/Goo III (S days aurvey and dev.) \$400.00 \$4,000.00 Monitoring Well Installation \$100.00 E400.00 80 80 \$100.00 \$6,000.00 14 Baringe/Wells E \$5,100.00 \$5,100.00 Hours \$85,00 Staff Eng/Geo III (boring loge) Mileage (Flati Vehicle, 5 round trips, 2 staff) EEE \$45.00 \$850.00 \$321.00 \$321.00 -\$0.535 \$90.00 \$450.0 \$450.00 Days \$15,000 \$75.00 \$75.00 \$25.00 \$125.00 8 125.00 hdralit Pump E E Coye \$25.00 \$100.00 \$100.00 urge Slock whing - 50' Roll \$15.00 \$150.00 \$150.00 \$100.00 \$15.00 \$105,00 Eastern Analytical, Inc. Drilling and Munitering Well Instel Allowable Subcontractor Markup SUS \$11,980.00 \$11,980.00 10% \$1,186.00 \$11,980.00 \$1,198.00 X X Outte LAB VOC4 \$1,900.00 \$132.00 \$1,960.00 SVOC. L Ea. \$280.00 \$4,200.00 \$4,200.00 \$1,080.00 \$1,080,00 \$72.00 PCB₀ L 15 Es. \$84.00 \$1,280,00 \$1,280.00 \$2,340.00 \$2,340.00 L 15 Fa. \$112.00 \$1,650,00 \$1,660,00 \$1,254.00 \$1,254.00 \$1,000.00 \$1,000.00 10% \$100.00 IDW Disposal × Outle \$1,000.00 \$42,823.00 00 \$750.00 \$14,451,00 \$13,794,00 114,274.00 MOD Orau \$125.00 Yojaci Manager Project Eng/Geo/Sci I (1 Round) Hour \$95.00 \$3.470.00 \$3,420,00 Staff Eng/Geo/Sci II 36 53,000.00 -Meage (3 round trips) \$0,535 \$98,30 \$98,30 \$25.00 \$150.00 Онув Valur Level Meter Days Days \$15.00 \$90.00 \$90.00 ew-Flow Groun \$180.00 \$90.00 \$000,00 \$90.00 Turbidly Meter \$15.00 eter Filters (0.45-micron) \$200,00 w VOC. \$132.00 \$1,900.00 \$1,000.00 SVOCs PFAS 5260 00 \$4,200.00 \$4,200.00 \$300.00 \$1,200.00 \$1,200,00 PC8s 13 PP Metals \$1,200.00 \$2,340.00 584.00 \$1,260.00 \$2,340.00 \$150.00 Eb. \$112.00 10% \$1,880.00 \$1,268.00 \$1,680.00 IDW Disposal , Allowable Subcontractor Markup X Ouote \$500.00 \$500.00 10% \$50.00 \$50.00 \$22,822.30 \$13,976,00 \$0.00 \$4,006,30 0200 Phose II ESA Report Sr. Project Manager FMO \$155.00 \$930.00 hoject OverSci II E E \$100.00 \$4,200.00 \$4,200.00 42 Hours CADICES \$510.00 \$510.00 \$50,00 \$100.00 \$100.00 \$5,740.00 \$5,740.00 \$6,00 \$0.00 0800 Project Manage ENG. Sr. Project Menager 14 \$155.00 \$2,480.00 \$2,480.00 roject Geo/Sci I \$800.00 \$3,095,90 \$82,677.00 olect Totals \$40,679.00 \$27,720.00 114,278,00



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 NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: 140923

Certificate Number: 0004169544



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of August A.D. 2018.

William M. Gardner

Secretary of State

MCALLAHAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2018

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(les) 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 Ames & Gough	CONTACT NAME: PHONE PHONE (A/C, No, Ext): (617) 328-6555 [FAX (A/C, No, Ext): (617)	328-6888
859 Willard Street Suite 320	AODRESS: boston@amesgough.com	1
Quincy, MA 02169	INSURER(S) AFFORDING COVERAGE	NAIC #
•	INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURED	INSURER B : Continental Insurance Company A(XV)	35289
Nobis Engineering, Inc.D/B/A Nobis Group	MISURER C: Hartford Casualty Insurance Company A+ (XV)	29424
18 Chenell Drive	INSURER D : Beazley Syndicate 2623/623 at Lloyd's A+, XV	
Concord, NH 03301	INSURER E:	
	INSURER F:	<u> </u>
COVERAGES CERTIFICATE NUMBER:	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 RE CERTIFICATE MAY BE ISSUED OR MAY	EQUIRE! PERTAI!	MENT, TERM OR CONDITION OF N. THE INSURANCE AFFORDED	F ANY CONTRA BY THE POLIC	IES DESCRIB	REDUCUMENT WITH RESPE SED HEREIN IS SUBJECT T	O ALL THE TERMS,
	EXCLUSIONS AND CONDITIONS OF SUCH F	OLICIE	S. LIMITS SHOWN MAY HAVE BEE	N REDUCED BY	PAID CLAIMS		
INS	TYPE OF INSURANCE	ADDL SUE	POLICY NUMBER	POUCY EFF	POLICY EXP	LIMIT	s
H		1110		1		EACH OCCURRENCE	1,000,000
	CLAIMS-MADE X OCCUR	x	6043450373	09/30/2018	09/30/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		^				MED EXP (Any one person)	s 15,000
						PERSONAL & ADV INJURY	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
l	POLICY X PRO X LOC		,			PRODUCTS - COMPIOP AGG	\$ 2,000,000
1	OTHER:						; \$
A						COMBINED SINGLE LIMIT (En accident)	1,000,000
	X ANY AUTO	1	6043450339	09/30/2018	09/30/2019	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X MIRED ONLY X NON-OWNER					PROPERTY DAMAGE (Per accident)	\$
	AUTOS GILLI						5
В	X UMBRELLA LIAB X OCCUR	-				EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB CLAIMS-MADE		6043450356	09/30/2018	09/30/2019	AGGREGATE	1,000,000
	DED X RETENTIONS 10,000						\$
C	AND ENDLOYEDS! LAR!! ITY		,			X PER OTH-	ů
ŀ	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	08WEGEK8600	09/30/2018	09/30/2019	E.L. EACH ACCIDENT	s 1,000,000
l	(Mandatory in NH)	~′^]	E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>				E.L. DISEASE - POLICY LIMIT	
D			W2030E180401	09/30/2018	,		2,000,000
ם		- 1	W2030E180401	09/30/2018	09/30/2019	Aggregate	2,000,000
							<u> </u>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with the policy terms and conditions.

Project Site No. 93004.00 - Laconia State School Environmental Site Assessment

The State of New Hampshire, its agencies, and its agents and employees shall be included as additional insured with respects to General Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION				
State of New Hampshire Department of Administrative Services	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Charles Arlinghaus or designee 25 Capitol Street, Room 120 Concord, NH 03301	John A. D. Rouy				